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12/22/16

AGREEMENT

between

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

and

Digital First Media, Publisher of The Times Herald

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PREAMBLE

This Agreement, by and between Digital First Media, publisher of The Times Herald (hereinafter referred to as the "Employer" or the "Publisher"), and THE NEWSPAPER GUILD OF GREATER PHILADELPHIA (Norristown Unit), an affiliate of The Newspaper Guild (TNG/CWA 38010), AFL-CIO, CLC, (hereinafter referred to as the "Guild" 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
COVERAGE

1. This Agreement covers all employees in the unit engaged in obtaining, writing and/or preparing editorial or photographic material for publication in the Employer's newspaper, all employees engaged in obtaining and preparing advertisements for publication in the Employer's newspaper, and all employees engaged in the Employer's office, clerical, bookkeeping and accounting departments including all employees of the Editorial, News, Advertising and Accounting departments including photographers, telephone operations, cashiers, collectors (other than those in the Circulation Department), copy persons, messengers and clerks in the Circulation Department.

2. Excluded from the bargaining unit and this Agreement are all supervisors, managerial and confidential employees, employees covered by other collective bargaining agreements, and all other employees not included in Section 1 above.

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

4. The Employer is a content company that must be prepared to disseminate via print, wireless, podcast, the Web (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be asked to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice-overs, re-purpose content and engage in a variety of functions not traditionally a part of historical print journalism. Advertising sales people may be asked to take photos for advertisements or advertorials, collect copy from advertisers, confer with advertisers about advertorial copy or content, and assist in the preparation of advertorials. Nothing contained elsewhere in this Agreement shall be construed as restricting such assignments. 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 (as of the date of this Agreement) have not been required to perform historically some of the duties provided for above. While employees are not expected to be immediately proficient in these duties they are expected to give a fair effort and such an employee who gives a fair effort over time shall not be subject to discipline.

5. Jurisdiction.

(a) Jurisdiction of the Guild is the kind of work either normally or presently performed by the employees covered by this Agreement, work similar in skill or function, and any other kind of work assigned to be performed by said employees. Performance of such work, whether by presently or normally used processes or equipment, shall be assigned to employees of the Publisher covered by this Agreement.

(b) This Section 5 shall not apply to the purchase or use of material from recognized state, national, or international syndicates or services, nor to employees specifically excluded from this Agreement who perform the duties typical of their job title or consistent with past practice for such position.

(c) The use of correspondents or stringers in the news operation shall not cause the layoff, discharge, or replacement of any employee covered by this agreement.

(d) There shall be no restriction on the use of content (both editorial and advertising) from any source.

The publisher may continue to use:

(i) Copy, graphics, or pictorial material obtained from syndicates, correspondents or stringers and affiliated newspapers, and

(ii) Advertisements sold, including related billing, by affiliated newspapers or through networks or independent agencies, under "cross sell" sales arrangements, and conversely, having advertisements sold and/or billed by employees of the Publisher used by affiliated newspapers, networks or independent agencies under such arrangements.

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

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

The position of On Line Editor will have the following duties and responsibilities: supervising reporters and photographers; input in hiring, assigning, and evaluating reporters on the content they produce for the web; management and direction of every aspect of The Times Herald online product.

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

8. 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 6 FTE;

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 0 FTEs;

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.

ARTICLE II
MAINTENANCE OF MEMBERSHIP

1. It is agreed that any employee who is or becomes a member of the Guild on the date of this Agreement or thereafter during its term shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment. "Membership in good standing" as that term is used herein shall mean only that the employee has tendered dues and fees uniformly required of all members.

2. The Guild, in writing, will notify any employee who fails to remain in good standing with the Guild, as required by Article 2.1 above, that he/she is no longer in good standing, and specify in what respects he/she is delinquent and afford him/her ten (10) days in which to remedy the delinquencies. A copy of the Guild's notification will be sent to the Employer. If the employee does not remedy his/her delinquency within the ten (10) day period, he/she shall be dismissed by the Employer.

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

4. When so authorized by the individual, covered by this Agreement, in writing, the Employer agrees to deduct from the salary or wages due each employee the amount which the Guild shall by written notice certify to the Publisher as due from such employee on account of dues and/or assessments owing to the Guild by said employee and within ten (10) days

thereafter, to transmit said amounts to the Controller of the Guild. The Guild agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitations, liability under the provisions of any Federal or State statutes, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of this provision for the voluntary check off dues.

ARTICLE III
MANAGEMENT RIGHTS

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
NO DISCRIMINATION

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

ARTICLE V
INFORMATION

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

(a) Name, address, sex, minority group, date of birth, and Social Security number.

(b) Date of hiring.

(c) Job title and pay classification.

(d) Experience rating and experience anniversary date.

(e) Salary.

(f) Amount of overtime worked by date, number of hours.

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

(a) Merit increases granted by name of the employee, individual amount, resulting new salary and effective date.

(b) Step-up increases paid by name of employee, individual amount, resulting new salary and effective date.

(c) Changes in classification, salary changes by reason thereof, and effective date.

(d) Resignations, retirement, deaths, and other revisions in the data listed in Section 1, and effective dates.

3. Within one month after hiring a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

4. The Employer shall furnish to the employee and the Guild a copy of, any criticism, commendation, appraisal, or rating of such employee's performance in the employee's job upon being placed in the employee's personnel file. An employee shall have the right to review the employee's personnel file upon demand, and upon request shall be provided copies of all material in such file. Representatives of the Guild shall have access to employees' personnel files when necessary to execute their duties as the employee's collective bargaining representative. Representatives of the Guild shall be provided copies of any material in such file.

5. An employee shall be allowed to place in his/her personnel file a response to any disciplinary warning or other disciplinary action.

ARTICLE VI
GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing, of not more than four members of the bargaining unit, to take up with the Employer any grievance arising under this Agreement. A grievance is defined as any difference or dispute between the Guild, on its own behalf or on behalf of one or more bargaining unit employees, and the Employer, as to the interpretation, application, administration, or alleged violation of this Agreement. A grievance does not include any dispute concerning renewal of this Agreement.

2. (a) The Employer agrees to meet with the committee within seven (7) working days after request for such meeting. Efforts to adjust grievances shall be at a mutually agreed time at a suitable location, normally in the Employer's main office. The Employer shall not be expected to agree to meetings during working hours for the Guild committee if the committee members are unable to effectively make up the time lost, on their own time, and without violating overtime laws. In this event the meeting shall be scheduled at the end of such employees' shift.

(b) A grievance, in order to be timely, must be filed with the Employer in writing within sixty (60) working days after the Guild knew or reasonably should have known of the events giving rise to the grievance, except that a grievance concerning a discharge must be submitted within thirty (30) working days of the discharge. This time limit shall not apply to disputes concerning an employee's pay.

(c) The Employer will reply to the Guild in writing within ten (10) workdays following the grievance meeting.

3. (a) Any grievance which arises during the term of this agreement, not satisfactorily resolved may be submitted to final and binding arbitration by the Guild within sixty (60) days after having been referred to the Employer as provided for in Section 2 above. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association (AAA), except that AAA shall be requested to furnish panels for selection of the arbitrator consisting solely of members of the National Academy of Arbitrators.

(b) The cost of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent or unless such party wishes to use a copy of the transcript.

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

ARTICLE VII
SECURITY

1. (a) There shall be no discharge or discipline of bargaining unit employees without just cause. The Guild and the employee shall be notified in writing at least one week in advance of each dismissal with the specifications of the facts alleged to institute just cause. The Employer shall have the option, by stating in the notice, a requirement that the dismissed employee not report for work for the one week period. The Employer's exercise of this option shall be without prejudice to either party's rights under the Agreement. This does not pertain to dismissals to reduce the force.

(b) Probationary Period - Any new employee shall be hired subject to a probationary period of ninety (90) calendar days, during which the Employer may dismiss the employee without just cause. Upon request, the Guild shall be informed as to the reason for dismissal of any such probationary employee. It is agreed that the abovementioned probationary

period may be extended in individual cases by mutual agreement between the Employer and the Guild. It is understood that discharges during the probationary period shall not be subject to the grievance and arbitration procedure.

2. Dismissals to reduce the force, as distinguished from discharges for just cause, shall be made in accordance with this section. The employer shall give to the Guild written notice of its intention to effectuate such reduction at least thirty (30) days before the effective date thereof. The Employer shall make every reasonable effort to retain employees. These efforts shall include transferring employees with longer seniority to a group containing a position which the employee previously held.

(a) During the 30 day period, the Employer shall accept voluntary resignations from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Article VIII, provided, however, the employee executes and does not revoke 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 by the number of resignations."

(b) Remaining dismissals, if any, shall be made in the inverse order of length of service for the Employer and the job classification in which dismissals are to be made. Temporary and Part Time employees in such classifications shall be dismissed prior to full time employees with the same classification.

(c) Employees dismissed to reduce the force shall be placed on a rehiring list for a period of 12 months from the date of dismissal. The Employer shall first attempt to fill all of the vacancies with persons on the list who were dismissed from the classification in which the vacancy occurs, in the order of seniority. Full-time employees on the rehire list shall be rehired prior to part-time employees. An employee, formerly in a full-time position, who accepts a part-time position from the rehire list shall not lose his or her rights to a full-time position which may later occur during the remainder of the twelve (12) month period following their dismissal.

(d) An employee rehired into the classification from which they were dismissed shall he paid the applicable minimum for the classification into which he/she is rehired, plus whatever dollar differential above the minimum the employee had before dismissal.

(e) The Employer shall notify an employee on the rehiring list of vacancies in the classification from which they were dismissed by registered or certified mail, and the employee will be given ten (10) calendar days from the time of receipt of notice to reply by registered or certified mail accepting or rejecting the offer of employment.

(f) The time an employee spends on the rehiring list shall not be construed as service for the purpose of computing benefits which depend on length of service, and shall not be construed as a break in continuity of service.

(g) Seniority means length of continuous employment in the bargaining unit. Employment shall be deemed continuous unless interrupted by (a) dismissal for just cause or (b) resignation or (c) refusal to accept an offer of rehire into a full-time or part-time job, as last worked by the employee in the classification from which the employee worked was dismissed. Provided, that any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.

(h) For purposes of this Agreement "dismissals to reduce the force" shall mean "plant closings" and/or "mass layoffs" as such terms are defined under the Worker Adjustment Retraining and Notification (WARN) Act.

3. (a) The Guild shall be given at least sixty (60) days' notice in writing of the Publisher's intention to introduce new or modified methods or equipment which will result in the dismissal of a bargaining unit employee.

(b) In the event of the introduction of new or modified methods of equipment, the Publisher shall provide reasonable training to give affected employees the opportunity to become proficient in the operation of same.

There shall be no dismissals as a result of putting this agreement into effect.

ARTICLE VIII
SEVERANCE

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

Continuous Years of Service	**Payment**
1 year or less	1 week
2-3 years	2 weeks
4-5 years	4 weeks
6-8 years	6 weeks
9-12 years	8 weeks
13-20 years	10 weeks
Over 20 years	13 weeks

The severance pay shall be computed at the weekly compensation received by the employee at the time of their lay off. Employees will receive credit for all years of service with previous publishers of the Times Herald.

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

3. The payment of any of the severance pay described in this Article VIII 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.

4. 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.

5. 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.

6. 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.

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

ARTICLE IX
RETIREMENT 401(k)

1. Full time employees who are over 21 years old and older and have completed six months of service will be eligible to participate in the Employer's 401(k) Savings and Retirement Plan. Participation may begin the first quarter after completing six months of full time service and fulfillment of eligibility requirements and will be by payroll deduction. Employees will receive credit for all years of service with previous publishers of the Times Herald.

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

3. For present and future employees in job classifications that were eligible to receive 401(k) plan contributions from the prior publisher of the Times Herald, 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 employees 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.

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

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

6. Employees will receive credit for all years of service with previous publishers of the Times Herald.

ARTICLE X
TRANSFERS AND PROMOTIONS

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

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

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

4. (a) Any employee who agrees to a transfer to another department or to a promotion to another position shall accept such transfer or promotion for a trial period of thirty (30) days which may be extended by mutual agreement between the Employer and the Guild. During such trial period the employee or the Employer may elect to return the employee to the job from which he/she transferred without penalty or prejudice. An employee transferred or promoted shall receive the wage rate of the job from which he/she transferred or promoted during the trial period. Upon successful

completion of the trial period, the employee shall receive the difference between his/her former wage rate and the minimum wage rate in the new classification from which the employee advanced or was transferred retroactive to the date the employee was transferred or promoted. Notwithstanding the foregoing, persons promoted to an exempt position may only return to their former job in the bargaining unit with the mutual consent of the Employer and the Guild.

(b) The Employer will review the employee's progress in the new position at the midpoint of the trial period and such other times during the trial period as the Employer deems necessary and will discuss such reviews with the employee.

(c) At the end of such trial period, the employee shall be confirmed in the classification to which advanced or transferred unless, in the opinion of the Employer, the employee has been unable to perform satisfactorily the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced or transferred. If not so confirmed, the employee shall be returned to the job from which the employee advanced or transferred without penalty or prejudice. The Employer will notify the Guild at the end of such trial period if it has decided not to confirm the employee in the new position.

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

ARTICLE XI
HOURS AND OVERTIME

1. The regular work week for full time employees shall be 37-1/2 hours consisting of five days of seven and one-half (7-1/2) hours each within a period of eight and one-half (8-1/2) hours each.

2. The normal unpaid lunch period shall be either one hour or one-half hour by mutual agreement between the employee and the Employer.

3. Work schedules of days for full-time employees shall be posted two weeks in advance of the week for which they apply. Hours for the days scheduled shall be posted at least one week in advance of the week in which they apply, subject to change in event of emergencies, including, in the case of the news room, unforeseen needs in coverage as per past practice. There shall be a minimum of ten (10) hours between scheduled shifts.

4. Time and one-half shall be paid for all time in excess of thirty-seven and one-half (37-1/2) hours in any one week or in excess of seven and one-half (7-1/2) hours in any one day, unless by mutual agreement between the Employer and the employee (i) equal time off is scheduled in the same financial week, or (ii) compensating time is scheduled later in the same pay period on the basis of one and one-half (1-1/2) times the overtime worked. Paid sick leave and vacation shall count as time worked for purposes of calculating overtime. An Overtime Report Form will be filled out and signed by a supervisor and given to the employee either before or after the overtime is worked.

5. For all time worked on an employee's regular day off, he/she shall be paid at the rate of one and one- half (1-1/2), times for such work, with a minimum of four (4) hours pay at the overtime rate.

6. An employee who agrees to return to work after the employee's work day has ended shall be paid for the time worked, but not less than three (3) hours, at the time and one-half (1-1/2), unless by mutual agreement between the employee and the Employer, time off is scheduled in the same financial week or compensating time is scheduled later in the same pay period on the same basis as in paragraph 4 above.

7. No employee shall unreasonably refuse to work overtime when required by the Employer. The Employer shall keep a record of all overtime and compensatory time.

8. This Article will not apply to sports beat writers during the period they may be assigned to cover major league sports. These writers shall work a flexible schedule suitable for then assignments, provided that they shall not work more than five days, or more than thirty seven and one half (37 1/2) hours in a calendar week, without equal time off in the same week, or compensating time in the same pay period on the same basis as in paragraph 4 above.

ARTICLE XII
HOLIDAYS

1. The Company will observe the following paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If the holiday falls on a weekend, the company may declare the following or prior Monday or Friday off consistent with normal business practice and must notify employees at least 45 days in advance of the holiday when the date of the declared holiday will take place. Any employee required to work on any of the paid holidays will receive an additional paid day off at straight time.

2. An employee required to work on any holiday shall be paid at the rate of 1 1/2 times, with a minimum of a full day's pay at the rate of 1 1/2 times.

3. In addition to paid holidays, full-time employees are entitled to two paid personal days per year after one year of employment based on the date of hire. Personal days may be taken at any time during the year, provided an employee's supervisor is given sufficient notice prior to the day desired and the date is mutually acceptable, except in an emergency, subject to sufficient explanation to the supervisor.

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

ARTICLE XIII
VACATIONS

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

2. More Than One Year.

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

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

(c) Full-time employees continuously employed for fifteen full calendar years or more shall earn four weeks of vacation in each full calendar year of employment, to be taken in the calendar year succeeding the year in which the vacation was earned.

3. Employees will receive credit for all years of service with previous publishers of the Times Herald.

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

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

6. Other Conditions.

(a) Employees must take all earned vacation days during the calendar year succeeding the year in which the vacation credits were earned. No one may carry over vacation days from one year to the next.

(b) A Vacation Request Form must be submitted to the employee's immediate supervisor at least one month prior to requested vacation time and must be approved by the supervisor. Employees are encouraged to schedule their vacation time early for adequate levels of staffing. When more than one employee has requested the same available vacation time, seniority with the company will govern.

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

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

(a) In lieu of the current vacation provisions, an employee who completes his/her fourth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to three weeks of vacation to use during the fifth and subsequent full calendar years of employment. An employee who completes his/her ninth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to four weeks of vacation to use during the tenth and subsequent full calendar years of employment. An employee, formerly employed by the previous publisher, who completes his/her fifteenth full year of continuous service, calculated from the employee's date of hire with the prior publisher, shall be entitled to five weeks of vacation to use during the sixteenth and subsequent full calendar years of employment.

(b) If an employee completes his/her fourth, ninth or fifteenth full year of continuous service, calculated from the date of hire with the prior publisher, in any calendar year during the term of this contract, then he or she shall receive a fraction of one week's vacation in such calendar year (in addition to whatever vacation they are otherwise entitled during that year) determined on a pro rata basis by multiplying 5 (days) times the

number of weeks remaining in the calendar year after the employee's anniversary date and dividing by 52.

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

ARTICLE XIV
SICK LEAVE

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

(a) After 90 days and up to two (2) years of service, up to five sick (5) days in each calendar year.

(b) After two (2) years of continuous service, up to ten (10) sick days in each calendar year.

2. (a) Employees may carry forward unused sick leave to which they would have been entitled in any year, provided that no more than an aggregate of 10 may be accumulated. The sick days carried forward may be used, in the event of accident or illness, in any year in addition to sick days to which the employee would otherwise be entitled in that year.

(b) Employees who use two sick days or less in a year will be entitled to one (1) additional Personal Day the following year.

3. Employees will receive credit for all years of service with previous publishers of the Times Herald.

4. The Company may require a doctor's certificate.

5. An employee is expected to notify his/her immediate supervisor before the regularly scheduled start time of work of an illness unless there is an emergency.

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

(b) After sick leave is exhausted, the Company will provide short term disability (STD) benefits up to thirteen (13) weeks of disability payable at fifty percent (50%) of an employee's current salary, according to the terms of the plan. An employee must be out five (5) consecutive days to be eligible for STD benefits. Paid sick time, if not already exhausted prior to the five (5) day waiting period, must be applied to all or part of the waiting period for STD benefits, subject to the requirement that all paid sick time must be exhausted prior to eligibility for STD benefits. If paid sick time has been exhausted, paid vacation time or personal days may be applied at the employee's option to the five (5) day waiting period for STD benefits.

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

(d) Acceptable medical documentation must be provided in order to receive STD benefits.

7. The Employer will offer Long Term Disability Insurance paid for at the employee's expense subject to the requisite conditions of the insurance provider.

ARTICLE XV
LEAVES OF ABSENCE

1. Upon request, the Employer may, where practicable, grant employees unpaid leave of absence.

2. A leave of absence not to exceed eight (8) working days upon request shall be granted to an employee elected or appointed delegate to conventions of the Newspaper Guild, Communications Workers of America, or any national labor organization with which The Newspaper Guild is affiliated. Two weeks' advance notice of such leave shall be given to the Employer. Such leaves shall be limited to no more than one at any one time.

3. (a) Employees covered by this Agreement become eligible for inclusion under the Family and Medical Leave Act (FMLA) when they have been employed by the Publisher at least twelve (12) months and have worked at least 1,250 hours during the last twelve (12) months. If an employee is entitled to an FMLA leave, the employee will be paid for all accrued paid time off, such as sick and/or vacation/personal time, prior to any unpaid FMLA leave.

(b) Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, experience rating to a maximum of 120 days, length of vacation and all other benefits which depend in whole or in part upon the length of service with the Employer.

4. Bereavement Leave. Upon a death in the immediate family of any employee, the employee shall be given a minimum of three (3) scheduled days off with pay. Immediate family for the purpose of this section shall be understood to mean: spouse, children, father, mother, brother, sister, step parents, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandchild, and grandfather. In the event of death of other relatives, the employee shall be entitled to a one day paid leave of absence to attend the funeral. "Other relatives" for the purpose of this section shall be understood to mean: grandfather-in-law, grandmother-in-law, first aunt and first uncle.

5. Any employee hired in substitution for any person on leave of absence may be dismissed by the Employer in accordance with the conditions of employment established upon hiring.

ARTICLE XVI
MILITARY LEAVE

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

(a) An employee leaving for such service shall receive accrued vacation pay.

(b) Time spent in such service shall be considered service time with the Employer in computing severance pay, length of vacation and all other benefits which depend in whole or in part upon length of service with the Employer,

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

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

ARTICLE XVII
PART-TIME AND TEMPORARY EMPLOYEES

1. A part-time employee is one who is hired to work regularly less than 80% of the work week (30 hours) provided for in this Agreement. Part time employees shall be allowed an unpaid break of fifteen (15) minutes for shifts up to four (4) hours, and one-half hour on all shifts over 4 hours, which shall not be included in their hours of work.

2. A temporary employee is one employed for a special project or for a specific time, in either case not to exceed six (6) months, unless extended by mutual consent between the Employer and the Guild.

3. Part-time employees shall be paid not less than the initial minimum wage rate applicable for their position.

4. Where the combined hours of two or more part-time employees cover a span of hours equivalent to a regular full-time position, that is, five (5) shifts of 7 1 /2 hours a week, a full-time position shall be put on instead. This provision does not apply to the Circulation Department.

5. Part-time employees shall not receive vacation, holiday, or other benefits, except that part-time employees who regularly work twenty (20) hours or more per week shall be eligible for the 401(k) program.

ARTICLE XVIII
MINIMUM SALARIES

1. (a) Employees will continue to be paid bi-weekly and will be paid by direct deposit. To change account designation, written request must be submitted to the Publisher quarterly (in the month of elect January, April, July, October).

(b) Eligible employees may also elect to have voluntary deductions taken from their pay for the Journal Register Company 401(k) Savings and Retirement Plan and the Journal Register Company Flexible Spending Plan (Section 125 Plan) by written request, which will be implemented quarterly. Implementation of such requests shall be subject to existing plan notice provisions and other requirements established for the Plan.

The Employer reserves the right to modify the compensation structure set forth herein, including without limitation the amounts set forth in Sections 2, 5, 7 and 8 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.

(c) 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.

2. The following weekly minimum salaries shall be in effect in the following classifications for the term of the contract.

DISPLAY ADVERTISING OUTSIDE

Less than 2 years	$429.11
After 2 years	$456.98
After 3 years	$484.85

After 4 years	$512.70
After 5 years	$555.57

INSIDE ADVERTISING SALES

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

TELEMARKETING

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

ADVERTISING ARTISTS

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

MESSENGERS, CLERKS, RECEPTIONISTS, CIRCULATION CUSTOMER SERVICE REPRESENTATIVES

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

CASHIERS, BOOKKEEPERS

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

DESK ASSISTANT/PAGINATOR

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

LIBRARIAN

Less than 2 years	$373.38

After 2 years	$384.53
After 3 years	$395.68
After 4 years	$431.38

REPORTERS, PHOTOGRAPHERS

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

3. John Brown, who currently occupies a bargaining unit position entitled "manager of information systems" shall be treated as an over-the-scale.

4. The per diem for professional sports reporters "on the road" shall be $35.00.

5. Commission Only Representatives

(a) The company may have commission-only sales representatives during the term of this Agreement.

(i) They will receive the same benefits and mileage this Agreement offers, with vacation and sick leave calculated at $300 per week.

(ii) There will be a three (3) month draw against commission.

a. Month one through month three, $300 per week.

b. After three months, pay back begins. Commission-only sales reps shall not be required to pay back more than $100 per month.

c. Commission-only reps will be responsible for paying back two (2) months of draw. The first month will be considered orientation training.

(iii) Monthly commission will be 15% percent to be paid bi-weekly; provided, however, that the Employer reserves the right to modify the compensation structure set forth herein of an advertising or salesperson, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer. 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.

(iv) Payments will be 15% or $300 a week for the first 90 days, whichever is greater.

(v) All accounts will be turned over to a regular (salaried) ad rep after one year (12 months) of activity.

(vi) Commission-only reps will have the opportunity to call on both retail and classified accounts.

(vii) The commission-only reps will not be allowed to apply for any regular (salaried) ad rep position for twelve (12) months from start date.

(b) Regular Reps will be allowed to:

(i) Place any target account at the start-up of the program on protected status if account, name, address, phone number, name of the decision-maker and verification of a presentation made within the last 60 days are submitted to the Advertising Director no later than after hiring the first commission only sales rep. Target accounts will remain on protective status for 60 days.

(ii) On an ongoing basis, regular sales reps will be allowed to place an account on protective status for a period of 30 days if they present to the advertising Director a suitable sales presentation along with the name of the account, address, phone number and the name of the decision-maker; provided, a commission-only rep has not made a presentation to this account within the last thirty (30) days. After 30 days, the Advertising Director will determine if the account will remain on protective status.

(iii) Active advertisers will remain with their current sales rep as long as they remain active.

(iv) If any account remains inactive for 90 days, the account will be made available to the commission-only sales rep.

(v) Any regular sales rep may apply for a commission-only position.

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

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

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

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

7. SALES COMMISSION PLANS

Percentage is to monthly revenue goal. Monthly revenue goal shall mean the monthly goal to be established for retail and outside salespersons by the Publisher.

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

* Of incremental revenue over 110% of goal only.
** Of incremental revenue over 115% of goal only.

Inside Classified Representatives earn the following Commissions:

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

Telemarketing (including Classified Telemarketer)
Based on revenue sold:

Revenue Sold	**Rate**
$0 - $7,500	0
$7,501 to $15,000	3.5 %
$15,001 and above	4.5%

If the individual Telemarketer reaches their goal, they will be paid 7 % on the incremental revenue above goal. Telemarketers will make outbound calls as directed in addition to taking incoming sales calls. They shall receive commissions on all sales they make from outbound calls on the same basis as with sales from inbound calls.

8. ALTERNATE SALES INCENTIVE PLAN (ASIP)

100% Commission Sales Plan:

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

Outside Retail Reps:

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

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

Outside Classified Reps:

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

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

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

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

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

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

ARTICLE XIX
GENERAL WAGE PROVISIONS

1. New or Changed Jobs.

(a) When the Employer establishes a new job or materially changes the work content of an existing job, it may establish a new (or changed) hourly rate and/or incentive rate (as the case may be) and shall notify the Union accordingly. The new or changed rate shall be in line with the existing rate structure, with due consideration for all relevant factors.

(b) In event of a substantial change in the content of any existing job, no claim or wage rate inequities nor any request for a reclassification on behalf of any employee shall be considered unless an existing job is materially altered so that, considering all relevant factors, it has been transformed into one with requirements more closely comparable to the requirements of a higher paid job classification. Similarly, no claim of wage rate inequity nor any request for reclassification on behalf of any employee in a newly established job shall be considered.

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

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

ARTICLE XX
WORKING CONDITIONS

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

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

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

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

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

6. Outside Activities.

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

(i) outside the business hours of the Publisher

(ii) do not interfere with an employee's work for the Publisher

(iii) do not impair the credibility or integrity of the Publisher's business, and

(iv) do not consist of services performed in competition with the Publisher's business.

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

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

ARTICLE XXI
EXPENSES AND EQUIPMENT

1. The Employer shall pay all authorized expenses incurred by employees in the bargaining unit while in the service of the Employer.

2. In the event an employee is authorized by the Employer to use his/her own automobile in the service of the Employer, effective on signing, the Employer shall compensate such employee at the rate thirty-three cents ($.33).

3. Digital Camera Equipment Usage. The Times Herald has made a substantial investment in electronic camera bodies, lenses and peripheral equipment and accessories. The Times Herald, at its sole discretion may provide this equipment to the Times Herald employees for business use only.

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

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

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

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

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

Failing to maintain the standards set forth herein may be "just and sufficient" cause for discipline under Article 7.1 of the Collective Bargaining Agreement between the parties, and subject to the provisions of Article 7.1.

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

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

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

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

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

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

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

ARTICLE XXII
PROFESSIONAL INTEGRITY

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

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

ARTICLE XXIII
PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. The Employer agrees to provide legal guidance and assistance for any employee required to surrender or disclose information, notes, documents, or any other material to any authorized agent, tribunal, or court for the production of said material.

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

ARTICLE XXIV
NO STRIKE/NO LOCKOUT

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 XXV
GENERAL PROVISIONS

1. Bulletin Boards. The Employer agrees to provide bulletin boards suitably placed in all departments for the use of the Guild as presently provided.

2. Jury Duty and Witness Appearance. Any employee called to serve on a jury or to testify at a court proceeding shall receive regular weekly salary, minus any compensation received for such duty or appearance during periods of such service or appearance, except when the employee is an interested party in a case unrelated to his/her employment, or by any arbitration or court procedure brought against the Employer by an employee or the Guild. A night shift employee called for such service or appearance shall not be required to work on the day or days so spent.

3. Voting Time. If an employee's normal schedule of work is extended on Election Day so that it would hamper his/her ability to vote, the Employer agrees to allow such employee time off to vote.

4. Life Insurance. If an insured person dies, the amount of his or her Life Insurance (1 x base salary to a maximum of $50,000) will be paid to the Beneficiary. It will be paid in a single sum unless a settlement option is chosen. The payment will be made immediately upon receipt of satisfactory proof of death. If any amount of a person's life insurance terminates, it may be possible to convert all or part to a conversion policy with no health examination.

5. Accidental Death and Dismemberment Insurance. If an insured person dies from an accidental injury an accidental death benefit (1 x base salary to a maximum of $50,000) will be paid to the beneficiary. It will be paid in a single sum unless a settlement option is chosen.

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

Health Care. Health care coverage for bargaining unit employees beginning the first of the month after 90 days of full-time continuous employment with the Company shall be provided under the Company Group Health Plan or any other Health Plan the Company offers. 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.

6. The same percentage co-pay and Company contributions shall apply for employees electing one of the existing Aetna fully-insured plans or other Health Care Plan, provided if the monthly premium for any of the Aetna fully-insured plans or other Health Care Plans exceeds the monthly premium for the Self-Insured Plan, the Company contributions to the monthly premium will not exceed 62.5% of the total premium of the Self-Insured Plan, with the difference paid by the employee.

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

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

ARTICLE XXVI
JOINT LABOR MANAGEMENT COMMITTEE

The parties will develop a Joint Labor Management Committee that will meet at least quarterly to provide a forum for continuing communication on the changes to the traditional functions produced by New Media. The Joint Labor Management Committee will also discuss future changes in sales incentives for Classified inside sales representatives.

ARTICLE XXVII
SEPARABILITY

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

ARTICLE XXVIII
DURATION AND RENEWAL

This Agreement shall be valid and binding effective July 31, 2016 for contracts ratified on or before August 15 2016; otherwise the pay increase and effective date would be on date of ratification and shall continue in full force and effect for three (3) years thereafter.

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

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

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

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

For Digital First Media

William J. Rock

Date 12-21-2016

Exec. Director TNGCWA
38010

Date

William Higginson

Date 12/22/2016

E.V.P. Operations Digital First Media

Date

EXECUTION COPY
12/22/16

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 Times Herald 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 Times Herald as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

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

_____
Date

EXECUTION COPY
12/22/16

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:

This letter confirms that Joanne Hector will be considered to have been a member of the Guild as of her date of hire at The Times Herald and shall continue to receive a lifetime job guarantee.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

_____
Bill Ross
For The Newspaper Guild of Greater Philadelphia TNG/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 (Norristown Unit), an affiliate of The Newspaper Guild (TNG/CWA 38010), AFL-CIO, CLC (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 an 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 95110, 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