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12/22/16

AGREEMENT

Between

Digital First Media, Publisher of The Trentonian

And

THE NEWSPAPER GUILD CWA

OF GREATER PHILADELPHIA TNG10/CWA LOCAL 38010

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PREAMBLE

This Agreement, by and between Digital First Media, publisher of The Trentonian (hereinafter referred to as the "Employer"), 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 (3) years thereafter. Effective date of agreement is July 31, 2016.

ARTICLE I

Recognition, Membership and Check Off

Section 1.1. Recognition. (a) During the term of this Agreement and during the term of any extension or renewal hereof, the Employer will recognize and deal with the Union as the exclusive representative for purposes of collective bargaining of all employees in the bargaining unit set forth at paragraph (b) immediately below.

(b) The Employer recognizes the Union as the exclusive bargaining representative for full-time and regular part-time employees in the Advertising Department, the Inside Circulation Department, the Building Maintenance Department, the Art Department, Inside Retail Department and the employees in the classifications listed in Article VII. Excluded from the bargaining unit are all supervisors, managers, or confidential employees and the following positions are specifically excluded: the General Manager, Business Manager, Office Manager, Assistant Office Manager, Controller, Assistant Controller, Credit Manager, Advertising Director (or Manager), Assistant Advertising Director (or Manager), Classified Telephone Supervisor, Circulation Director (or Manager), Assistant Circulation Manager(s), Promotion Manager, Copy Department Manager, Art Department Manager, TMC Supervisor, and secretaries to department heads. Composing room and mailroom work may be assigned to be performed by employees covered by this Agreement.

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

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 1 FTE;

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.

Section 1.2. Membership. Employees who are members of the Union on the date of the execution of this Agreement shall remain members in good standing during the life of this Agreement. Employees who are not members of the Union on said date and employees who are subsequently hired or transferred to positions covered under this Agreement who shall apply for membership within thirty (30) days of hire and transfer and, if accepted into membership, shall remain members in good standing during the life of this Agreement.

Section 1.3. Check Off. (a) When so authorized by the individual employee in writing the Employer agrees to deduct from the salary or wages due such employee the monthly amount that the Union shall by written notice certify to the Employer as due from such employee on account of membership dues and/or assessments owing to the Union by said employee, and to transmit said amounts with reasonable promptness, but no later than (30) days from the paycheck withholding date for Union dues deducted, to the Treasurer of the Guild. The dues authorization form is set forth in Appendix 1.

(b) The Union 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 statute, 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 the provisions of this Article.

ARTICLE II

Management Rights

Section 2.1. Management Rights. Except as set forth in this Agreement, all statutory and inherent rights, prerogatives and functions to manage the business, to direct and control the business and workforce, to make any decisions affecting the business, and to take actions necessary to carry out its business, are retained and vested exclusively in the Employer, including, but not limited to the following: the right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the methods, procedures, materials, and operations to be used or to discontinue or to modify their use; to determine which

programs and contracts to enter; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, its stock or assets; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

ARTICLE III

No Strike/No Lockout

Section 3.1. No Strike. 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 IV

Grievance Procedure

Section 4.1. Definition of a Grievance. A grievance is defined as a dispute between an employee and/or the Union and the Employer arising under this Agreement involving the application or interpretation of a provision of this Agreement. A grievance shall be put in writing and shall specify the grieved action, the specific provision(s) of the Agreement allegedly violated, and the requested remedy. An individual employee shall have the right to present grievances and have such grievances adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and a Union representative has been given the opportunity to be present as such adjustment.

Section 4.2. Grievance Procedure. Grievances shall be handled in the following manner:

Step One: The aggrieved employee or employees, with or without a Union representative, will file a grievance within twenty (20) working days (Monday through Friday) of the occurrence, or when the employee(s) or the Union could reasonably be expected to have known it occurred. The grievance must be in writing, stating the name(s) of the employee(s), the date of the occurrence and describing the grievance (and otherwise comply with Section 4.1). After submission of the grievance the Employer will meet with the Union, and/or employee(s) within five workdays. Any meeting involving a grievance filed by individual employee(s) without the Union's involvement may be resolved by the Employer, as long as the adjustment is not inconsistent with the terms of this Agreement, and the Union is notified in writing of the terms thereof. Within ten (10) workdays of the Step One meeting the Employer will issue a written response to the Grievance.

Step Two: Within ten (10) workdays of the Union's receipt of the Step One answer, the Union or aggrieved employee(s) may take the matter up with the Employer. Any Step Two meeting without the Union's involvement may be resolved by the Employer, as long as the adjustment is not inconsistent with the terms of this Agreement, and the Union is notified in writing of the

terms thereof. Within ten (10) workdays of the Step Two meeting the Employer will issue a written response to the Grievance.

Step Three: If no satisfactory settlement is agreed on, within thirty (30) calendar days of receipt of the Step Two response, the Executive Director of the Guild may submit the matter to arbitration in accordance with Article V, by providing written notice to the Employer of its intention to arbitrate the Grievance.

Section 4.3. Time Limits. The time limits set forth in this Article IV (Grievance Procedure) and Article V (Arbitration) may be extended only by mutual agreement of the parties in writing. If a grievance is not presented within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to by the Union to the next step of the procedure within the specified time limit or any written extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal within the specified time limits, the Union, on behalf of the employee(s), may elect to treat the grievance as denied at that step and immediately appeal it to the next step.

ARTICLE V

Arbitration

Section 5.1. Arbitration. (a) After receipt of the Union's written notice of intention to arbitrate the grievance, the Employer and the Guild's Executive Director or their designees shall informally attempt to agree upon a neutral arbitrator to hear and determine the matter. If the parties are unable to agree upon a neutral arbitrator within seven (7) calendar days of the Union's notice to arbitrate, the Union will within ten (10) calendar days thereafter submit a request to the American Arbitration Association (AAA) for a list of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators. Otherwise, the procedures for selection of an impartial arbitrator shall be in accordance with the AAA Labor Arbitration Rules then in effect.

(b) The Arbitrator will issue his/her award in writing within sixty (60) calendar days of the close of the record.

Section 5.2. Limitations on Authority of the Arbitrator. The arbitrator shall have no authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. Any decision or award of the Arbitrator rendered shall be final and binding upon the Employer, the Union and the grievant.

Section 5.3. Fees, Expenses, and Other Costs. The fees and expenses of the AAA, the arbitrator, the cost of a hearing room, and the reporter's transcript, if either party requests the same, shall be borne equally by the parties, provided that each party shall be responsible for compensating its own representatives.

ARTICLE VI

Hours of Work and Overtime

Section 6.1. Normal Workday. The normal workday (which can be any day of the week) shall be seven and one (1/2) consecutive hours, which can be interrupted by an unpaid lunch period for a full-time employee, provided, however, that it is understood and agreed that it is necessary that a designated employee or employees in the Classified Department work a half-day on Saturday and that such a designated employee or employees shall receive a compensating half-day off on a regularly assigned basis on some other day of the week, and provided further that it is understood and agreed that the seven and one-half hour work day shall not apply to employees in the Building Maintenance Department.

Section 6.2. Normal Workweek. It is understood and agreed that the Employer publishes a newspaper seven days per week and that accordingly the regular work week consists of six (6) days. Monday through Saturday inclusive, that generally, Sunday is a non-work day provided that work or a workday can be scheduled on Sunday for legitimate business reasons, and, subject to the other provisions of this Article VI, that each employee is to have two (2) days off during the week. In this regard it is understood that Circulation Department employees may be required to work on Sundays at straight time. A workweek may also include regular overtime scheduled on a sixth or seventh day consistent with this Article VI.

Section 6.3. Overtime. Time outside of the normal workday or workweek shall be performed as assigned by the Employer at its sole discretion. Overtime shall be paid only to the extent required by law and at such rate required by law, provided that hours paid for but not worked on a holiday shall count as hours worked for the purposes of overtime.

Section 6.4. No Guarantee. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or the number of days or hours of work per week.

Section 6.5. No Pyramiding. There shall be no pyramiding of overtime and/or premium pay.

Section 6.6. Breaks. The Employer shall allow inside employees a reasonable break period once before and once after noon and outside salespersons two (2) similar break periods to be taken at their reasonable discretion.

ARTICLE VII

Wages

Section 7.1. Minimum Salaries. (a) The minimum hourly rate (excluding commissions, if any), for classifications covered by this Agreement are as follows:

Labor Grade I / Minimum Hourly Rate: $12.00

Classification(s): Manager (Customer Service), Manager (Home Delivery), Ad Set Coordinator [and, perhaps, Maintenance Lead]

Labor Grade II / Minimum Hourly Rate: $10.00

Classification(s): Coordinator (Special Sections)

Labor Grade III / Minimum Hourly Rate: $10.00

Classification(s): Outside Sales (Representative, Territory, Auto)

Labor Grade IV / Minimum Hourly Rate: $09.00

Classification(s): Maintenance, Dispatcher, Clerk (Returns), Driver

Labor Grade V / Minimum Hourly Rate: $09.00

Classification(s): Inside Sales, Inside Sales (Telemarketing)

The actual hourly rates for members of the bargaining unit as of October 1, 2011 are set forth in Attachment 1.

(b) The Employer may pay employees in excess of the minimums set forth above. An employee receiving in excess of the minimum hourly rate shall not have his/her hourly rate reduced by virtue of Section 7.1 (a).

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

(d) 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 September 30th (pay for September 18 – September 24). On October 7th, 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 14, October 28, and November 11."

Section 7.2. Commissions. The Employer, at its sole discretion, may establish, revise, or eliminate advertising sales commissions.

ARTICLE VIII

Holidays

Section 8.1. Holidays. (a) After completing ninety (90) days of service, all regular full-time employees will be eligible for holiday pay as provided for herein on the following holidays or days celebrated as such: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

(b) The holiday and the holiday period shall be the twenty-four (24) hour period as designated by the Employer.

(c) Notwithstanding the foregoing, employees hired by any previous publisher(s) of the Trentonian before January 1, 2011 shall be "grandfathered" and receive additional paid days off in accordance with Sections 8.1(c)(i) through (iii), below, which provisions shall only apply to such "grandfathered" employees. Such days may not be carried over from year to year.

i. (a.) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the birthday of employee after three months of employment and four (4) personal holidays shall be considered paid holidays. Employees must have three (3) months continuous service to be eligible for three (3) personal holidays and two (2) consecutive years of service from date of hire for the additional personal holiday. Should any of these holidays occur on a weekend, the holiday will be either Friday or Monday as determined by the Employer. Employees desiring time in which to participate in religious services on Rosh Hashanah, Yom Kippur or Good Friday may obtain same, without deduction of salary, provided permission is obtained from the Employer two weeks in advance, and provided further that the employee makes up his absence by working a regular day off. An employee whose regular day off falls on a holiday shall receive a compensating day off. Whenever feasible an employee should schedule a personal day off at least one day in advance, although such advance notice will not be a requirement. However, repeated last minute taking of personal days, especially on days when an employee knows that his or her presence is more important than usual, may be deemed to be malingering and could result in discipline. Personal days may not be taken to be excused from work on snow days or other such emergency occasions when as many employees as possible are needed to produce the paper.

ii. All employees in all departments except those scheduled to work, shall be free from work on all eleven (11) of the aforesaid holidays without deduction from their salaries. An employee scheduled to work on a holiday, except birthday or personal holiday, shall be compensated at the rate of two and one-half (2-1/2) days pay at the straight time day rate or at the option of the employee for working said holiday, the employee would be compensated at one and one-half (1-1/2) days' pay with a compensating day off later, when mutually convenient. An employee called upon to work any portion of a holiday shall be deemed to have worked the entire day. An employee working his birthday holiday shall receive a compensating day off at the mutual convenience of the employee and the Employer, or one day's salary in lieu thereof if a compensating day off cannot be mutually arranged.

iii. An employee who is called upon to work on a holiday which becomes his sixth working day of the week shall be compensated at the rate of two (2) days' pay

plus a 35% at the straight time day rate and in addition shall receive a compensating day off at a later day mutually agreed upon by the employee and the Employer or one (1) day's pay in lieu thereof if a compensating day off cannot be mutually arranged.

Section 8.2. Work on a Holiday. (a) Regular full-time employees who are scheduled to work any of the aforementioned holidays and are required to work on said holidays shall be paid time and one-half (x 1-1/2) the straight time rate for all work actually performed on the holiday.

(b) Regular full-time employees who work on a holiday shall also receive seven and one-half (7-1/2) hours holiday pay at straight time rates. The payment provided for in this subsection (b) shall only be paid once in conjunction with any work performed on a holiday.

Section 8.3. Holiday Not Worked. A regular full-time employee who is not scheduled to work on a holiday and who does not receive any compensation for work on that holiday shall receive seven and one-half (7-1/2) hours holiday pay.

Section 8.4. Holiday Eligibility. In order to be eligible for holiday pay as provided for in Section 8.2 or Section 8.3, the eligible employee must have worked his last regularly scheduled workday preceding the holiday and his first regularly scheduled workday following such holiday. The eligible employee must also have worked the holiday shift if so required by the Employer.

Section 8.5. Holiday Falling During Scheduled Paid Time Off. If a holiday falls during an eligible employee's scheduled, pre-approved paid time off, the day shall be considered to be a holiday and the employee shall be eligible to receive seven and one-half (7-1/2) hours holiday pay at straight time rates.

ARTICLE IX

Vacations

Section 9.1. Vacations. (a) Regular full-time employees shall be entitled to paid vacation in accordance with the following schedule, with employees to receive credit for all years of service with any previous publisher(s) of The Trentonian:

Full Years of Service	Number of Days
One year through and including five years	10
More than five years through and including fifteen years	15
More than fifteen years	20

Vacation is accrued in one calendar year and taken in the next.

(b) Notwithstanding the foregoing, employees hired before January 1, 2011 shall be "grandfathered" at their current amount of vacation. Such an employee shall be eligible to accrue additional vacation in accordance with the schedule set forth at Section 9.1 (a).

Section 9.2. Scheduling of Vacation. Vacations shall be scheduled on a first come basis. The number of employees to be off, if any, shall be determined by the Employer.

Section 9.3. No Carryover. Vacation days may not be carried over from the calendar year in which it is earned or credited.

ARTICLE X

Benefits

Section 10.1. Benefits. 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.

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.

Section 10.2. 401(k) Plan. For present and future employees in job classifications that were eligible to receive pension plan contributions from the prior publisher of The Trentonian, 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.

ARTICLE XI

Seniority

Section 11.1. Defined. The seniority list for all current bargaining unit employees is attached as Appendix 2.

Section 11.2. Probationary Period. (a) All new employees shall be considered probationary employees for the first one hundred and eighty (180) days of their employment provided further that time off for any reason, including time off for leaves required by law (*e.g.*, workers' compensation leave or Family Medical Leave) shall not count toward completion of the probationary period. The Employer shall be the sole judge of performance during the probationary period and the Union recognizes the Employer's right to discipline or terminate an employee anytime during the probationary period with or without cause and at its sole discretion

and, further, that the discipline or termination of an employee during the probationary period shall not be subject to the grievance arbitration procedure of this Agreement nor to requests for information by the Union concerning the reasons or circumstances with respect to discipline or termination of an employee during the probationary period or matters directly or indirectly related thereto.

(b) Probationary employees shall have no seniority, including seniority amongst other probationary employees. An employee who successfully completes his probationary period shall then begin to accrue seniority and that seniority shall be computed from the most recent date of hire.

Section 11.3. Termination of Seniority. Seniority and the employment relationship shall terminate if:

(a) An employee quits;

(b) An employee is terminated for reasons or in a manner permitted under this Agreement;

(c) An employee is laid off;

(d) S/he fails to report to work after two (2) days' unexcused absences; or

(e) The employee has exhausted time off paid directly by the Employer at the employee's normal straight time hourly rate and has exhausted all leaves of absences to which s/he is entitled under this Agreement or the law.

Section 11.4. Layoff. The Employer shall determine who shall be laid off.

Section 11.5. Service and Experience. Whenever in this Agreement it is provided that any right or privilege shall depend upon years of service for the Employer, such service shall include all service on The Trentonian irrespective of the identity of the employer, so long as such service was not interrupted by discharge or resignation. The publication of The Trentonian by a subsequent employer shall be deemed to be a continuation of the employment and services of the employees to whom this Agreement is applicable, with respect to all benefits and obligations herein provided.

ARTICLE XII

Leaves of Absence

Section 12.1. Discretionary Leave. A written leave of absence without pay may be granted at the sole discretion of the Employer to an employee.

Section 12.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 12.3. Bereavement Leave. Bargaining unit employees shall be granted the same bereavement leave on the same basis as other non-union employee of the Employer, provided that the bereavement leave for employees hired by any previous publisher(s) of The Trentonian before January 1, 2011 shall be as follows:

(a) In the event of a death in the immediate family (father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, or aunt or uncle who acted in lieu of parents) any employees will be allowed four (4) of his consecutive work days absent from work without loss of pay.

(b) In the event of the death of a grandparent, aunt or uncle, brother-in-law or sister-in-law, one (1) day, the day of the funeral, will be granted.

(c) Employees shall not be paid or receive compensating time off when funeral leave falls on a day off, paid holiday, or vacation leave.

Section 12.4. FMLA and New Jersey Family Leave Act. (a) All provisions of this Agreement, including but not limited to leaves of absence provisions, shall be applied consistent with the requirements of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). FMLA and NJFLA leaves shall be granted in conformance with applicable law and shall run concurrently to the extent permitted by law.

(b) The parties agree that the Employer, to the extent permitted by law, requires the following: (1) that an employee use at the beginning of FMLA leave all unused vacation that the employee may have before becoming eligible for unpaid FMLA leave and that vacation time so taken shall be counted toward the employee's twelve (12) week entitlement under (FMLA); (2) that once an employee exhausts unused vacation that any other paid time off available to the employee .will be used before becoming eligible for unpaid FMLA leave and that time so taken shall be counted toward the employee's twelve (12) week entitlement under (FMLA); (3) that any time off for a "serious health condition" shall be counted toward the employee's twelve (12) week entitlement under (FMLA); and (4) that the Employer uses a "rolling" twelve (12) months backward from the date an employee uses FMLA leave as the twelve (12) month period in which an eligible employee may take up to twelve (12) weeks of FMLA leave. The foregoing shall also apply to NJFLA leaves to the extent permitted by law.

Section 12.5. Jury Duty Leave. Any regular, full-time employee who is absent from employment to serve on a jury shall be granted time off without pay as required by law. An employee dismissed early by the court is expected to report for work. An employee must provide official Jury Duty notice or other official documentation to the Employer.

Section 12.6. Sick Leave. (a) Employees shall be entitled to maintain their sick leave bank from service with previous publishers of the Trentonian. Employees with a sick leave bank of more than eleven (11) days may carry those days over from year to year. Sick leave will be deducted from that bank until it is exhausted. Once an employee's bank is below eleven (11) days an employee shall be eligible to receive additional sick leave as provided for at (b) below.

(b) Employees hired after the effective date of this Agreement shall receive the same sick leave as then in effect for non-union employees of the Employer, which as of the effective date of this

Agreement is as follows: Years 1 and 2 = 6 days; Year 3 = 8 days; Years 4 through 8 = 10 days; and after 9 Years = 11 days. Except as provided in (a) above, sick days cannot be carried over from year to year.

ARTICLE XIII

Miscellaneous Provisions

Section 13.1. No Discrimination in Accordance with Applicable Law. In accordance with applicable local, state and federal law neither the Employer nor Union will discriminate on the basis of or race, color, creed, religion, sex, national origin or any other legally protected status.

Section 13.2. Employee Discipline. An employee who has successfully completed his probationary period shall only be disciplined or discharged for just cause.

Section 13.3. Cafeteria/Vending Machines. The Employer may at its sole discretion maintain or discontinue a cafeteria or vending machines for use by employees and others as determined by the Employer. The determination of the services, if any, offered and/or the vendor to provide any such services and the prices for any foodstuffs or beverages shall be at the Employer's sole discretion.

Section 13.4. Gender. Whenever the masculine gender is used herein, it shall be construed as including the feminine gender.

Section 13.5. Severance Pay. (a) Employees who are laid off by the Employer shall be entitled to one (1) week of severance pay for each two (2) years' service provided that any employee hired before January 1, 2011 by any previous publisher(s) of The Trentonian, who was entitled to more severance pay as of that date will be paid the greater amount. Employees will receive credit for all years of service with previous publishers of The Trentonian. Payment of any severance pay shall be conditioned on the employee signing (and not thereafter revoking) a waiver, release, and covenant not to sue in a form acceptable to the Employer.

(b) In the event the Employer elects to relocate, contract out or discontinue in whole or in part the operations performed at The Trentonian of any department (other than Advertising Sales Representatives) covered by this Agreement, any employee laid off as a result of such decision shall receive the greater of "Guild Severance" or "Trentonian Severance" (as defined below in Section 13.5(b)(i) and (ii)) plus four (4) additional weeks' regular straight-time pay. Payment of such enhanced severance pay shall be conditioned on the employee signing (and not thereafter revoking) a waiver, release, and covenant not to sue in a form acceptable to the Employer.

i. For purposes of this Agreement, "Guild Severance" is defined as follows:

- After one (1) full year of employment or major fraction thereof, one (1) week's pay;
- After two (2) full years of employment or one (1) full year and a major fraction of the second year, two (2) weeks' pay;

- After five (5) full years of employment or four (4) full years and a major fraction of the fifth year, four (4) weeks' pay;
- After seven (7) full years of employment or six (6) full years and a major fraction of the seventh year, five (5) weeks' pay; and
- After ten (10) full years of employment or nine (9) full years and a major fraction of the tenth year, eight (8) weeks' pay.

ii. For purposes of this Agreement, "Trentonian Severance" is defined as follows: one (1) week's pay for each two full years' of employment.

(c) 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.

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.

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.

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

Section 13.6. Life Insurance. The Employer will provide the life insurance benefit that was in effect immediately prior to the date of this Agreement for all members of the bargaining unit employed by The Trentonian or any previous publishers of The Trentonian as of January 1, 2011.

Section 13.7. Bulletin Board. The Employer agrees that a bulletin board shall be made available for the posting of Union notices, provided that any material which is posted shall have been approved by the Union.

Section 13.8. Mileage. Employees who are required by the Employer to use their vehicles for business purposes shall be reimbursed for mileage at the same rate as other employees of The Trentonian. The current rate is $0.34 per mile.

Section 13.9. 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.

ARTICLE XIV

Part-Time and Temporary Employees

Section 14.1. Part-time and Temporary Employees. Employees may be employed by the Employer on a part-time or temporary basis in any classification covered by this Agreement. A part-time employee is defined as any employee regularly scheduled to work fewer than thirty-seven and one-half (37-1/2) hours per week averaged over a twelve (12) month period or, in the case of new hires, on first a monthly, then bi-monthly and, finally, on a twelve (12) month basis.

Section 14.2. Rights of Part-time Employees. Part-time employees shall be subject to the provisions of this Agreement including the grievance and arbitration procedure except those provisions relating to vacations, holidays, and leaves of absence (except as otherwise required by law). Their eligibility for benefits, if any, shall be as provided for in the relevant plan documents. Part-time employees shall be paid at the minimum hourly starting rate for the classification into which they are hired. The hours and workdays of part-time employees shall be scheduled by the Employer. Part-time employees shall not have seniority for any purpose.

Section 14.3. Temporary Employees. The Employer's right to hire temporary employees, including through employment agencies or a third party, is expressly recognized.

ARTICLE XV

Severability

Section 15.1. Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause(s) shall be finally determined to be in violation of the law, then such clause(s) only, to the extent only that any may be so in violation, shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language may appear.

ARTICLE XVI

Duration and Renewal

Section 16.1. Duration. This Agreement shall be valid and binding effective July 31, 2016 and shall continue in full force and effect for three (3) years thereafter.

Section 16.2. Termination. Within ninety (90) days prior to the expiration of this Agreement, either party may give to the other written notice of a desire to terminate or alter any provisions of this Agreement for the period following the expiration date of this Agreement.

ACCEPTANCE:

On behalf of the Employer:

By: William Huggenson
EVP Operations
Digital First Media

Date: 12/22/2016

ACCEPTANCE:

On behalf of the Union:

By: William D. Rath
Exec. Director
TNG-CWA38010

Date: 12-21-2016

APPENDIX 1

Check Off Form

Communications Workers of America Local 38010 AFL-CIO

I designate The Newspaper Guild-CWA local 38010 as my collective bargaining representative, and to represent me before any Board, Court, Committee or other tribunal in any matter involving collective bargaining. I authorize The Newspaper Guild-CWA and its Local to represent me in adjusting any grievances I may have in connection with my employment. I pledge to abide by the Constitution of the Communications Workers of America and The Newspaper Guild-CWA, and by the By-laws of the Local Guild.

Name _____
(please print) (Date of Birth) (Sex) (Social Security Number)

Home Address _____
(Street) (City) (State/Prov.) (Postal Code)

_____
(Employer) (Date of Hire) (Cell Phone)

_____
(Department in which employed) (Job Title) (Home Phone)

_____
Email Address (work) (personal)

Prior membership with Guild or CWA ☐ Yes or ☐ No if yes, what local and year _____

Date _____ Signature _____

I hereby authorize the employer to deduct my Guild membership dues from any salary earned. Dues, assessments, contributions, or gifts to The Newspaper Guild-CWA Local 38010 are not deductible as charitable contributions. Dues paid to The Newspaper Guild-CWA Local 38010, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code (TNG-CWA Constitution requires that, when turned into the Guild, this form be accompanied by an initiation fee.)

APPENDIX 2

Names and current hourly rates (excluding commissions, if any,) for bargaining unit employees as of October 1, 2011:

Name	Hourly Rate
Mauro, Judith L.	$16.15
Ford, Stephanie Y.	$10.10
Miller, Sherion	$09.27
Bentley, Jane	$09.00
Manion, Cynthia	$19.5248
Steele, Elaine	$11.42
Hopkins, Sandra M.	$12.6667
Pennock, Eugene K.	$24.9921
Prunetti, Michelle	$12.6667
Drago, Gaetano	$12.6667
Kuti, Anna Maria	$10.67
Huggins, Jerrett	$10.67
Prout, Christopher	$09.96
Conte, John	$12.6667

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 Trentonian 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 Trentonian as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

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

_____
Date

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 Trentonian:

Matthew Buzinski
Fred Beuter

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

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

_____
Date