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12/22/16

CONTRACT

between

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

and

Digital First Media, Publisher of The Mercury

(Pottstown, PA)

THE NEWSPAPER GUILD
COMMUNICATIONS WORKERS OF AMERICA

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PREAMBLE

This Agreement, by and between Digital First Media, publisher of The Mercury (hereinafter referred to as the "Employer" or the "Publisher"), and THE NEWSPAPER GUILD OF GREATER PHILADELPHIA, TNG LOCAL 10/CWA LOCAL 38010 (hereinafter referred to as the "Guild" or the "Union"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding on "Effective Date" and shall continue in full force and effect for three (3) years thereafter. Effective date of agreement is July 31, 2016.

ARTICLE I
Recognition

1.1 During the term of this Agreement, and any extension or renewal thereof, the Employer will recognize and deal with the Guild as the exclusive agency and representative for purposes of adjusting grievances and of collective bargaining concerning rates of pay wages, hours of employment, and other conditions of employment of all its employees working in its Editorial, Circulation, Maintenance, Telephone Operator, Advertising Departments, and Business Office, but excluding publisher, general manager, personnel director, business manager, assistant to business manager, classified manager, assistant classified manager, editor, executive editor, managing editor, city editor, news/graphics editor, sports editor, photo department supervisor, on-line editor, circulation director, circulation manager, assistant circulation manager, distribution loading director, maintenance supervisor, marketing director, national advertising manager, display advertising manager, assistant display advertising manager, Penny Pincher general manager, Phoenixville general manager/supervising editor, dispatch manager, confidential secretaries, comptroller, business office manager, county stringer correspondents and commission advertising salesmen, and all supervisors, managers and confidential employees within the meaning of the National Labor Relations Act.

1.2 Composing room work may be assigned to be performed by employees covered by this Agreement.

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

1.4 The Employer is a content company that must be prepared to disseminate via print, wireless, pod cast, the Web (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be required to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice-overs, re-purpose content and engage in a variety of functions not traditionally a part of historical print journalism. Advertising sales persons

may be required to take photos for advertisements or advertorials, collect copy from advertisers, confer with advertisers about advertorial copy or content, and assist in the preparation of advertorials. Nothing contained elsewhere in this Agreement shall be construed as restricting such assignments. When the Employer requires employees to perform duties not historically performed by the members of the unit, the Employer will offer employees reasonable training.

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

(a) Positions covered by this Agreement are subject to consolidation elsewhere and to outsourcing. If this results in a reduction in force, such reductions shall be handled as provided for at Section 14.2. Severance pay shall be made in accordance with Article 13 of this agreement.

(b) There shall be no restriction on the use of content (both editorial and advertising) from any source, provided that this shall not be construed as modifying the final sentence of either Section 1.6 or the final sentence of Section 30.11.

(c) Distribution and circulation employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (e.g., other Digital First Media newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).

1.4 (a)

a) Company shall have the right to subcontract or transfer work covered by this Agreement which is described as editorial or advertising page production, i.e. page design, layout, pagination/make-up and copy editing to any other operating unit or company (owned by Company or its parent) or to an unrelated third party provided that the total loss of work as a result of this shall not be more than 2 FTEs;

b) Company shall have the right to subcontract or transfer classified, inbound and/or outbound telemarketing provided that the total loss of work as a result of this shall not be more than 1 FTE;

c) Further provided that in the event the subcontracting or transfer decision directly results in the layoff of any employee covered by this Agreement, the Company shall provide the Guild notice of its decision. The parties agree to meet to negotiate over the effects of the decision to subcontract or transfer work but in no event, will the failure to reach an agreement over the effects in any way delay the implementation of the subcontracting or transfer of work.

The Company shall provide 30 days' notice before any outsourcing.

1.5 **(a)** Nothing herein shall prohibit the Employer from temporarily transferring any newsroom employee from one newsroom position to another in order to expedite the flow of work.

(b) Advertorial work shall be done as follows: whenever the Advertorial Writer is absent or unable to perform the duties required of that position, the work is assigned to Guild-covered copy editors and/or non-bargaining unit personnel. Advertorial work is not assigned to reporters.

1.6 Should the volume of stringer copy increase to the level where the position of coordinator of independent contractors in the Editorial Department is reestablished, then such a position shall be a Guild-covered position at copy editor's scale.

1.7 The Employer may use copy, graphics, or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers.

ARTICLE II
Guild Shop and Dues Deduction

2.1 All employees who, on the date of the execution of this Agreement, are members of the Guild, shall, as a condition of continued employment, remain members in good standing during the life of this Agreement. All employees, who on the date of execution of this Agreement, are not members of the Guild, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after the execution of this Agreement. All employees who, subsequent to the execution of this Agreement, are transferred to positions to which this Agreement is applicable, and all employees who are hired after the execution of this Agreement, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after such transfer or hiring and thereafter remain members of the Guild in good standing during the life of this Agreement. "Members in Good Standing" as that term is used herein shall mean only that the employee has tendered dues and fees uniformly required of all members.

2.2 The Guild, in writing, will notify any employee who fails to remain in good standing with the Guild, that he is no longer in good standing, specify in what respects he is delinquent and afford him ten (10) days in which to remedy his delinquencies. A copy of the Guild's notification will be sent to the Employer. If the employee does not remedy his delinquency within the ten (10) day period, he shall be dismissed by the Employer.

2.3 If any employee is reinstated in good standing in the Guild after discharge pursuant to Section 2.2 of this Article, there shall be no obligation on the Employer to reinstate or re-employ such person.

2.4 Upon an employee's voluntary written assignment, the Employer shall deduct from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: _____

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

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until termination of the collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization

shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between the Employs and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's Signature Date

ARTICLE III
Management Rights

3.1 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 IV
Discrimination

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

ARTICLE V
Minimum Salaries

5.1 The weekly salaries of the employees based on their experience shall not be less than the amounts stated in Section 5.2 of this Article V on the applicable effective dates. However, notwithstanding the foregoing, the Employer reserves the right to modify the compensation structure set forth herein, including without limitation the amounts set forth in Section 5.2 and Schedules A and B below, of an advertising or salesperson, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; provided, however, that the Employer shall not

modify an employee's compensation structure for solely disciplinary purposes. Accounts lists, territories, and goals shall be established in advance of the measurement period.

3% across-the board wage increase year one; reopeners for wages only in years 2 and 3. Wage reopeners in February 2017 and February 2018, with any change in pay and effective date to be bargained jointly.

5.2 The following minimum weekly salaries shall be paid, effective as indicated:

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

Group I: Editors, Copy Editors, Advertorial

Start to 1 year	$716.42
After 1 year	$787.74
After 2 years	$880.20
Fourth Level*	$966.72

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

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

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

* *See Article XXVIII*

Group III: Telephone Solicitors, Ad-Visors

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

Group IV: Maintenance

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

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

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

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

$ 17.22/hr

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

Group I: Editors, Copy Editors

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

Group I (a): Advertorial Writers

Start to 1 year	$399.90
After 1 year	$453.78

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

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

Group II (a): Advertising Salespersons

Start to 1 year	$426.56
After 1 year	$453.23
After 2 years	$479.89
After 3 years	$567.23

Group III: Telephone Solicitors, Ad-Visors

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

Group IV: Maintenance

Start to 1 year	$373.24

After 1 year	$426.56
After 2 years	$482.14

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

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

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

$ 11.91/hr

Group VII: Janitorial

Start to 1 year	$340.33

5.3 **(a)** In the application of the foregoing schedules of minimum salaries, "experience" shall include all employment in comparable work. Employees shall be classified as to the job title and experience rating at the time of employment, transfer, or promotion, and the Guild shall be notified thereof in accordance with the provisions of Article 24. An employee paid a salary above the minimum provided for his actual experience shall receive an experience rating which conforms to his salary.

(b) Employees hired after March 15, 1999 shall be paid in accordance with Schedule B and shall be placed at the "Start to 1 year" level, unless the Publisher elects to pay over the minimum. They shall progress based upon experience at The Mercury.

5.4 The difference obtaining at any time between the salary being paid to an employee and the minimum weekly salary which would be applicable to him under the provisions of Section 5.2 of this Article 5, shall be maintained whenever the minimum salaries are increased (including the increase in minimum salaries provided for in Section 5.2 of this Article 5) and whenever the employee becomes entitled to a higher minimum salary by reason of completion of a period of experience.

In order to effectuate the foregoing sentence, the salary of any employee whose salary is less than the highest minimum salary for his classification provided for in said Section 5.2 of this Article 5 shall, upon his completing a classification experience period, be increased by an amount equal to the difference between the minimum salary that would then be applicable to him and the next preceding minimum salary for his classification.

This section 5.4 does not apply to raises given in accordance with section 5.2 (b). Salaries of employees receiving such Section 5.2 (b) raises shall increase in accordance with the applicable experience steps set forth in Section 5.2 (a).

5.5 Except as otherwise provided in this Agreement, including as set forth in Section 5.1 above, there shall be no reduction in any employee's salary while this Agreement is in effect. The minimum wage rates established herein are minimums only. Nothing in this Agreement shall be construed as prohibiting a salary being paid to any employee higher than that required by Sections 5.1 through 5.4.

5.6 **(a)** Any employee who is scheduled to begin work on any day before 6:00 a.m. and any employee whose scheduled time for ending work is subsequent to 6:00 p.m. shall receive, in addition to his or her regular hourly rate, a night differential of $.45 cents per hour or three dollars ($3.00) for each shift whichever is greater. The night differential shall constitute a portion of the employee's regular salary for all purposes, including sick leave, vacation, holiday, and severance pay.

(b) A covered truck run shall be defined as papers delivered in bulk to racks, stores and carriers as listed on the truck delivery manifest but not to include drops made by independent contractors, distributors or agents. The present covered truck runs are numbers 1, 2, 3, 4, 6, 7, 8, 9 and Penny Pincher run(s). The aforementioned truck runs listed are solely for descriptive purposes and do not constitute a manning requirement nor Publisher's intent to maintain any named or minimum number of truck runs.

(c) Full-time distribution employees, then all remaining distribution employees by seniority and availability, shall be given first consideration to be scheduled for a down motor route or a skip run and will receive the truck driver pay for the delivery time portion of the shift.

A distribution employee's vacation, sick leave, holiday, and severance rates of pay shall be based on the average of the last fifty-two (52) weeks of work.

(d) A twelve dollar ($12.00) differential will be paid for shifts that include work time between 6 p.m. and midnight on Saturday.

(e) The following have been named regular part-time distribution employees with medical benefits: Jeff Moses and Tim Antush.

Any references to named regular part-time distribution employees with medical benefits in this Agreement applies to and shall remain in effect only for the above named employees.

5.7 **(a)** Any employee who works in more than one classification shall receive the rate of salary of the higher paid of the two classifications for the time worked in such higher paid classification. The rate of salary which he shall receive for work in said higher paid classification shall be the greater of either the rate in that classification for the number of years of experience in the classification in which

he usually works or the rate in said higher classification next higher than the rate which he receives for work in the classification in which he usually works.

If in anyone financial week such employee works more than eighteen (18) hours in a higher paid classification than his own, he shall be paid at the rate specified above for the entire week.

The application of the pay for working out of classification language in this Section 5.7 (a) is limited to pay for work on the daily newspaper, the Penny Pincher and other print products.

(b) With respect to product(s) other than print product(s), any employee filling in for the On-Line Editor shall be paid in accordance with Section 5.7 (a).

5.8 Whenever an employee covered by this Agreement is assigned by the Employer to perform the work of a department head, he/she shall be paid, in addition to his/her regular salary, ten percent (10%) of the top minimum of the classification or a minimum of $12.00, whichever is greater. It is understood and agreed that such assignment shall be for a minimum period of one working day.

5.9 Bi-weekly pay and Direct Deposit: Upon four weeks' notice, biweekly pay and direct deposit for all bargaining units that don't have biweekly pay and direct deposit, provided that the company will work with those who present a hardship with such a change. The following is language used in prior conversions from weekly to bi-weekly pay for employees who requested assistance:

"In October, pay will transition from weekly paychecks to paychecks every other week. The last weekly check will be on October 7th (pay for September 26 – October 2). On October 14th, an advance of $300 will be paid to full-time employees. A pro-rated advance, calculated at $7.50 per hour for hours normally worked, will be paid to part-time employees. The advance is intended to assist employees in the transition from weekly pay to pay every other week. Repayment of the advance will be in three portions deducted from regular pay on October 21, November 4, and November 18."

ARTICLE VI
Hours and Overtime

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

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

(b) Additionally, by mutual agreement of the Employer and the employee, an employee's normal workday may exceed eight (8) hours per day and/or may include split shifts, provided that this sentence shall not be construed as modifying Subsection 6.2 (a) DRIVERS and in particular subparagraph (2) of that subsection. Similarly, by mutual agreement of the Employer and the employee, an employee in the Business Office or Advertising Department may be scheduled for a shift on Sunday. Any employee who works more than ten and one-half (10 1/2) hours per workday, shall be entitled to a meal allowance. No employee shall be penalized for refusing to accept such an alternative work schedule.

6.2 **(a)** DISTRIBUTION – Full-time distribution employees shall be scheduled for thirty-seven and one-half (37 1/2) hours per week in five (5) days, Sunday through Saturday, at seven and one-half (7 1/2) hours per day. Whenever possible, the Employer will endeavor to provide full-time distribution employees with twenty-six (26) weekends off per calendar year, and, when feasible, shall give such employees the option of Friday and Saturday, or Saturday and Sunday, or two (2) consecutive days off in the week as their weekend. However, the Company shall have full discretion to schedule full-time distribution employees as necessary to meet operational needs, and may provide less than twenty-six (26) weekends off in some cases.

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

All benefits to which distribution employees are entitled shall be compensated on the basis of time worked as defined in 6.3.

(c) Full-time distribution employees, then named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)), then part-time distribution employees (part-timers without medical benefits) shall be given the first opportunity to work overtime, except where recalls for overtime would be for one hour or less. Overtime shall be offered to full-timers on a rotating basis except where such overtime results from the absence of a substitute. In the event no full-time distribution employee is available for the overtime, said overtime shall be offered to named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)) on a rotating basis. In the event no full-time distribution employee or named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)) is available for the overtime, said overtime shall be offered to part-time distribution employees (part-timers without medical benefits) on a rotating basis.

(d) By mutual agreement between the employee and the Employer, part-time distribution employees (other than the named regular part-timers in 5.6(e)) may

work additional hours at the end of his/her scheduled shift, up to a full 7.5 hour shift at the straight-time rate.

(e) Named regular part-time distribution employees (part-timers with medical benefits named in Section 5.6 (e)), maybe scheduled to work up to five days, up to thirty-seven and one-half (37 1/2) hours and maintain their medical benefits.

(f) The Publisher and the Guild will agree on an availability form on which a part-time distribution employee may modify his/her availability on a semi-annual basis, before December 1st to be effective for the period of January 1st through June 30th , and before June 1st to be effective for the period of July 1st through December 31st. This availability form will be the basis for any scheduling of work where availability is a prerequisite per the terms of this Agreement.

6.3 (a) DRIVERS.

1. The acceptance of severance terminates all rights under this Agreement, including recall.

2. The normal workday may exceed eight hours per day and employees may be required to work split shifts. Any day a distribution employee works more than ten and one-half (10 1/2) hours the distribution employee shall be entitled to a meal allowance.

3. Overtime shall be paid in accordance with Section 6.3 of this Article 6.

4. Overtime associated with a particular run(s) shall be assigned. Other overtime, such as an extra day's work, shall be assigned as provided for at Section 6.2(c). The Employer shall continue to have the right to employ persons at straight time before incurring overtime.

5. At least once a year the Employer shall post the drivers' schedule for seniority bid. The Employer may bid the schedule more frequently at the Employer's sole discretion.

6. A regular distribution employee's position shall indicate the truck run(s), the days on which the work is to be performed, and the anticipated normal starting time. Starting times may be changed as provided for at Section 6.6.

7. Certain distribution positions may be designated as relief drivers. Relief drivers may be used for any purpose including covering trips of regular distribution employees who are off for any reason (e.g., vacation, injury, illness, etc.). The schedule for relief drivers shall indicate two (2) days off. Recognizing that the actual hours and days of work for relief drivers will vary, the Employer shall give such notice as it can reasonably provide under the circumstances.

8. Whenever a distribution employee is assigned by the Employer to do the work of the Distribution/Loading Director position, the posted schedule shall indicate the person assigned, as well as the days on which the work is to be performed and the anticipated normal starting time. Such person shall be compensated in accordance with Article 5.8.

9. The Employer, at its sole discretion, may hire casual employees whose only right under the Agreement shall be to be paid the stipulated hourly rate. Qualifications for benefits shall be the same as for part-time employees. Regular employees shall be offered straight time hours before casuals shall be used.

10. Distribution employees may be assigned any work related to the handling or delivery of The Mercury or Penny Pincher, including the receipt and staging of products at any Employer facility or the delivery of down routes.

11. Distribution employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (*e.g.*, other Digital First Media newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).

12. The Employer at its sole discretion may modify, add, or discontinue truck runs.

13. Sections 15.2 and 15.3 shall apply to drivers and the in-charge position.

14. If a distribution employee leaves, the Employer is not required to re-bid the schedule. It shall first offer a regular driver position to the current employees in seniority order. Thereafter the Employer may fill from the outside.

6.4 Overtime shall be paid at time and one-half and shall be defined as work performed in excess of 40 worked hours during anyone week. However for purposes of this Section 6.4, the "40 worked hours" threshold shall include time not worked but paid for as holidays or vacation days.

6.5 A minimum of four (4) hours' pay at the overtime rate shall be paid to any employee called back after the completion of his/her work on any day and after leaving the Employer's building or the place where his/her duties are being performed, unless previously agreed to.

6.6 Whenever possible, the Employer will endeavor to provide editorial department employees and circulation department employees with twenty-six (26) weekends off per calendar year, and, when feasible, shall give such employees the option of Friday and Saturday, or Saturday and Sunday, or two (2) consecutive days off in the week as their weekend. However, the Company shall have full discretion to schedule full-time

distribution employees as necessary to meet operational needs, and may provide less than twenty-six (26) weekends off in some cases.

6.7 Work schedules for full-time employees and named regular part-time distribution employees (part-timers with medical benefits named in Section 5.6(e), showing a starting and an ending time shall be posted seven (7) days in advance. For part-time employees, the Employer shall make a bona fide effort to post schedules seven (7) days in advance. However, such schedules shall not be posted less than three (3) days in advance. Scheduling showing a starting time and an ending time for part-timers/ distribution employees shall be according to seniority and availability.

6.8 The Employer shall cause a record of all overtime to be kept. Copies of such records shall be given to the Guild on request.

6.9 Except as provided in Section 6.6, the Employer agrees that it will not schedule the days of work, number of hours of work on any day, or the time for the beginning and ending of work on any day of any current part-time employee in the Distribution Department in such a manner as interfere with such employee's presently held full-time position with any other company or organization.

In the event of a change in the employee's full-time work schedule outside of the time frame set forth in Section 6.6, the Employer shall make a best effort but have no obligation to change the days of work, or the time for beginning or ending work on any day, then pertaining to such employee's work for the Employer.

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

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

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

ARTICLE VII
Expenses

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

It is agreed that employees who use their vehicles in the service of the Employer will not be required to transport newspaper vending racks, metal posts or any other material that

cannot be secured in the trunk of the vehicle. Employees will not be required to operate vehicles in an unsafe manner.

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

7.2 (a) The Employer shall compensate employees for the use of an automobile in the service of the Employer at the rate of forty-three cents ($.43) per mile.

(b) It is further agreed that the Guild shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Employer verifying that the average rate for gasoline in the area has increased, in which case the reimbursement rate of forty-three cents ($.43) per mile shall be increased as set forth below.

When the Guild submits documentation showing that the price of regular unleaded gasoline has reached ten cents ($.10) above the price of such gasoline on the date this Contract is ratified, based on averages for three Pottstown gasoline retailers listed below, the Company will increase the prevailing rate in Section 7.2(a) by one-half cent ($.005) per mile. And for each subsequent ten cent ($.10) increase in the price of a gallon of such gasoline, the rate shall be increased by one-half cent ($.005).

If the price of such gasoline would decrease, then for each ten cent ($.10) decrease the mileage allowance will be reduced by one-half ($.005) cent per mile, but not below the prevailing base rate in Section 7.2(a). The Employer shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Guild demonstrating such decreases.

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

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

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

For purposes of this Section 7.2(b), the documentation referred to may include dated receipts showing the price paid for gasoline at one of the stations referred to above, or dated photographs of signs at the same listing the present prices of gasoline.

7.3 Any employee required to work ten and one-half (10½) hours or more on any day, shall have his/her meal expense paid by the Employer, up to a maximum of $10.00 upon presentation of a receipt from the establishment the meal was purchased from. There shall

be no reimbursement without receipts showing the amount, date and type of item bought. Receipts are to be turned in on a timely basis as per present practice regarding expenses.

ARTICLE VIII
Holidays

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

EDITORIAL DEPARTMENT:

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

8.3 Notwithstanding Section 8.2, an employee in the Editorial Department who is required to work more than three (3) holidays shall receive an additional day off per such holiday worked with pay, scheduled by mutual agreement, in addition to anything which the employee is entitled in Section 8.2.

ALL DEPARTMENTS: (EXCEPT EDITORIAL)

8.4 If an employee is scheduled to work one of the holidays, the employee will receive another day off with pay as the holiday, scheduled by mutual agreement within thirty (30) days preceding or thirty (30) days following such holiday, and, in addition will receive time and one-half for all hours actually worked on the holiday. Holidays in this instance do not include personal holidays or floating holidays.

8.5 Employees, including those employees in the editorial department, who have completed one year's employment or more with the Employer as of January 1st of each calendar year, shall receive three (3) floating holidays. Scheduling of these holidays, is by mutual agreement, and shall be agreed to at least ten (10) days in advance. In the event of an unanticipated bona fide emergency, a floating holiday may be scheduled by mutual agreement with less than ten (10) days advance notice.

8.6 Should a holiday on which an employee is entitled to be free from work occur on one of such employee's regular days off or during his vacation, said employee shall, within thirty (30) days preceding or thirty (30) days following such holiday be granted another day free from work (in addition to his regular days off and vacation) without deduction from his salary.

ARTICLE IX
Vacations

9.1 Employees shall be entitled in each calendar year to vacations with full pay on the following basis:

(a) Five (5) weeks' vacation with pay for those continuously employed by a prior publisher of the Mercury for twenty (20) or more years as of the execution of this Agreement.

(b) Four (4) weeks' vacation with pay for those who have been continuously employed by the Employer for ten (10) years or more.

(c) Three (3) weeks' vacation with pay for those who have been continuously employed by the Employer for three (3) years or more but less than ten (10) years.

(d) Two (2) weeks' vacation with pay for those who have been continuously employed by the Employer for more than one (1) year, but less than three (3) years. Employees may take one (1) of their two (2) first-year vacation weeks after they have been continuously employed for six (6) months.

(e) All other employees who have not worked for the Employer for the entire previous calendar year shall receive one (1) day's vacation with pay for each twenty-five (25) working days in the previous calendar year that he was m the employ of the Employer.

(f) All employees must take their vacation during the calendar year due except by mutual agreement of the employ and the Employer.

9.2 An employee's length of service with the Employer for the purpose of this Article 9 shall be the total number continuous years which the employee has completed service of the Employer on January 1st of the calendar which vacation is to be taken (including years of service with previous publishers of The Mercury).

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

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

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

ARTICLE X
Sick Leave

10.1 **(a)** "Service Year" as used in this Article designates that period of 365 consecutive days which begins with the date or the anniversary of the date of the beginning of

the employee's service with the Employer (including years of service with previous publishers of The Mercury). An employee who is absent because of illness shall, during his absence, be entitled to receive as sick leave amounts equal to his regular weekly salary, such pay to be granted on the basis of one week's pay for every twelve (12) months of service or major fraction thereof up to a maximum of ten (10) weeks, provided that any employee who currently has more than ten (10) weeks shall not forfeit such days accrued prior to March 15, 1999.

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

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

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

(1) The maximum amount of sick leave to be restored is ten (10) weeks;

(2) Sick leave shall only be restored after the employee has actively worked ninety (90) full working days; and

(3) such restoration shall only occur once in the course of an employee's employment.

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

NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of two (2) days duration or less will be relaxed, providing the employee notifies his immediate superior of such illness prior to the time he is scheduled to report for work, and provided there is no indication of malingering. When malingering is suspected by the Publisher, the employee will be informed in writing that on the next occurrence of illness he/she may be required to produce a doctor's certificate. In the latter case a doctor's certificate may be required before sick pay is allowed. The requirement of producing a doctor's certificate will remain in effect for six (6) months or until rescinded by the Publisher.

10.3 The provisions of this Article shall in no way affect, modify, or waive the Employer's rights and liabilities or the employees' rights, under the Workers' Compensation Laws.

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

10.5 Granting and payment of sick leave in cases of pregnancy disability shall be on the same basis as all other disabilities.

10.6 It is agreed employees will make a bona fide effort to schedule medical, dental and other health-related appointments during non-work hours. When employees find they must schedule such appointments to obtain needed care during working hours, they may do so upon advance notice to the supervisor and may deduct the necessary time required for the appointments from accumulated sick leave time.

ARTICLE XI
Leaves of Absence

11.1 Upon request, the Employer shall grant an employee a leave of absence without pay for good and sufficient reason provided it is practicable for the Employer to grant such leave.

11.2 If an employee is elected or appointed to any Newspaper Guild or AFL-CIO office or office of a local of The Newspaper Guild or of any labor organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated, such employee shall be given a leave of absence without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.

11.3 Leaves of absence shall, without pay, upon request, be granted to employees who are elected or appointed as delegates to conventions of The Newspaper Guild, AFL-CIO or of any organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated or as delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by an organization with which The Newspaper Guild is affiliated. Such employee shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.

11.4 Child care leave without pay or benefits shall be granted upon request, provided it is practicable for the Employer to grant such leave, beginning immediately after cessation of a disability connected with the birth of a child or placement of a child in the employee's home for adoption. Foster care child leave may be taken provided formal application has been made by the employee to adopt the foster child placed in the employee's home. It is understood that all applicable state and federal laws pertaining to pregnancy disability will be observed and no employee shall be required to take a child care leave of absence. It is anticipated by both parties that, except in unusual circumstances, childcare leave is not to exceed six (6) months. Only one such leave shall

be granted to an employee in any calendar year. The employee shall have the option to pay the health premium for the duration of the leave.

11.5 Leaves provided for in this Article shall not constitute breaks in continuity of service and the period of such leave shall be deemed in part of, and be added to the employee's length of service with the Employer for the purpose of computing the amount of sick leave, vacation experience and other benefits to which the employee is entitled under this Agreement after returning to work but the duration of leaves under Sections 11.1 and 11.2 may be deducted from an employee's length of service in computing severance pay and anniversary raises. The duration of leave under Section 11.4 may be deducted when computing anniversary raises.

11.6 An employee accepting full-time gainful employment while on a leave of absence which is not connected to his leave of absence and is for the purpose of solely seeking employment elsewhere with the intention of leaving The Mercury and not returning, shall automatically be dismissed except if the parties agree to the contrary.

11.7 All employees covered by this Agreement become eligible for inclusion under the Family and Medical Leave Act when they have been employed by the Employer at least twelve (12) months and have worked at least 1,250 hours during the last twelve (12) months.

11.8 **(a)** If an employee is entitled to family leave under the Family Medical Leave Act (FMLA) and for another type of leave as provided for under this Agreement, paid or unpaid, except sick leave, the employee has the option of using vacation/personal time prior to or subsequent to taking approved FMLA leave or, the employee may elect to substitute vacation/personal time for unpaid FMLA leave, in which case the leave will be integrated.

(b) If an employee is entitled to leave due to his/her own serious health condition, the Employer requires that paid sick leave be integrated with the FMLA leave.

(c) Whenever leaves are integrated they will run concurrently and the other type of leave will count toward the employee's twelve (12) week entitlement to leave as provided for under the Family Medical Leave Act. An employee may request a variance of this integration of leaves policy but the final determination is at the sole discretion of the Employer.

11.9 The calendar year (e.g., January 1, 2012 through December 31, 2012) will be utilized as the method of measuring the twelve (12) month "leave year" period under the Family and Medical Leave Act (FMLA) of 1993.

ARTICLE XII
Military Service

12.1 Any employee covered by this Agreement with two (2) months or more service with the Employer who is required to enter or who while the United States is at War or engaged in a Korea or Vietnam type of policy action or voluntarily enters the military service or armed forces of the United States (including the women's branches, auxiliaries, Coast

Guard or Merchant Marine), or who, under or by virtue of any national service or draft legislation or universal military training legislation is required to take employment with another employer including the United States government or any of its branches, agencies or subdivisions, shall be considered as on leave of absence without pay and shall have the time spent by him in such service added to the length of his service with the Employer, and to his experience rating, but his experience rating shall not be increased by more than thirty (30) months of such absence, unless during his period of service above described, the employee has been engaged for a period of more than thirty (30) months in work similar to that performed by him for the Employer at the time that he entered such service, in which event, the Employer shall grant such amount of credit for experience rating beyond thirty (30) months as the circumstances may warrant.

12.2 Any such employee who within ninety (90) days of his discharge from such service applied for reinstatement shall, within two (2) weeks after the Employer receives such application, be returned to his former position and former salary, or the salary then applicable to such position, or to a position of equivalent compensation, if he is physically and mentally capable of filling it. All wage increases granted under Article 5 of this Agreement during his absence in such service, to which he would have been entitled had he not been so absent, shall be considered as forming part of the rate of pay then applicable to the position he held, and to the rate of pay he received, upon taking his leave of absence.

12.3 If any employee, upon his return from military service is found to be physically or mentally incapacitated to the extent that he is unable to resume his former employment, the Employer shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall be considered dismissed as of the date such decision is reached and shall receive his severance pay.

12.4 Application for resumption of work must be made within ninety (90) days after termination of military service, plus travel time from separation center to place of employment.

12.5 An employee promoted to take the place of one entering or already in military service may, upon resumption of employment of such employee, be returned to his previous position and salary but at no less than the then current minimum salary for the position. All employee so promoted, and which such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted. In the event of a subsequent permanent change in employment, and consequent of classification, the employee shall receive full experience credit in such new classification for the period in which he has already been engaged in such new classification.

12.6 An employee hired as a replacement for one entering or already in military service, shall be covered by all the provisions of this Agreement, except by Section 12.1 through 12.4 of this Article 12, and except that such employee, on his own entering military service, shall be construed to be a dismissed employee and shall be given accumulated severance pay.

12.7 An employee hired as a replacement for one entering or already in the military service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.

12.8 An employee hired or promoted as replacement of an employee entering or already engaged in military service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee he is replacing, and a copy of such notice shall be sent to the Guild.

12.9 Employees who are members of the Armed Forces Reserve, Coast Guard Reserve or the National Guard and who are required to participate in an annual period of active duty will be granted a leave of absence, without pay, for this purpose for the duration of such annual period of active duty, and the duration of such leave shall be deemed to be service with the Employer.

12.10 A conscientious objector, upon release from Federal Service or other duties imposed upon him as such, shall be considered as having received his discharge.

ARTICLE XIII
Severance Pay

13.1 **(a)** Upon dismissal for any reason, an employee shall receive cash severance pay in a lump sum equal to one (1) week's pay for every six (6) months of service or major fraction thereof, such pay to be computed at the then current weekly compensation received by the employee, up a maximum of thirty (30) weeks.

(b) Upon retirement or resignation at age fifty-four (54) or after an employee continuously employed since March 14, 1999 shall receive cash severance pay in the same dollar amount that the employee would have received if that employee would have been laid off on March 15, 1999.

(c) At the option of the employee, the above severance payment may be taken in a lump sum or in thirty (30) weekly installments. Such choice must be made in writing not less than sixty (60) days prior to the first due payment.

(d) The payment of any of the severance pay described in this Article 13.1 shall be contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A

13.2 Notwithstanding Section 13.1, severance pay shall not be paid to an employee:

(a) who resigns prior to age 54;

(b) who provokes his dismissal for the purpose of obtaining severance pay;

(c) who is dismissed for workplace theft;

(d) who is dismissed for failure to maintain Guild membership in good standing; or

(e) who is dismissed for cause.

13.3 On the death of an employee, his beneficiary shall be paid by the Employer, or as a result of the group life insurance plan instituted and wholly paid for by the Employer, an amount at least equal severance pay to which he would have been entitled as set forth in Section 13.1 above if he had been discharged on the date of his death. If the proceeds ($7,500 and in the event of accidental death, $15,000) of the group life insurance plan payable to such employee's beneficiary shall equal or exceed such amount, the beneficiary shall receive proceeds of the group life insurance plan and an additional payment shall be made by the Employer. If the proceeds of the group life insurance plan shall be less than such amount, the Employer shall pay such employee's beneficiary a sum equal the difference between the proceeds of the said group life insurance and the said amount.

13.4 Employees will receive credit for all years of service with previous publishers of The Mercury.

ARTICLE XIV
Grievance and Arbitration Procedure

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

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

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

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

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

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

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

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

14.6 Prior to the filing of the written grievance, pursuant to Section 14.1 above, any employee(s) may present the issue to his or her supervisor for informal adjustment, provided the employee is permitted to have a Guild representative present. Any such

informal adjustment shall be without precedent, unless the Guild and the Employer agree otherwise.

14.7 The procedure following applies exclusively to grievances of discharges:

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

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

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

(ii) After an arbitrator has issued a decision in any discharge case that arbitrator shall be removed from the panel and another arbitrator selected as a replacement using the method above, unless both parties agree to retain the arbitrator who issued the decision.

(iii) Unless specifically modified by this section, the arbitration shall be conducted in accordance with all relevant provisions of this Article 14.

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

ARTICLE XV
Job Security

15.1 There shall be no disciplinary discharge or dismissal except for just and sufficient cause. It is understood by the parties that the provisions of this Section 15.1 deal only with discharges or dismissals for just and sufficient cause, and are independent of and do not impact upon the operation of any section of Article 16 dealing with reductions in force.

15.2 In the event dismissals are deemed necessary as the result of new or modified organization, methods processes or equipment, the Employer will give the Guild thirty (30) days advance notice of the potential impact on Guild positions. The dismissals will be made in inverse order of seniority in the Job classification in which dismissals are to

be made. Those employees who are dismissed will receive severance pay to which the employee is entitled, with a minimum of two weeks, contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A. When practicable, the Employer will give consideration to training employees dismissed under this Section for positions in other classifications where openings are available. Nothing herein shall require the Employer to place any displaced employee in a position for which he/she is not qualified.

15.3 In the event of dismissals to reduce the force for reasons other than those set forth in Section 15.2, the Employer shall notify the Guild, and the employee to be dismissed, of any such dismissals or discharge to reduce the force. Upon request, the Employer will advise the Guild of its reasons for reducing the force. This does not require the Employer to prove that it could not continue to exist as a viable entity absent the reduction of force. There shall be no dismissals or discharges to reduce the force for a period of two (2) weeks after notice has been given to the Guild, during which time the Employer shall accept voluntary resignations from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Article 13, contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A. The number of employees dismissed shall be reduced in the extent that the force reduction has been achieved by resignations.

15.4 Remaining dismissals, if any, pursuant to Section 15.3 in job classification in which dismissals are to be made shall be made in the inverse order of the total length of service for the Employer.

15.5 **(a)** Employees dismissed pursuant to Section 15.2, 15.3 and 15.4 shall be placed upon a reinstatement list. The Employer shall fill all vacancies with persons on the list in the order of length of service for the Employer in the classification in which the vacancy occurs. Time spent on a reinstatement list by dismissed employees shall not constitute breaks in continuity of service, but need not be counted as service time, in computing length of service with the Employer.

(b) One rehired to a vacancy under Section 15.5 (a) shall be paid at least the applicable minimum for the classification in which he is rehired plus whatever dollar differential above minimum he enjoyed when dismissed.

15.6 The rights of employees on a reinstatement list as provided for in Section 15.5 (a) shall be accorded to them prior to any new employees being hired, provided, an employee to whom such rights are be accorded responds to a call to be rehired by advising the Employer of his intention to report for work not more than five (5) working days after receipt of notice sent to him by certified mail, to last known post office address in the Employer's records. If such an employee fails to report within fifteen (15) working days after receipt of the Employer's notice to work shall lose all rights under Section 15.5, unless he is temporarily incapacitated, preventing him from responding or returning to work, in which case, he must notify the Employer, in writing, within three (3) working days after he is able to respond that he will report within fifteen (15) working days.

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

(a) On the reinstatement list in excess of twenty four (24) months;

(b) Fail to return to work at the expiration of a leave of absence or an extension thereof;

(c) Work for another employer during a leave of absence, except by agreement of the parties hereto in accordance with Section 11.6 of Article 11, and (d) give a false reason in obtaining a leave of absence.

15.8 The Guild and all employees shall be notified at least one (1) month in advance of dismissal by way of sale or discontinuance of publication, or one month's compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay due under Article 13.

16.9 For any employee whose work is eliminated as a result of outsourcing as negotiated in this agreement only, the Employer shall offer him or her employment in any open positions for which they are qualified in the Company's sole discretion, and such determination shall not be arbitrary. The employee may choose to accept the position or take severance pay as set forth herein.

16.10 Anyone who is laid off because of outsourcing as part of this joint agreement, the Company will enhance the CBA's current severance formula by a minimum of two additional weeks, and will negotiate a medical lump sum payment for employees on a Company medical plan at the time of an outsourcing event.

16.11 In the event that any outsourced work returns to the Company that out sourced it, the Guild will have representation rights regarding those employees who will perform such work. Guild retains jurisdiction over any remaining work that is not outsourced.

16.12 No editorial outsourcing shall occur on or before December 31, 2016.

ARTICLE XVI
Transfers to Other Enterprises

16.1 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 other enterprises conducted by the Employer or by a subsidiary, related or parent company of the Employer), without the employee's consent and payment of all transportation and other moving expenses of himself and family. There shall be no reduction in salary or impairment of other benefits to which the employee was theretofore entitled, as a result of such transfer. An employee shall not be penalized for refusing to accept transfer.

ARTICLE XVII
Promotions

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

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

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

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

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

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

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

(b) Insofar as consistent with Sections 15.5 and 15.6, give first opportunity for regular employment to (i) part-time employees, and (ii) then to temporary employees.

17.5 Notice of all Guild-covered vacancies shall be posted on all available bulletin boards and copies thereof given to the Guild. Employees not on a reinstatement list desiring to fill such vacancies shall submit written applications within seven (7) business days of such posting to be followed by an interview if requested by the employee. Any employee who

is unsuccessful in bidding for such a position may ask for and shall receive an explanation of the decision.

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

ARTICLE XVIII
New Employees' Trial Period

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

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

ARTICLE XIX
Jury Duty

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

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

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

ARTICLE XX
Group Insurance

20.1 Medical premium cost share shall change from 60-40 to 65-35 effective the first of the month following ratification for the first contract year. Thereafter, the benefits and the Publisher's share of premium costs shall be no less than those offered to management and non-represented employees. Bargaining unit employees shall be eligible to participate in the same benefit plans and on the same basis as the Employer's non-union employees.

The Employer agrees to maintain during the term of the Agreement group medical insurance plans, including a dental plan and major medical plan, as such plans were in effect as of the effective date of this Agreement.

20.2 Bargaining unit employees who work under thirty (30) hours per week, who were purchasing medical insurance with a prior publisher of The Mercury on March 14, 1999, may continue to purchase medical insurance and will pay the full cost of such coverage. This coverage shall not apply to employees (part-time) whose spouse is eligible for family coverage under his/her employer s plan. Payment for such coverage will be made through payroll deduction.

20.3 The Employer will implement its flexible spending account to allow employees to set aside pre-tax dollars to pay for deductibles, co-pays and other covered but un-reimbursed medical expenses. At the end of each calendar year any leftover funds, after the Employer has been made whole for payments and administrative costs, will be donated to a charity jointly designated by the Employer and the Guild.

20.4 The employees' contribution to the health plan will be made with pre-tax dollars under the Employer's IRS 125 Plan.

20.5 In addition to the plans provided for above, the Employer shall have the unilateral right to offer additional other plans under such terms and conditions as are established by the Employer.

ARTICLE XXI
Bulletin Boards

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

ARTICLE XXII
Part-Time and Temporary Employees

22.1 A part-time employee shall be considered one who works less than the full workweek as provided in this Agreement.

22.2 Part-time employees are subject to all terms of this Agreement. Their wages and other benefits to which they are entitled shall be computed on a pro-rata basis, in proportion to the hours paid for.

22.3 A temporary employee may be hired as a replacement for an employee on sick leave, military leave, maternity leave, leave of absence, or vacation. An employee hired or promoted temporarily to replace an employee on such leave or vacation shall, at the time of such employment or promotion, be given a written notice to that effect stating which employee he is replacing and a copy of such notice should be sent to the Guild.

22.4 Temporary employees, other than those specified in Section 22.3, may be employed on special projects and shall be subjected to all the provisions of this Agreement except Articles 10, 11, 12, 13 and 17. The term of employment of such employees shall not exceed three (3) months in any twelve (12) consecutive months beginning with the date of their hiring.

22.5 Part-time employees desiring extra work shall be given first opportunity prior to the hiring of temporary employees, provided they have registered their desire with the Employer and furnished him a list of their competent skills.

22.6 Temporary employees, other than those specified in 22.3, shall not be employed where the result of such employment would be to eliminate or displace a position for a full or part-time employee. It is agreed that part-time positions shall be established only for bona fide business reasons and not for the purpose of eliminating full-time positions.

22.7 All part-time employees who work a consistent thirty (30) hours per week shall be considered fulltime for insurance purposes only.

ARTICLE XXIII
Bereavement Pay

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

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

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

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

ARTICLE XXIV
401(k)

24.1 For present and future employees in job classifications that were eligible to receive pension plan contributions from the prior publisher of The Mercury, during this Agreement the Employer will make available a defined contribution retirement plan with

a 401(k) feature into which eligible Guild employees covered by this Agreement may make elective deferrals. The Employer will contribute 3.0% of the employee's regular, straight-time wages based on a 40 hour week for full time employee and 3.0% of the employee's regular, straight-time wages based on actual hours worked each week for part time employees; and, for employees paid on a partial or full commission basis, 3.0% of the total of the employee's regular, straight-time wages plus variable incentive compensation up to the maximum amount permitted by law. There will be no other Employer contributions, including no Employer match to any elective deferrals made by the employee.

24.2 Employees will receive credit for all years of service with previous publishers of The Mercury.

ARTICLE XXV
Information from Publisher

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

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

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

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

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

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

Resignation, retirement, deaths, overtime worked and any other revisions in the data listed in Section 25.1 and effective dates.

ARTICLE XXVI
No Strike/No Lockout

26.1 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 XXVII
Miscellaneous

27.1 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.

27.2 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated/air conditioned and lighted place for the performance of all work.

27.3 An employee required to work on Election Day during all the hours polls are open shall receive sufficient time off with pay to enable him to vote.

27.4 Employees shall not engage in outside activities which consist of services to be performed for media in competition with the Employer, and provided further that without permission no employee shall exploit his or her connection with the Employer in the course of any activities.

27.5 Any union representative shall be permitted to visit anywhere in the premises of The Pottstown Mercury newspaper during working hours, providing they first notify the Publisher's Office of same and indicate the purpose of the visit.

27.6 Employer Issued Digital Camera Equipment

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

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

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

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

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

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

Failing to maintain the standards set forth herein may be "just and sufficient" cause for discipline under Section 15.1 of this Agreement between the parties, and subject to the provisions of Section 15.1.

27.7 The Employer may rely upon any past disciplinary action, regardless of its time of occurrence, in any future disciplinary actions, including without limitation in cases involving discipline for violation of harassment or discrimination policies. The arbitrator shall be free to determine the amount of weight, if any, to attach to such evidence, consistent with the just and sufficient cause standard set forth in Section 15.1.

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

ARTICLE XXVIII
Employee Integrity and Privilege Against Disclosure and Authentication

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

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

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

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

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

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

ARTICLE XXIX
Health and Safety Committee

29.1 The Publisher and the Guild agree to the formation of a six member Health and Safety Committee (comprised of three (3) exempt Mercury employees and three (3) Guild represented Mercury employees) which will meet at least twice a year to discuss problems with VDT/CRT equipment, lighting and general working conditions. The Committee will discuss complaints and make recommendations to the Publisher for improvements. Either party may call an extra meeting to be held at a mutually agreeable time within 10 days to discuss an issue that is of an emergency nature demanding immediate attention.

29.2 The Publisher agrees to reimburse part-time employees who regularly use VDT-CRT equipment and who neither receive nor purchase health or vision benefits from the Publisher, up to $35 per year of actual out of pocket expenses for an eye examination upon presentation of a receipt showing the day that the eye examination was performed and the amount charged. This payment will not be made if an eye examination does not take place or if employees' said examination was covered by or paid by any health or HMO plan.

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

ARTICLE XXX
Ad Sales Incentive Plan

30.1 In addition to the wages provided in Article V, ad sales representatives shall be covered by an incentive program designed to provide additional earning opportunities for the previous year's sale and increased sales. The Employer reserves the right to modify the compensation structure of any advertising or salespersons, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; provided, however, that the Employer shall not modify an employee's compensation structure for solely disciplinary purposes. Accounts lists, territories, and goals shall be established in advance of the measurement period.

30.2 **(a)** It is agreed independent contractors may contact only inactive accounts for the purpose of selling advertising in any or all Peerless Publications products. Inactive accounts are those non-seasonal accounts who have been in business more than sixty (60) days, and who have not purchased advertising in the existing publication targeted by the Ad Director, during the prior three (3) month period. A targeted publication will be announced to the Ad staff thirty (30) days prior to

its assignment to an independent contractor. Ad sales reps shall not be limited in calling on any accounts active or inactive.

(b) Accounts being actively prospected by ad sales reps at the time of the signing of this Agreement or thereafter will not be contacted by independent contractors. For purposes of this Section 30.2(b), "actively prospected" means that, in the opinion of the Employer, said accounts are being aggressively pursued via phone, mail or face-to-face contact with demonstrable progress made toward obtaining their business. If the Employer determines any account is not being actively prospected, it may then be assigned by the Employer to an independent contractor.

(c) It is also agreed that the use of independent contractors in the Advertising Department shall not cause loss of income for any person covered by this Article XXX, nor shall their use cause the layoff, discharge, displacement or replacement of any employee covered by this Agreement.

30.3 Fringe benefits (sick leave, holidays, vacations, bereavement days, and jury duty) shall be paid at the current GROUP II minimum rate, plus incentive earnings. Severance pay and retirement benefits to reflect total earnings.

30.4 Payment of incentives shall be made by the second pay period of the month following the sales. The Employer will make every effort possible to make payment of incentives by the first pay period of the month following the sales.

30.5 A record of sales shall be compiled by the Employer. The sales representatives shall receive a copy of these records monthly.

30.6 Copies of the incentive plan or any revisions shall be provided to the Guild two weeks prior to implementation.

30.7 The total dollars of an account, which is out of business, shall be deducted from the salespersons' monthly totals for a period of twelve months.

30.8 The Employer shall have the right to designate accounts as "house accounts". The Employer will meet with Guild representatives for the purpose of considering input on behalf of Group II and Group III advertising salespeople with respect to the designation of an account as a house account, provided that the Employer's right to designate an account as a house account shall not be subject grievance or arbitration.

30.9 Any new or inactive account developed by telemarketing or classified advisors will be served by same unless in-person follow-up sales calls are deemed appropriate by the client, the salesperson, management.

30.10 The Employer will solicit and consider input from GROUP II advertising sales people and GROUP II employees when changes in the incentive structure are contemplated by the Publisher. The design of the incentive plan, and any revisions and modifications thereof, are the sole prerogative of the Publisher and may be made at any time by the

Publisher without consultation with, or consent of, Guild. Notwithstanding the foregoing, any dispute concerning any aspect of the incentive plan, including revisions and modifications thereof, may be submitted to the grievance procedure under Section 14.1 of this Agreement. However, in the event any such grievance is not resolved, it may be submitted to arbitration under Section 14.1 or under any other section of this Agreement and, in respect to all such unresolved grievances concerning the incentive plan, the Publisher's decision shall be final.

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

ARTICLE XXXI
Separability

31.1 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 XXXII
Duration and Renewal

32.1 This Agreement shall be valid and binding on "Effective Date" and shall continue in full force and effect for three (3) years thereafter. Effective date of agreement is July 31, 2016.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

Digital First Media

POTTSTOWN, PA

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

William D. Ross

Date: 12-21-2016

Date Exec. Director TNG-CWA 38010

Date

Date

William Haggerty

EXECUTION COPY
8/23/16

Date: 12/22/2016

Date E.V.P. Operations Digital First Media

Date

Date

EXECUTION COPY
2/22/13

Side Letter No. 1

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

If, on or after, the closing date of the purchase of the assets by 21st CMH Acquisition Co., under the Asset Purchase Agreement dated December 19, 2012 (the "APA"), 21st CMH Acquisition Co., operates The Mercury as the employer, the Guild agrees it will not assert any claims on behalf of any employees offered employment by 21st CMH Acquisition Co. for severance, unused accrued vacation, unused accrued sick, personal or paid time off, or any other obligation, contractual or statutory, arising out of the termination of the bargaining unit employees from employment with Journal Register Company on or before the first day 21st CMH Acquisition Co. operates The Mercury as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

_____
Bill Ross
For The Newspaper Guild of Greater Philadelphia, TNG Local 10/CWA Local 38010

_____
Date

EXECUTION COPY
12/22/16

CONTRACT

between

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

and

Digital First Media, Publisher of The Mercury

(Pottstown, PA)

THE NEWSPAPER GUILD
COMMUNICATIONS WORKERS OF AMERICA

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PREAMBLE

This Agreement, by and between Digital First Media, publisher of The Mercury (hereinafter referred to as the "Employer" or the "Publisher"), and THE NEWSPAPER GUILD OF GREATER PHILADELPHIA, TNG LOCAL 10/CWA LOCAL 38010 (hereinafter referred to as the "Guild" or the "Union"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding on "Effective Date" and shall continue in full force and effect for three (3) years thereafter. Effective date of agreement is July 31, 2016.

ARTICLE I
Recognition

1.1 During the term of this Agreement, and any extension or renewal thereof, the Employer will recognize and deal with the Guild as the exclusive agency and representative for purposes of adjusting grievances and of collective bargaining concerning rates of pay wages, hours of employment, and other conditions of employment of all its employees working in its Editorial, Circulation, Maintenance, Telephone Operator, Advertising Departments, and Business Office, but excluding publisher, general manager, personnel director, business manager, assistant to business manager, classified manager, assistant classified manager, editor, executive editor, managing editor, city editor, news/graphics editor, sports editor, photo department supervisor, on-line editor, circulation director, circulation manager, assistant circulation manager, distribution loading director, maintenance supervisor, marketing director, national advertising manager, display advertising manager, assistant display advertising manager, Penny Pincher general manager, Phoenixville general manager/supervising editor, dispatch manager, confidential secretaries, comptroller, business office manager, county stringer correspondents and commission advertising salesmen, and all supervisors, managers and confidential employees within the meaning of the National Labor Relations Act.

1.2 Composing room work may be assigned to be performed by employees covered by this Agreement.

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

1.4 The Employer is a content company that must be prepared to disseminate via print, wireless, pod cast, the Web (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be required to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice-overs, re-purpose content and engage in a variety of functions not traditionally a part of historical print journalism. Advertising sales persons

may be required to take photos for advertisements or advertorials, collect copy from advertisers, confer with advertisers about advertorial copy or content, and assist in the preparation of advertorials. Nothing contained elsewhere in this Agreement shall be construed as restricting such assignments. When the Employer requires employees to perform duties not historically performed by the members of the unit, the Employer will offer employees reasonable training.

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

(a) Positions covered by this Agreement are subject to consolidation elsewhere and to outsourcing. If this results in a reduction in force, such reductions shall be handled as provided for at Section 14.2. Severance pay shall be made in accordance with Article 13 of this agreement.

(b) There shall be no restriction on the use of content (both editorial and advertising) from any source, provided that this shall not be construed as modifying the final sentence of either Section 1.6 or the final sentence of Section 30.11.

(c) Distribution and circulation employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (e.g., other Digital First Media newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).

1.4 (a)

a) Company shall have the right to subcontract or transfer work covered by this Agreement which is described as editorial or advertising page production, i.e. page design, layout, pagination/make-up and copy editing to any other operating unit or company (owned by Company or its parent) or to an unrelated third party provided that the total loss of work as a result of this shall not be more than 2 FTEs;

b) Company shall have the right to subcontract or transfer classified, inbound and/or outbound telemarketing provided that the total loss of work as a result of this shall not be more than 1 FTE;

c) Further provided that in the event the subcontracting or transfer decision directly results in the layoff of any employee covered by this Agreement, the Company shall provide the Guild notice of its decision. The parties agree to meet to negotiate over the effects of the decision to subcontract or transfer work but in no event, will the failure to reach an agreement over the effects in any way delay the implementation of the subcontracting or transfer of work.

The Company shall provide 30 days' notice before any outsourcing.

1.5 **(a)** Nothing herein shall prohibit the Employer from temporarily transferring any newsroom employee from one newsroom position to another in order to expedite the flow of work.

(b) Advertorial work shall be done as follows: whenever the Advertorial Writer is absent or unable to perform the duties required of that position, the work is assigned to Guild-covered copy editors and/or non-bargaining unit personnel. Advertorial work is not assigned to reporters.

1.6 Should the volume of stringer copy increase to the level where the position of coordinator of independent contractors in the Editorial Department is reestablished, then such a position shall be a Guild-covered position at copy editor's scale.

1.7 The Employer may use copy, graphics, or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers.

ARTICLE II
Guild Shop and Dues Deduction

2.1 All employees who, on the date of the execution of this Agreement, are members of the Guild, shall, as a condition of continued employment, remain members in good standing during the life of this Agreement. All employees, who on the date of execution of this Agreement, are not members of the Guild, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after the execution of this Agreement. All employees who, subsequent to the execution of this Agreement, are transferred to positions to which this Agreement is applicable, and all employees who are hired after the execution of this Agreement, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after such transfer or hiring and thereafter remain members of the Guild in good standing during the life of this Agreement. "Members in Good Standing" as that term is used herein shall mean only that the employee has tendered dues and fees uniformly required of all members.

2.2 The Guild, in writing, will notify any employee who fails to remain in good standing with the Guild, that he is no longer in good standing, specify in what respects he is delinquent and afford him ten (10) days in which to remedy his delinquencies. A copy of the Guild's notification will be sent to the Employer. If the employee does not remedy his delinquency within the ten (10) day period, he shall be dismissed by the Employer.

2.3 If any employee is reinstated in good standing in the Guild after discharge pursuant to Section 2.2 of this Article, there shall be no obligation on the Employer to reinstate or re-employ such person.

2.4 Upon an employee's voluntary written assignment, the Employer shall deduct from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: _____

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

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until termination of the collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization

shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between the Employs and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's Signature Date

ARTICLE III
Management Rights

3.1 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 IV
Discrimination

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

ARTICLE V
Minimum Salaries

5.1 The weekly salaries of the employees based on their experience shall not be less than the amounts stated in Section 5.2 of this Article V on the applicable effective dates. However, notwithstanding the foregoing, the Employer reserves the right to modify the compensation structure set forth herein, including without limitation the amounts set forth in Section 5.2 and Schedules A and B below, of an advertising or salesperson, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; provided, however, that the Employer shall not

modify an employee's compensation structure for solely disciplinary purposes. Accounts lists, territories, and goals shall be established in advance of the measurement period.

3% across-the board wage increase year one; reopeners for wages only in years 2 and 3. Wage reopeners in February 2017 and February 2018, with any change in pay and effective date to be bargained jointly.

5.2 The following minimum weekly salaries shall be paid, effective as indicated:

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

Group I: Editors, Copy Editors, Advertorial

Start to 1 year	$716.42
After 1 year	$787.74
After 2 years	$880.20
Fourth Level*	$966.72

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

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

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

* *See Article XXVIII*

Group III: Telephone Solicitors, Ad-Visors

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

Group IV: Maintenance

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

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

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

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

$ 17.22/hr

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

Group I: Editors, Copy Editors

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

Group I (a): Advertorial Writers

Start to 1 year	$399.90
After 1 year	$453.78

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

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

Group II (a): Advertising Salespersons

Start to 1 year	$426.56
After 1 year	$453.23
After 2 years	$479.89
After 3 years	$567.23

Group III: Telephone Solicitors, Ad-Visors

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

Group IV: Maintenance

Start to 1 year	$373.24

After 1 year	$426.56
After 2 years	$482.14

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

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

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

$ 11.91/hr

Group VII: Janitorial

Start to 1 year $340.33

5.3 **(a)** In the application of the foregoing schedules of minimum salaries, "experience" shall include all employment in comparable work. Employees shall be classified as to the job title and experience rating at the time of employment, transfer, or promotion, and the Guild shall be notified thereof in accordance with the provisions of Article 24. An employee paid a salary above the minimum provided for his actual experience shall receive an experience rating which conforms to his salary.

(b) Employees hired after March 15, 1999 shall be paid in accordance with Schedule B and shall be placed at the "Start to 1 year" level, unless the Publisher elects to pay over the minimum. They shall progress based upon experience at The Mercury.

5.4 The difference obtaining at any time between the salary being paid to an employee and the minimum weekly salary which would be applicable to him under the provisions of Section 5.2 of this Article 5, shall be maintained whenever the minimum salaries are increased (including the increase in minimum salaries provided for in Section 5.2 of this Article 5) and whenever the employee becomes entitled to a higher minimum salary by reason of completion of a period of experience.

In order to effectuate the foregoing sentence, the salary of any employee whose salary is less than the highest minimum salary for his classification provided for in said Section 5.2 of this Article 5 shall, upon his completing a classification experience period, be increased by an amount equal to the difference between the minimum salary that would then be applicable to him and the next preceding minimum salary for his classification.

This section 5.4 does not apply to raises given in accordance with section 5.2 (b). Salaries of employees receiving such Section 5.2 (b) raises shall increase in accordance with the applicable experience steps set forth in Section 5.2 (a).

5.5 Except as otherwise provided in this Agreement, including as set forth in Section 5.1 above, there shall be no reduction in any employee's salary while this Agreement is in effect. The minimum wage rates established herein are minimums only. Nothing in this Agreement shall be construed as prohibiting a salary being paid to any employee higher than that required by Sections 5.1 through 5.4.

5.6 **(a)** Any employee who is scheduled to begin work on any day before 6:00 a.m. and any employee whose scheduled time for ending work is subsequent to 6:00 p.m. shall receive, in addition to his or her regular hourly rate, a night differential of $.45 cents per hour or three dollars ($3.00) for each shift whichever is greater. The night differential shall constitute a portion of the employee's regular salary for all purposes, including sick leave, vacation, holiday, and severance pay.

(b) A covered truck run shall be defined as papers delivered in bulk to racks, stores and carriers as listed on the truck delivery manifest but not to include drops made by independent contractors, distributors or agents. The present covered truck runs are numbers 1, 2, 3, 4, 6, 7, 8, 9 and Penny Pincher run(s). The aforementioned truck runs listed are solely for descriptive purposes and do not constitute a manning requirement nor Publisher's intent to maintain any named or minimum number of truck runs.

(c) Full-time distribution employees, then all remaining distribution employees by seniority and availability, shall be given first consideration to be scheduled for a down motor route or a skip run and will receive the truck driver pay for the delivery time portion of the shift.

A distribution employee's vacation, sick leave, holiday, and severance rates of pay shall be based on the average of the last fifty-two (52) weeks of work.

(d) A twelve dollar ($12.00) differential will be paid for shifts that include work time between 6 p.m. and midnight on Saturday.

(e) The following have been named regular part-time distribution employees with medical benefits: Jeff Moses and Tim Antush.

Any references to named regular part-time distribution employees with medical benefits in this Agreement applies to and shall remain in effect only for the above named employees.

5.7 **(a)** Any employee who works in more than one classification shall receive the rate of salary of the higher paid of the two classifications for the time worked in such higher paid classification. The rate of salary which he shall receive for work in said higher paid classification shall be the greater of either the rate in that classification for the number of years of experience in the classification in which

he usually works or the rate in said higher classification next higher than the rate which he receives for work in the classification in which he usually works.

If in anyone financial week such employee works more than eighteen (18) hours in a higher paid classification than his own, he shall be paid at the rate specified above for the entire week.

The application of the pay for working out of classification language in this Section 5.7 (a) is limited to pay for work on the daily newspaper, the Penny Pincher and other print products.

(b) With respect to product(s) other than print product(s), any employee filling in for the On-Line Editor shall be paid in accordance with Section 5.7 (a).

5.8 Whenever an employee covered by this Agreement is assigned by the Employer to perform the work of a department head, he/she shall be paid, in addition to his/her regular salary, ten percent (10%) of the top minimum of the classification or a minimum of $12.00, whichever is greater. It is understood and agreed that such assignment shall be for a minimum period of one working day.

5.9 Bi-weekly pay and Direct Deposit: Upon four weeks' notice, biweekly pay and direct deposit for all bargaining units that don't have biweekly pay and direct deposit, provided that the company will work with those who present a hardship with such a change. The following is language used in prior conversions from weekly to bi-weekly pay for employees who requested assistance:

"In October, pay will transition from weekly paychecks to paychecks every other week. The last weekly check will be on October 7th (pay for September 26 – October 2). On October 14th, an advance of $300 will be paid to full-time employees. A pro-rated advance, calculated at $7.50 per hour for hours normally worked, will be paid to part-time employees. The advance is intended to assist employees in the transition from weekly pay to pay every other week. Repayment of the advance will be in three portions deducted from regular pay on October 21, November 4, and November 18."

ARTICLE VI
Hours and Overtime

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

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

(b) Additionally, by mutual agreement of the Employer and the employee, an employee's normal workday may exceed eight (8) hours per day and/or may include split shifts, provided that this sentence shall not be construed as modifying Subsection 6.2 (a) DRIVERS and in particular subparagraph (2) of that subsection. Similarly, by mutual agreement of the Employer and the employee, an employee in the Business Office or Advertising Department may be scheduled for a shift on Sunday. Any employee who works more than ten and one-half (10 1/2) hours per workday, shall be entitled to a meal allowance. No employee shall be penalized for refusing to accept such an alternative work schedule.

6.2 **(a)** DISTRIBUTION – Full-time distribution employees shall be scheduled for thirty-seven and one-half (37 1/2) hours per week in five (5) days, Sunday through Saturday, at seven and one-half (7 1/2) hours per day. Whenever possible, the Employer will endeavor to provide full-time distribution employees with twenty-six (26) weekends off per calendar year, and, when feasible, shall give such employees the option of Friday and Saturday, or Saturday and Sunday, or two (2) consecutive days off in the week as their weekend. However, the Company shall have full discretion to schedule full-time distribution employees as necessary to meet operational needs, and may provide less than twenty-six (26) weekends off in some cases.

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

All benefits to which distribution employees are entitled shall be compensated on the basis of time worked as defined in 6.3.

(c) Full-time distribution employees, then named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)), then part-time distribution employees (part-timers without medical benefits) shall be given the first opportunity to work overtime, except where recalls for overtime would be for one hour or less. Overtime shall be offered to full-timers on a rotating basis except where such overtime results from the absence of a substitute. In the event no full-time distribution employee is available for the overtime, said overtime shall be offered to named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)) on a rotating basis. In the event no full-time distribution employee or named regular part-time distribution employees (part-timers with medical benefits named in 5.6 (e)) is available for the overtime, said overtime shall be offered to part-time distribution employees (part-timers without medical benefits) on a rotating basis.

(d) By mutual agreement between the employee and the Employer, part-time distribution employees (other than the named regular part-timers in 5.6(e)) may

work additional hours at the end of his/her scheduled shift, up to a full 7.5 hour shift at the straight-time rate.

(e) Named regular part-time distribution employees (part-timers with medical benefits named in Section 5.6 (e)), maybe scheduled to work up to five days, up to thirty-seven and one-half (37 1/2) hours and maintain their medical benefits.

(f) The Publisher and the Guild will agree on an availability form on which a part-time distribution employee may modify his/her availability on a semi-annual basis, before December 1st to be effective for the period of January 1st through June 30th , and before June 1st to be effective for the period of July 1st through December 31st. This availability form will be the basis for any scheduling of work where availability is a prerequisite per the terms of this Agreement.

6.3 (a) DRIVERS.

1. The acceptance of severance terminates all rights under this Agreement, including recall.

2. The normal workday may exceed eight hours per day and employees may be required to work split shifts. Any day a distribution employee works more than ten and one-half (10 1/2) hours the distribution employee shall be entitled to a meal allowance.

3. Overtime shall be paid in accordance with Section 6.3 of this Article 6.

4. Overtime associated with a particular run(s) shall be assigned. Other overtime, such as an extra day's work, shall be assigned as provided for at Section 6.2(c). The Employer shall continue to have the right to employ persons at straight time before incurring overtime.

5. At least once a year the Employer shall post the drivers' schedule for seniority bid. The Employer may bid the schedule more frequently at the Employer's sole discretion.

6. A regular distribution employee's position shall indicate the truck run(s), the days on which the work is to be performed, and the anticipated normal starting time. Starting times may be changed as provided for at Section 6.6.

7. Certain distribution positions may be designated as relief drivers. Relief drivers may be used for any purpose including covering trips of regular distribution employees who are off for any reason (e.g., vacation, injury, illness, etc.). The schedule for relief drivers shall indicate two (2) days off. Recognizing that the actual hours and days of work for relief drivers will vary, the Employer shall give such notice as it can reasonably provide under the circumstances.

8. Whenever a distribution employee is assigned by the Employer to do the work of the Distribution/Loading Director position, the posted schedule shall indicate the person assigned, as well as the days on which the work is to be performed and the anticipated normal starting time. Such person shall be compensated in accordance with Article 5.8.

9. The Employer, at its sole discretion, may hire casual employees whose only right under the Agreement shall be to be paid the stipulated hourly rate. Qualifications for benefits shall be the same as for part-time employees. Regular employees shall be offered straight time hours before casuals shall be used.

10. Distribution employees may be assigned any work related to the handling or delivery of The Mercury or Penny Pincher, including the receipt and staging of products at any Employer facility or the delivery of down routes.

11. Distribution employees may be assigned work relating to other products or materials without conferring jurisdiction on the Guild (*e.g.*, other Digital First Media newspapers or shoppers, other newspapers or magazines, samples, pre-prints that have not been inserted, etc.).

12. The Employer at its sole discretion may modify, add, or discontinue truck runs.

13. Sections 15.2 and 15.3 shall apply to drivers and the in-charge position.

14. If a distribution employee leaves, the Employer is not required to re-bid the schedule. It shall first offer a regular driver position to the current employees in seniority order. Thereafter the Employer may fill from the outside.

6.4 Overtime shall be paid at time and one-half and shall be defined as work performed in excess of 40 worked hours during anyone week. However for purposes of this Section 6.4, the "40 worked hours" threshold shall include time not worked but paid for as holidays or vacation days.

6.5 A minimum of four (4) hours' pay at the overtime rate shall be paid to any employee called back after the completion of his/her work on any day and after leaving the Employer's building or the place where his/her duties are being performed, unless previously agreed to.

6.6 Whenever possible, the Employer will endeavor to provide editorial department employees and circulation department employees with twenty-six (26) weekends off per calendar year, and, when feasible, shall give such employees the option of Friday and Saturday, or Saturday and Sunday, or two (2) consecutive days off in the week as their weekend. However, the Company shall have full discretion to schedule full-time

distribution employees as necessary to meet operational needs, and may provide less than twenty-six (26) weekends off in some cases.

6.7 Work schedules for full-time employees and named regular part-time distribution employees (part-timers with medical benefits named in Section 5.6(e), showing a starting and an ending time shall be posted seven (7) days in advance. For part-time employees, the Employer shall make a bona fide effort to post schedules seven (7) days in advance. However, such schedules shall not be posted less than three (3) days in advance. Scheduling showing a starting time and an ending time for part-timers/ distribution employees shall be according to seniority and availability.

6.8 The Employer shall cause a record of all overtime to be kept. Copies of such records shall be given to the Guild on request.

6.9 Except as provided in Section 6.6, the Employer agrees that it will not schedule the days of work, number of hours of work on any day, or the time for the beginning and ending of work on any day of any current part-time employee in the Distribution Department in such a manner as interfere with such employee's presently held full-time position with any other company or organization.

In the event of a change in the employee's full-time work schedule outside of the time frame set forth in Section 6.6, the Employer shall make a best effort but have no obligation to change the days of work, or the time for beginning or ending work on any day, then pertaining to such employee's work for the Employer.

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

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

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

ARTICLE VII
Expenses

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

It is agreed that employees who use their vehicles in the service of the Employer will not be required to transport newspaper vending racks, metal posts or any other material that

cannot be secured in the trunk of the vehicle. Employees will not be required to operate vehicles in an unsafe manner.

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

7.2 (a) The Employer shall compensate employees for the use of an automobile in the service of the Employer at the rate of forty-three cents ($.43) per mile.

(b) It is further agreed that the Guild shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Employer verifying that the average rate for gasoline in the area has increased, in which case the reimbursement rate of forty-three cents ($.43) per mile shall be increased as set forth below.

When the Guild submits documentation showing that the price of regular unleaded gasoline has reached ten cents ($.10) above the price of such gasoline on the date this Contract is ratified, based on averages for three Pottstown gasoline retailers listed below, the Company will increase the prevailing rate in Section 7.2(a) by one-half cent ($.005) per mile. And for each subsequent ten cent ($.10) increase in the price of a gallon of such gasoline, the rate shall be increased by one-half cent ($.005).

If the price of such gasoline would decrease, then for each ten cent ($.10) decrease the mileage allowance will be reduced by one-half ($.005) cent per mile, but not below the prevailing base rate in Section 7.2(a). The Employer shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Guild demonstrating such decreases.

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

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

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

For purposes of this Section 7.2(b), the documentation referred to may include dated receipts showing the price paid for gasoline at one of the stations referred to above, or dated photographs of signs at the same listing the present prices of gasoline.

7.3 Any employee required to work ten and one-half (10½) hours or more on any day, shall have his/her meal expense paid by the Employer, up to a maximum of $10.00 upon presentation of a receipt from the establishment the meal was purchased from. There shall

be no reimbursement without receipts showing the amount, date and type of item bought. Receipts are to be turned in on a timely basis as per present practice regarding expenses.

ARTICLE VIII
Holidays

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

EDITORIAL DEPARTMENT:

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

8.3 Notwithstanding Section 8.2, an employee in the Editorial Department who is required to work more than three (3) holidays shall receive an additional day off per such holiday worked with pay, scheduled by mutual agreement, in addition to anything which the employee is entitled in Section 8.2.

ALL DEPARTMENTS: (EXCEPT EDITORIAL)

8.4 If an employee is scheduled to work one of the holidays, the employee will receive another day off with pay as the holiday, scheduled by mutual agreement within thirty (30) days preceding or thirty (30) days following such holiday, and, in addition will receive time and one-half for all hours actually worked on the holiday. Holidays in this instance do not include personal holidays or floating holidays.

8.5 Employees, including those employees in the editorial department, who have completed one year's employment or more with the Employer as of January 1st of each calendar year, shall receive three (3) floating holidays. Scheduling of these holidays, is by mutual agreement, and shall be agreed to at least ten (10) days in advance. In the event of an unanticipated bona fide emergency, a floating holiday may be scheduled by mutual agreement with less than ten (10) days advance notice.

8.6 Should a holiday on which an employee is entitled to be free from work occur on one of such employee's regular days off or during his vacation, said employee shall, within thirty (30) days preceding or thirty (30) days following such holiday be granted another day free from work (in addition to his regular days off and vacation) without deduction from his salary.

ARTICLE IX
Vacations

9.1 Employees shall be entitled in each calendar year to vacations with full pay on the following basis:

(a) Five (5) weeks' vacation with pay for those continuously employed by a prior publisher of the Mercury for twenty (20) or more years as of the execution of this Agreement.

(b) Four (4) weeks' vacation with pay for those who have been continuously employed by the Employer for ten (10) years or more.

(c) Three (3) weeks' vacation with pay for those who have been continuously employed by the Employer for three (3) years or more but less than ten (10) years.

(d) Two (2) weeks' vacation with pay for those who have been continuously employed by the Employer for more than one (1) year, but less than three (3) years. Employees may take one (1) of their two (2) first-year vacation weeks after they have been continuously employed for six (6) months.

(e) All other employees who have not worked for the Employer for the entire previous calendar year shall receive one (1) day's vacation with pay for each twenty-five (25) working days in the previous calendar year that he was m the employ of the Employer.

(f) All employees must take their vacation during the calendar year due except by mutual agreement of the employ and the Employer.

9.2 An employee's length of service with the Employer for the purpose of this Article 9 shall be the total number continuous years which the employee has completed service of the Employer on January 1st of the calendar which vacation is to be taken (including years of service with previous publishers of The Mercury).

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

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

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

ARTICLE X
Sick Leave

10.1 **(a)** "Service Year" as used in this Article designates that period of 365 consecutive days which begins with the date or the anniversary of the date of the beginning of

the employee's service with the Employer (including years of service with previous publishers of The Mercury). An employee who is absent because of illness shall, during his absence, be entitled to receive as sick leave amounts equal to his regular weekly salary, such pay to be granted on the basis of one week's pay for every twelve (12) months of service or major fraction thereof up to a maximum of ten (10) weeks, provided that any employee who currently has more than ten (10) weeks shall not forfeit such days accrued prior to March 15, 1999.

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

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

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

(1) The maximum amount of sick leave to be restored is ten (10) weeks;

(2) Sick leave shall only be restored after the employee has actively worked ninety (90) full working days; and

(3) such restoration shall only occur once in the course of an employee's employment.

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

NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of two (2) days duration or less will be relaxed, providing the employee notifies his immediate superior of such illness prior to the time he is scheduled to report for work, and provided there is no indication of malingering. When malingering is suspected by the Publisher, the employee will be informed in writing that on the next occurrence of illness he/she may be required to produce a doctor's certificate. In the latter case a doctor's certificate may be required before sick pay is allowed. The requirement of producing a doctor's certificate will remain in effect for six (6) months or until rescinded by the Publisher.

10.3 The provisions of this Article shall in no way affect, modify, or waive the Employer's rights and liabilities or the employees' rights, under the Workers' Compensation Laws.

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

10.5 Granting and payment of sick leave in cases of pregnancy disability shall be on the same basis as all other disabilities.

10.6 It is agreed employees will make a bona fide effort to schedule medical, dental and other health-related appointments during non-work hours. When employees find they must schedule such appointments to obtain needed care during working hours, they may do so upon advance notice to the supervisor and may deduct the necessary time required for the appointments from accumulated sick leave time.

ARTICLE XI
Leaves of Absence

11.1 Upon request, the Employer shall grant an employee a leave of absence without pay for good and sufficient reason provided it is practicable for the Employer to grant such leave.

11.2 If an employee is elected or appointed to any Newspaper Guild or AFL-CIO office or office of a local of The Newspaper Guild or of any labor organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated, such employee shall be given a leave of absence without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.

11.3 Leaves of absence shall, without pay, upon request, be granted to employees who are elected or appointed as delegates to conventions of The Newspaper Guild, AFL-CIO or of any organization with which The Newspaper Guild or the Newspaper Guild of Greater Philadelphia is affiliated or as delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by an organization with which The Newspaper Guild is affiliated. Such employee shall be reinstated in the same or a comparable position upon the expiration of such leave. No more than two (2) employees shall be granted such leaves at any one time and they must be from different departments, provided that these restrictions may be relaxed by mutual agreement of the parties.

11.4 Child care leave without pay or benefits shall be granted upon request, provided it is practicable for the Employer to grant such leave, beginning immediately after cessation of a disability connected with the birth of a child or placement of a child in the employee's home for adoption. Foster care child leave may be taken provided formal application has been made by the employee to adopt the foster child placed in the employee's home. It is understood that all applicable state and federal laws pertaining to pregnancy disability will be observed and no employee shall be required to take a child care leave of absence. It is anticipated by both parties that, except in unusual circumstances, childcare leave is not to exceed six (6) months. Only one such leave shall

be granted to an employee in any calendar year. The employee shall have the option to pay the health premium for the duration of the leave.

11.5 Leaves provided for in this Article shall not constitute breaks in continuity of service and the period of such leave shall be deemed in part of, and be added to the employee's length of service with the Employer for the purpose of computing the amount of sick leave, vacation experience and other benefits to which the employee is entitled under this Agreement after returning to work but the duration of leaves under Sections 11.1 and 11.2 may be deducted from an employee's length of service in computing severance pay and anniversary raises. The duration of leave under Section 11.4 may be deducted when computing anniversary raises.

11.6 An employee accepting full-time gainful employment while on a leave of absence which is not connected to his leave of absence and is for the purpose of solely seeking employment elsewhere with the intention of leaving The Mercury and not returning, shall automatically be dismissed except if the parties agree to the contrary.

11.7 All employees covered by this Agreement become eligible for inclusion under the Family and Medical Leave Act when they have been employed by the Employer at least twelve (12) months and have worked at least 1,250 hours during the last twelve (12) months.

11.8 **(a)** If an employee is entitled to family leave under the Family Medical Leave Act (FMLA) and for another type of leave as provided for under this Agreement, paid or unpaid, except sick leave, the employee has the option of using vacation/personal time prior to or subsequent to taking approved FMLA leave or, the employee may elect to substitute vacation/personal time for unpaid FMLA leave, in which case the leave will be integrated.

(b) If an employee is entitled to leave due to his/her own serious health condition, the Employer requires that paid sick leave be integrated with the FMLA leave.

(c) Whenever leaves are integrated they will run concurrently and the other type of leave will count toward the employee's twelve (12) week entitlement to leave as provided for under the Family Medical Leave Act. An employee may request a variance of this integration of leaves policy but the final determination is at the sole discretion of the Employer.

11.9 The calendar year (e.g., January 1, 2012 through December 31, 2012) will be utilized as the method of measuring the twelve (12) month "leave year" period under the Family and Medical Leave Act (FMLA) of 1993.

ARTICLE XII
Military Service

12.1 Any employee covered by this Agreement with two (2) months or more service with the Employer who is required to enter or who while the United States is at War or engaged in a Korea or Vietnam type of policy action or voluntarily enters the military service or armed forces of the United States (including the women's branches, auxiliaries, Coast

Guard or Merchant Marine), or who, under or by virtue of any national service or draft legislation or universal military training legislation is required to take employment with another employer including the United States government or any of its branches, agencies or subdivisions, shall be considered as on leave of absence without pay and shall have the time spent by him in such service added to the length of his service with the Employer, and to his experience rating, but his experience rating shall not be increased by more than thirty (30) months of such absence, unless during his period of service above described, the employee has been engaged for a period of more than thirty (30) months in work similar to that performed by him for the Employer at the time that he entered such service, in which event, the Employer shall grant such amount of credit for experience rating beyond thirty (30) months as the circumstances may warrant.

12.2 Any such employee who within ninety (90) days of his discharge from such service applied for reinstatement shall, within two (2) weeks after the Employer receives such application, be returned to his former position and former salary, or the salary then applicable to such position, or to a position of equivalent compensation, if he is physically and mentally capable of filling it. All wage increases granted under Article 5 of this Agreement during his absence in such service, to which he would have been entitled had he not been so absent, shall be considered as forming part of the rate of pay then applicable to the position he held, and to the rate of pay he received, upon taking his leave of absence.

12.3 If any employee, upon his return from military service is found to be physically or mentally incapacitated to the extent that he is unable to resume his former employment, the Employer shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall be considered dismissed as of the date such decision is reached and shall receive his severance pay.

12.4 Application for resumption of work must be made within ninety (90) days after termination of military service, plus travel time from separation center to place of employment.

12.5 An employee promoted to take the place of one entering or already in military service may, upon resumption of employment of such employee, be returned to his previous position and salary but at no less than the then current minimum salary for the position. All employee so promoted, and which such promotion is temporary, shall continue to accumulate experience credit in the classification from which he was promoted. In the event of a subsequent permanent change in employment, and consequent of classification, the employee shall receive full experience credit in such new classification for the period in which he has already been engaged in such new classification.

12.6 An employee hired as a replacement for one entering or already in military service, shall be covered by all the provisions of this Agreement, except by Section 12.1 through 12.4 of this Article 12, and except that such employee, on his own entering military service, shall be construed to be a dismissed employee and shall be given accumulated severance pay.

12.7 An employee hired as a replacement for one entering or already in the military service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.

12.8 An employee hired or promoted as replacement of an employee entering or already engaged in military service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee he is replacing, and a copy of such notice shall be sent to the Guild.

12.9 Employees who are members of the Armed Forces Reserve, Coast Guard Reserve or the National Guard and who are required to participate in an annual period of active duty will be granted a leave of absence, without pay, for this purpose for the duration of such annual period of active duty, and the duration of such leave shall be deemed to be service with the Employer.

12.10 A conscientious objector, upon release from Federal Service or other duties imposed upon him as such, shall be considered as having received his discharge.

ARTICLE XIII
Severance Pay

13.1 **(a)** Upon dismissal for any reason, an employee shall receive cash severance pay in a lump sum equal to one (1) week's pay for every six (6) months of service or major fraction thereof, such pay to be computed at the then current weekly compensation received by the employee, up a maximum of thirty (30) weeks.

(b) Upon retirement or resignation at age fifty-four (54) or after an employee continuously employed since March 14, 1999 shall receive cash severance pay in the same dollar amount that the employee would have received if that employee would have been laid off on March 15, 1999.

(c) At the option of the employee, the above severance payment may be taken in a lump sum or in thirty (30) weekly installments. Such choice must be made in writing not less than sixty (60) days prior to the first due payment.

(d) The payment of any of the severance pay described in this Article 13.1 shall be contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A

13.2 Notwithstanding Section 13.1, severance pay shall not be paid to an employee:

(a) who resigns prior to age 54;

(b) who provokes his dismissal for the purpose of obtaining severance pay;

(c) who is dismissed for workplace theft;

(d) who is dismissed for failure to maintain Guild membership in good standing; or

(e) who is dismissed for cause.

13.3 On the death of an employee, his beneficiary shall be paid by the Employer, or as a result of the group life insurance plan instituted and wholly paid for by the Employer, an amount at least equal severance pay to which he would have been entitled as set forth in Section 13.1 above if he had been discharged on the date of his death. If the proceeds ($7,500 and in the event of accidental death, $15,000) of the group life insurance plan payable to such employee's beneficiary shall equal or exceed such amount, the beneficiary shall receive proceeds of the group life insurance plan and an additional payment shall be made by the Employer. If the proceeds of the group life insurance plan shall be less than such amount, the Employer shall pay such employee's beneficiary a sum equal the difference between the proceeds of the said group life insurance and the said amount.

13.4 Employees will receive credit for all years of service with previous publishers of The Mercury.

ARTICLE XIV
Grievance and Arbitration Procedure

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

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

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

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

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

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

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

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

14.6 Prior to the filing of the written grievance, pursuant to Section 14.1 above, any employee(s) may present the issue to his or her supervisor for informal adjustment, provided the employee is permitted to have a Guild representative present. Any such

informal adjustment shall be without precedent, unless the Guild and the Employer agree otherwise.

14.7 The procedure following applies exclusively to grievances of discharges:

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

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

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

(ii) After an arbitrator has issued a decision in any discharge case that arbitrator shall be removed from the panel and another arbitrator selected as a replacement using the method above, unless both parties agree to retain the arbitrator who issued the decision.

(iii) Unless specifically modified by this section, the arbitration shall be conducted in accordance with all relevant provisions of this Article 14.

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

ARTICLE XV
Job Security

15.1 There shall be no disciplinary discharge or dismissal except for just and sufficient cause. It is understood by the parties that the provisions of this Section 15.1 deal only with discharges or dismissals for just and sufficient cause, and are independent of and do not impact upon the operation of any section of Article 16 dealing with reductions in force.

15.2 In the event dismissals are deemed necessary as the result of new or modified organization, methods processes or equipment, the Employer will give the Guild thirty (30) days advance notice of the potential impact on Guild positions. The dismissals will be made in inverse order of seniority in the Job classification in which dismissals are to

be made. Those employees who are dismissed will receive severance pay to which the employee is entitled, with a minimum of two weeks, contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A. When practicable, the Employer will give consideration to training employees dismissed under this Section for positions in other classifications where openings are available. Nothing herein shall require the Employer to place any displaced employee in a position for which he/she is not qualified.

15.3 In the event of dismissals to reduce the force for reasons other than those set forth in Section 15.2, the Employer shall notify the Guild, and the employee to be dismissed, of any such dismissals or discharge to reduce the force. Upon request, the Employer will advise the Guild of its reasons for reducing the force. This does not require the Employer to prove that it could not continue to exist as a viable entity absent the reduction of force. There shall be no dismissals or discharges to reduce the force for a period of two (2) weeks after notice has been given to the Guild, during which time the Employer shall accept voluntary resignations from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Article 13, contingent upon the employee's execution, and non-revocation, of the Employer's standard release of claims, an example of which is attached hereto as Exhibit A. The number of employees dismissed shall be reduced in the extent that the force reduction has been achieved by resignations.

15.4 Remaining dismissals, if any, pursuant to Section 15.3 in job classification in which dismissals are to be made shall be made in the inverse order of the total length of service for the Employer.

15.5 **(a)** Employees dismissed pursuant to Section 15.2, 15.3 and 15.4 shall be placed upon a reinstatement list. The Employer shall fill all vacancies with persons on the list in the order of length of service for the Employer in the classification in which the vacancy occurs. Time spent on a reinstatement list by dismissed employees shall not constitute breaks in continuity of service, but need not be counted as service time, in computing length of service with the Employer.

(b) One rehired to a vacancy under Section 15.5 (a) shall be paid at least the applicable minimum for the classification in which he is rehired plus whatever dollar differential above minimum he enjoyed when dismissed.

15.6 The rights of employees on a reinstatement list as provided for in Section 15.5 (a) shall be accorded to them prior to any new employees being hired, provided, an employee to whom such rights are be accorded responds to a call to be rehired by advising the Employer of his intention to report for work not more than five (5) working days after receipt of notice sent to him by certified mail, to last known post office address in the Employer's records. If such an employee fails to report within fifteen (15) working days after receipt of the Employer's notice to work shall lose all rights under Section 15.5, unless he is temporarily incapacitated, preventing him from responding or returning to work, in which case, he must notify the Employer, in writing, within three (3) working days after he is able to respond that he will report within fifteen (15) working days.

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

(a) On the reinstatement list in excess of twenty four (24) months;

(b) Fail to return to work at the expiration of a leave of absence or an extension thereof;

(c) Work for another employer during a leave of absence, except by agreement of the parties hereto in accordance with Section 11.6 of Article 11, and (d) give a false reason in obtaining a leave of absence.

15.8 The Guild and all employees shall be notified at least one (1) month in advance of dismissal by way of sale or discontinuance of publication, or one month's compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any severance pay due under Article 13.

16.9 For any employee whose work is eliminated as a result of outsourcing as negotiated in this agreement only, the Employer shall offer him or her employment in any open positions for which they are qualified in the Company's sole discretion, and such determination shall not be arbitrary. The employee may choose to accept the position or take severance pay as set forth herein.

16.10 Anyone who is laid off because of outsourcing as part of this joint agreement, the Company will enhance the CBA's current severance formula by a minimum of two additional weeks, and will negotiate a medical lump sum payment for employees on a Company medical plan at the time of an outsourcing event.

16.11 In the event that any outsourced work returns to the Company that out sourced it, the Guild will have representation rights regarding those employees who will perform such work. Guild retains jurisdiction over any remaining work that is not outsourced.

16.12 No editorial outsourcing shall occur on or before December 31, 2016.

ARTICLE XVI
Transfers to Other Enterprises

16.1 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 other enterprises conducted by the Employer or by a subsidiary, related or parent company of the Employer), without the employee's consent and payment of all transportation and other moving expenses of himself and family. There shall be no reduction in salary or impairment of other benefits to which the employee was theretofore entitled, as a result of such transfer. An employee shall not be penalized for refusing to accept transfer.

ARTICLE XVII
Promotions

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

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

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

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

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

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

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

(b) Insofar as consistent with Sections 15.5 and 15.6, give first opportunity for regular employment to (i) part-time employees, and (ii) then to temporary employees.

17.5 Notice of all Guild-covered vacancies shall be posted on all available bulletin boards and copies thereof given to the Guild. Employees not on a reinstatement list desiring to fill such vacancies shall submit written applications within seven (7) business days of such posting to be followed by an interview if requested by the employee. Any employee who

is unsuccessful in bidding for such a position may ask for and shall receive an explanation of the decision.

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

ARTICLE XVIII
New Employees' Trial Period

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

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

ARTICLE XIX
Jury Duty

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

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

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

ARTICLE XX
Group Insurance

20.1 Medical premium cost share shall change from 60-40 to 65-35 effective the first of the month following ratification for the first contract year. Thereafter, the benefits and the Publisher's share of premium costs shall be no less than those offered to management and non-represented employees. Bargaining unit employees shall be eligible to participate in the same benefit plans and on the same basis as the Employer's non-union employees.

The Employer agrees to maintain during the term of the Agreement group medical insurance plans, including a dental plan and major medical plan, as such plans were in effect as of the effective date of this Agreement.

20.2 Bargaining unit employees who work under thirty (30) hours per week, who were purchasing medical insurance with a prior publisher of The Mercury on March 14, 1999, may continue to purchase medical insurance and will pay the full cost of such coverage. This coverage shall not apply to employees (part-time) whose spouse is eligible for family coverage under his/her employer s plan. Payment for such coverage will be made through payroll deduction.

20.3 The Employer will implement its flexible spending account to allow employees to set aside pre-tax dollars to pay for deductibles, co-pays and other covered but un-reimbursed medical expenses. At the end of each calendar year any leftover funds, after the Employer has been made whole for payments and administrative costs, will be donated to a charity jointly designated by the Employer and the Guild.

20.4 The employees' contribution to the health plan will be made with pre-tax dollars under the Employer's IRS 125 Plan.

20.5 In addition to the plans provided for above, the Employer shall have the unilateral right to offer additional other plans under such terms and conditions as are established by the Employer.

ARTICLE XXI
Bulletin Boards

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

ARTICLE XXII
Part-Time and Temporary Employees

22.1 A part-time employee shall be considered one who works less than the full workweek as provided in this Agreement.

22.2 Part-time employees are subject to all terms of this Agreement. Their wages and other benefits to which they are entitled shall be computed on a pro-rata basis, in proportion to the hours paid for.

22.3 A temporary employee may be hired as a replacement for an employee on sick leave, military leave, maternity leave, leave of absence, or vacation. An employee hired or promoted temporarily to replace an employee on such leave or vacation shall, at the time of such employment or promotion, be given a written notice to that effect stating which employee he is replacing and a copy of such notice should be sent to the Guild.

22.4 Temporary employees, other than those specified in Section 22.3, may be employed on special projects and shall be subjected to all the provisions of this Agreement except Articles 10, 11, 12, 13 and 17. The term of employment of such employees shall not exceed three (3) months in any twelve (12) consecutive months beginning with the date of their hiring.

22.5 Part-time employees desiring extra work shall be given first opportunity prior to the hiring of temporary employees, provided they have registered their desire with the Employer and furnished him a list of their competent skills.

22.6 Temporary employees, other than those specified in 22.3, shall not be employed where the result of such employment would be to eliminate or displace a position for a full or part-time employee. It is agreed that part-time positions shall be established only for bona fide business reasons and not for the purpose of eliminating full-time positions.

22.7 All part-time employees who work a consistent thirty (30) hours per week shall be considered fulltime for insurance purposes only.

ARTICLE XXIII
Bereavement Pay

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

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

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

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

ARTICLE XXIV
401(k)

24.1 For present and future employees in job classifications that were eligible to receive pension plan contributions from the prior publisher of The Mercury, during this Agreement the Employer will make available a defined contribution retirement plan with

a 401(k) feature into which eligible Guild employees covered by this Agreement may make elective deferrals. The Employer will contribute 3.0% of the employee's regular, straight-time wages based on a 40 hour week for full time employee and 3.0% of the employee's regular, straight-time wages based on actual hours worked each week for part time employees; and, for employees paid on a partial or full commission basis, 3.0% of the total of the employee's regular, straight-time wages plus variable incentive compensation up to the maximum amount permitted by law. There will be no other Employer contributions, including no Employer match to any elective deferrals made by the employee.

24.2 Employees will receive credit for all years of service with previous publishers of The Mercury.

ARTICLE XXV
Information from Publisher

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

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

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

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

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

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

Resignation, retirement, deaths, overtime worked and any other revisions in the data listed in Section 25.1 and effective dates.

ARTICLE XXVI
No Strike/No Lockout

26.1 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 XXVII
Miscellaneous

27.1 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.

27.2 The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated/air conditioned and lighted place for the performance of all work.

27.3 An employee required to work on Election Day during all the hours polls are open shall receive sufficient time off with pay to enable him to vote.

27.4 Employees shall not engage in outside activities which consist of services to be performed for media in competition with the Employer, and provided further that without permission no employee shall exploit his or her connection with the Employer in the course of any activities.

27.5 Any union representative shall be permitted to visit anywhere in the premises of The Pottstown Mercury newspaper during working hours, providing they first notify the Publisher's Office of same and indicate the purpose of the visit.

27.6 Employer Issued Digital Camera Equipment

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

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

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

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

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

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

Failing to maintain the standards set forth herein may be "just and sufficient" cause for discipline under Section 15.1 of this Agreement between the parties, and subject to the provisions of Section 15.1.

27.7 The Employer may rely upon any past disciplinary action, regardless of its time of occurrence, in any future disciplinary actions, including without limitation in cases involving discipline for violation of harassment or discrimination policies. The arbitrator shall be free to determine the amount of weight, if any, to attach to such evidence, consistent with the just and sufficient cause standard set forth in Section 15.1.

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

ARTICLE XXVIII
Employee Integrity and Privilege Against Disclosure and Authentication

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

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

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

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

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

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

ARTICLE XXIX
Health and Safety Committee

29.1 The Publisher and the Guild agree to the formation of a six member Health and Safety Committee (comprised of three (3) exempt Mercury employees and three (3) Guild represented Mercury employees) which will meet at least twice a year to discuss problems with VDT/CRT equipment, lighting and general working conditions. The Committee will discuss complaints and make recommendations to the Publisher for improvements. Either party may call an extra meeting to be held at a mutually agreeable time within 10 days to discuss an issue that is of an emergency nature demanding immediate attention.

29.2 The Publisher agrees to reimburse part-time employees who regularly use VDT-CRT equipment and who neither receive nor purchase health or vision benefits from the Publisher, up to $35 per year of actual out of pocket expenses for an eye examination upon presentation of a receipt showing the day that the eye examination was performed and the amount charged. This payment will not be made if an eye examination does not take place or if employees' said examination was covered by or paid by any health or HMO plan.

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

ARTICLE XXX
Ad Sales Incentive Plan

30.1 In addition to the wages provided in Article V, ad sales representatives shall be covered by an incentive program designed to provide additional earning opportunities for the previous year's sale and increased sales. The Employer reserves the right to modify the compensation structure of any advertising or salespersons, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; provided, however, that the Employer shall not modify an employee's compensation structure for solely disciplinary purposes. Accounts lists, territories, and goals shall be established in advance of the measurement period.

30.2 **(a)** It is agreed independent contractors may contact only inactive accounts for the purpose of selling advertising in any or all Peerless Publications products. Inactive accounts are those non-seasonal accounts who have been in business more than sixty (60) days, and who have not purchased advertising in the existing publication targeted by the Ad Director, during the prior three (3) month period. A targeted publication will be announced to the Ad staff thirty (30) days prior to

its assignment to an independent contractor. Ad sales reps shall not be limited in calling on any accounts active or inactive.

(b) Accounts being actively prospected by ad sales reps at the time of the signing of this Agreement or thereafter will not be contacted by independent contractors. For purposes of this Section 30.2(b), "actively prospected" means that, in the opinion of the Employer, said accounts are being aggressively pursued via phone, mail or face-to-face contact with demonstrable progress made toward obtaining their business. If the Employer determines any account is not being actively prospected, it may then be assigned by the Employer to an independent contractor.

(c) It is also agreed that the use of independent contractors in the Advertising Department shall not cause loss of income for any person covered by this Article XXX, nor shall their use cause the layoff, discharge, displacement or replacement of any employee covered by this Agreement.

30.3 Fringe benefits (sick leave, holidays, vacations, bereavement days, and jury duty) shall be paid at the current GROUP II minimum rate, plus incentive earnings. Severance pay and retirement benefits to reflect total earnings.

30.4 Payment of incentives shall be made by the second pay period of the month following the sales. The Employer will make every effort possible to make payment of incentives by the first pay period of the month following the sales.

30.5 A record of sales shall be compiled by the Employer. The sales representatives shall receive a copy of these records monthly.

30.6 Copies of the incentive plan or any revisions shall be provided to the Guild two weeks prior to implementation.

30.7 The total dollars of an account, which is out of business, shall be deducted from the salespersons' monthly totals for a period of twelve months.

30.8 The Employer shall have the right to designate accounts as "house accounts". The Employer will meet with Guild representatives for the purpose of considering input on behalf of Group II and Group III advertising salespeople with respect to the designation of an account as a house account, provided that the Employer's right to designate an account as a house account shall not be subject grievance or arbitration.

30.9 Any new or inactive account developed by telemarketing or classified advisors will be served by same unless in-person follow-up sales calls are deemed appropriate by the client, the salesperson, management.

30.10 The Employer will solicit and consider input from GROUP II advertising sales people and GROUP II employees when changes in the incentive structure are contemplated by the Publisher. The design of the incentive plan, and any revisions and modifications thereof, are the sole prerogative of the Publisher and may be made at any time by the

Publisher without consultation with, or consent of, Guild. Notwithstanding the foregoing, any dispute concerning any aspect of the incentive plan, including revisions and modifications thereof, may be submitted to the grievance procedure under Section 14.1 of this Agreement. However, in the event any such grievance is not resolved, it may be submitted to arbitration under Section 14.1 or under any other section of this Agreement and, in respect to all such unresolved grievances concerning the incentive plan, the Publisher's decision shall be final.

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

ARTICLE XXXI
Separability

31.1 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 XXXII
Duration and Renewal

32.1 This Agreement shall be valid and binding on "Effective Date" and shall continue in full force and effect for three (3) years thereafter. Effective date of agreement is July 31, 2016.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

Digital First Media

POTTSTOWN, PA

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

William D. Ross

Date: 12-21-2016

Date Exec. Director TNG-CWA 38010

Date

Date

William Haggerty

EXECUTION COPY
8/23/16

Date: 12/22/2016

Date E.V.P. Operations Digital First Media

Date

Date

EXECUTION COPY
2/22/13

Side Letter No. 1

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

If, on or after, the closing date of the purchase of the assets by 21st CMH Acquisition Co., under the Asset Purchase Agreement dated December 19, 2012 (the "APA"), 21st CMH Acquisition Co., operates The Mercury as the employer, the Guild agrees it will not assert any claims on behalf of any employees offered employment by 21st CMH Acquisition Co. for severance, unused accrued vacation, unused accrued sick, personal or paid time off, or any other obligation, contractual or statutory, arising out of the termination of the bargaining unit employees from employment with Journal Register Company on or before the first day 21st CMH Acquisition Co. operates The Mercury as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

_____
Bill Ross
For The Newspaper Guild of Greater Philadelphia, TNG Local 10/CWA Local 38010

_____
Date

EXECUTION COPY
2/22/13

Side Letter No. 2

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

For purposes of seniority only, the following individuals will be considered to have been members of the Guild as of their date of hire at The Mercury:

John A. Grenewald
Brian C. Petery

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

_____
Bill Ross
For The Newspaper Guild of Greater Philadelphia, TNG Local 10/CWA Local 38010

_____
Date

EXHIBIT A

CONFIDENTIAL SEPARATION AGREEMENT
AND GENERAL RELEASE

This confirms the following understandings and agreements between Digital First Media, (the "Company") including its parent, divisions, subsidiaries and affiliated entities, and its and their respective successors, assigns, its employee benefits plans and trustees, fiduciaries, and administrators of those plans and any of its present or past employees, officers, directors, agents, attorneys and contractors, and each of their predecessors, successors and assigns (collectively, the "Company Parties"), and the Newspaper Guild of Greater Philadelphia, TNG Local 10/CWA Local 38010 (the "Union") including its parent, divisions, subsidiaries and affiliated entities, and its and their respective successors, assigns, its employee benefits plans and trustees, fiduciaries, and administrators of those plans and any of its present or past employees, officers, directors, agents, attorneys and contractors, and each of their predecessors, successors and assigns (collectively, the "Union Parties") (the Company Parties and the Union Parties, collectively, the "Releasees") and **EMPLOYEE NAME** on his own behalf and on behalf of his heirs, executors, administrators, attorneys, successors and assigns (hereinafter referred to as "Employee" or "you" or "your"). Collectively the Company, the Union, and Employee may be referred to as a "Party" or collectively as "Parties."

1. Payments and Benefits Not Subject to This Agreement

   As the result of your termination you will be entitled to the following payments and benefits that are not subject to this Agreement: (a) all base salary earned as of the Termination Date, payable on the next payroll cycle after your termination; (b) a lump sum payment for any accrued but unused current calendar year's vacation and any vacation days you have accrued towards your next calendar year's vacation earnings, also payable on the next payroll cycle after your termination date; and (c) any vested benefits pursuant to the terms of the applicable Company benefit plans. Except as otherwise specifically set forth in this Agreement, you are not entitled to any additional separation or severance benefits of any kind from the Company whether or not under a plan, program, policy or arrangement.

2. Separation Benefits

   You will receive a separation payment of $**SEVERANCE AMOUNT**, which is subject to payroll taxes and appropriate authorized withholdings. This payment shall be made in a lump sum on the next payroll cycle after the Company receives an executed and non-revoked original of this Agreement. You will remain in the employee group health plan until the end of month during which you were terminated. Thereafter, you will be entitled to apply for continuation health benefits under COBRA. You will be required to pay the full cost of COBRA premiums. You will receive a COBRA notice under separate cover.

3. Adequate Consideration

You agree that the severance pay and benefits described above represent adequate consideration for the release contained in this Agreement.

4. General Release

For and in consideration of the payments described in Section 2 above, and other good and valuable consideration, you, on your own behalf and on behalf of your heirs, administrators, executors, and assigns, intending to be legally bound, fully and forever release, remise and discharge the Releasees, from any and all claims, which, as of the date of this Agreement you had, may have had, or now have against the Releasees, whether known or unknown, for or by reason of any matter, cause or thing whatsoever, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of implied or express contract, or quasi contract, breach of promise, estoppel, wrongful termination, unjust dismissal, constructive discharge, violation of public policy, common law claims, including but not limited to, misrepresentation, fraud, intentional or negligent infliction of emotional distress, negligence, intentional harm, torts, defamation, libel or slander, or under any federal, state or local law dealing with discrimination, harassment and/or retaliation based on age, race, color, sex, sexual orientation, national origin, citizenship status, ancestry, religion, marital status, pregnancy, disability, medical condition or such laws relating to wages or the employer/employee relationship. This release of claims includes, but is not limited to, all claims arising under the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Medical Leave Act, the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act of 1990, the Worker Adjustment and Retraining Notification Act of 1988, the Sarbanes-Oxley Act of 2002, the Pennsylvania Human Relations Act, the Pennsylvania Equal Pay Act, the Pennsylvania Wage Payment and Collection Law, the Worker and Community Right to Know Act, the Pennsylvania Whistleblower Law (all as amended, if applicable), and all other federal, state and local labor, employment, compensation and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees. In addition, this release of claims includes all claims for the payment of wages, moneys owed, severance, vacation pay, disability payments, benefit contributions or matching payments, stock options, stock awards, vacation pay, bonuses or claims for attorneys' fees, costs or expenses not otherwise provided in this Agreement.

5. Exclusions From General Release

Excluded from the General Release above are: (a) any claims or rights which cannot be waived by law, including but not limited to, your right to challenge the legal validity of this Agreement under the ADEA, as amended; (b) all rights to enforce the terms of this Agreement; (c) any vested right under or in any employee benefit plans; and (d) your right to participate in an administrative agency investigation, however, you are waiving your personal right to recover any money in connection with such investigation, charge or

litigation as well as any right to recover money in connection with a investigation, charge or litigation filed by any other individual or by an administrative agency, including any right you may have for attorneys' fees and costs.

6. Return of Company Property

You represent that no later than the Termination Date you will return to the Company all Company property, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, credit cards, telephones, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company and that you will not retain any copies, duplicates, reproductions or excerpts thereof; provided, however, you main retain any information in the public domain, including, without limitations, clips. You expressly promise to promptly reconcile any outstanding business expenses in accordance with Company policy.

7. Non-Disparagement

You agree that you have not, and for a period of two calendar years following your termination date will not, in any way disparage the Company, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of the Company.

8. Severability

In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

9. Non-Admission

By entering into this Agreement, the Company and the Union do not admit and specifically deny any wrongdoing or any liability or violation of any federal, state, or local law or ordinance, or any right or obligation that they may owe or may have owed you.

10. Governing Law

The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of the State of Pennsylvania, without regard to principles of conflict of law.

11. Entire Agreement

The terms contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto whether written or oral with the exception of any agreements concerning confidentiality or trade secrets all of which agreements shall remain in full force and effect, and are hereby confirmed and ratified. You represent

that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both Parties.

12. Consideration/Revocation Periods

(a) You understand that you have up to forty-five (45) calendar days from the original date of presentment of this Agreement (the "Consideration Period) to consider whether or not to execute this Agreement, although you may voluntarily elect to sign it sooner. You are hereby advised to have this Agreement reviewed by legal counsel of your choice;

(b) You further understand that you have a period of seven (7) calendar days after you have signed the Agreement in which to revoke this Agreement ("Revocation Period"). In order to revoke this Agreement you must provide written notice within the Revocation Period to the General Counsel of Digital First Media, 750 Ridder Park Drive, San Jose, CA 95190, of your decision to revoke. This Agreement shall only become effective after the close of the Revocation Period (the "Effective Date);

(c) You acknowledge that at the commencement of this forty-five (45) calendar day period, you were provided with information concerning the class, unit, or group of individuals covered by this termination program, any eligibility factors for such program, and any time limits applicable to such program, as well as the job titles and ages of all individuals in the decisional units eligible or selected for the program, and the job titles and ages of all individuals in the affected decisional units who are not eligible or selected for the program. Further, you understand and agree that your failure to execute or your revocation of the Agreement during the Revocation Period will relieve the Company from providing any benefits promised in this Agreement other than those required by law; and

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. General

In executing this Agreement you acknowledge that: (a) you are knowingly and voluntarily entering into this Agreement, and have not been wrongfully pressured or coerced into doing so; (b) you have carefully read and fully understand all of the provisions of this Agreement and have had an adequate time to consider its terms; (c) you are through this Agreement, releasing the Releasees from any and all claims, known or unknown, that you or your heirs may have against the Releasees, except as otherwise provided; (d) you knowingly agree to all of the terms set forth in this Agreement, and intend to be legally bound by the same; and (e) you have received consideration for entering into this Agreement beyond that which you would otherwise be legally entitled to receive at this time.

Date of original presentment:

Date of termination:

_____ Date:_____

Employee's Signature

_____ Date:_____

Corporate Company Representative Signature

_____ Date:_____

Union Representative Signature

ADEA Disclosure Attached