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AGREEMENT

Between

PORLAND PRESS HERALD

And

**PORLAND NEWSPAPER GUILD
LOCAL 31128**

of The Newspaper Guild (TNG – CWA)

November , 2011 through June 30, 2013

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PREAMBLE

(a) This Agreement is made and entered into this thirtieth (30th) day of November, 2011, between MaineToday Media, Inc. d/b/a the Portland Press Herald (which includes the Sunday newspaper published by the Press Herald currently known as the Maine Sunday Telegram) hereinafter referred to as “MTM” or “the Publisher,” and the Portland Newspaper Guild Local 31128 of Portland, Maine, a local chartered by The Newspaper Guild (TNG-CWA), hereinafter referred to as the Guild, for itself, and on behalf of all employees of MTM in the editorial, display advertising, classified advertising, accounting, circulation, promotion, and building and maintenance departments, in the distribution department, MaineToday Digital, Pre-press and Information Technology departments of the Portland Press Herald, except as herein otherwise provided

(b) In entering into this Agreement, the Guild on behalf of itself and all employees within its jurisdiction acknowledges and agrees that effective June 15, 2009, the Publisher purchased certain assets of Blethen Maine Newspapers, Inc., which entity formerly owned and operated the Portland Press Herald. The Guild on behalf of itself and all employees within its jurisdiction further acknowledges and agrees that, in conjunction with such asset sale, the Publisher did not undertake or assume, and has no obligations or responsibilities under, either of the following two Collective Bargaining Agreements, which were formerly in effect solely between the Guild, Typographical Union No. 66 and Blethen Maine Newspapers, Inc., respectively:

Agreement Between Portland Press Herald and Portland Newspaper Guild Local 31128 Effective June 1, 2007 through May 31, 2011

Collective Bargaining Agreement Between The Portland Press Herald and Portland Typographical Union No. 66 Effective June 1, 2003 through May 31, 2009

The Guild on behalf of itself and all employees within its jurisdiction understands and agrees that the only party against whom any Guild or former Portland Typographical Union No. 66 member has brought or may bring any claim under either of the two above-referenced Collective Bargaining Agreements is Blethen Maine Newspapers, Inc., and not the Publisher, and the Guild for itself and for all employees within its jurisdiction hereby waives any contrary claims and agrees to indemnify the Publisher to this Agreement from any and all grievances and/or claims arising or allegedly arising under the above two identified Collective Bargaining Agreements to the fullest extent allowed by law. To the extent that any subsequent provision of this Agreement may be construed to conflict with this Preamble as to the Guild’s intended waiver of claims and grievances and agreement to indemnify, this Preamble shall govern.

(c) **DEFINITIONS:**

“Employment by/with the Portland Press Herald”: For purposes of this Agreement, except to the extent that any Article or provision hereof expressly states differently, the phrases “employment by the Portland Press Herald” or “employment with the Portland Press Herald” shall be construed and understood to mean employment by/with the Portland Press Herald while the

Press Herald was owned by the Publisher and/or any prior entities or individuals including but not limited to Blethen Maine Newspapers, Inc. and Guy Gannett Communications/Guy Gannett Publishing Co. doing business as The Portland Newspapers.

“Months or Years of Service”: For purposes of this Agreement, except to the extent that any Article or provision hereof expressly states differently, the phrases “months of service with the Portland Press Herald,” “years of service with the Portland Press Herald” and/or “continuous years of service with the Portland Press Herald” shall be construed and understood to mean an employee’s or former employee’s months/years of service for the Portland Press Herald including as they occurred under this Publisher and/or under any prior owners including, but not limited to, Blethen Maine Newspapers, Inc. and Guy Gannett Communications/Guy Gannett Publishing Co. doing business as The Portland Newspapers.

“Seniority”: For purposes of this Agreement, except to the extent any Article or provision hereof expressly states differently, the phrase “seniority” means length of continuous employment as either a full-time or part-time employee for the Portland Press Herald including employment under this Publisher and/or under prior owners of the Portland Press Herald including Blethen Maine Newspapers, Inc. and Guy Gannett Communications/Guy Gannett Publishing Co. doing business as The Portland Newspapers. Employment shall be deemed continuous for seniority purposes unless interrupted by: (a) dismissal for just and sufficient cause; (b) resignation; (c) refusal to accept an offer of recall into the classification in which the employee worked when dismissed or (d) removal from a recall list after two years in accordance with Article XVII (5)& (8) of this Agreement.

“Employment”: For purposes of this Agreement, the term “employment” shall at all times be construed and understood to mean continuous employment, without gaps in consecutive months of service, whether or not the word “continuous” is used.

“Workweek”: For purposes of this Agreement, the term “workweek” shall at all times be construed and understood to mean “standard workweek” as that phrase is defined in Article VII (1) of this Agreement, whether or not the preface “standard” is used.

ARTICLE I UNION MEMBERSHIP, EMPLOYMENT INFORMATION, PROBATION

1.
 - a. All employees coming within the jurisdiction of the Guild as defined in the Preamble to this Agreement and hired after the effective date hereof shall become members of the Guild in the manner and to the extent permitted by law no later than the thirtieth (30th) day after their date of hire.
 - b. The above membership requirement shall not apply to individuals who were employed by MaineToday Digital prior to the ratification of this Agreement.

c. In the event an eligible employee fails to become a member in the manner and to the extent permitted by law, he/she shall, upon written request to the Publisher by the Guild, be terminated after a copy of written notification of his/her obligation has been given to the employee, written certification from the Guild of the employee's continued refusal or failure to become a member as specified above has been given to the Publisher, and the Publisher has confirmed that the employee has been notified by the Guild of his/her obligations under this Article and is obligated to and has not complied with the provisions of this Article.

2. If an employee is a member of the Guild, he/she will be required as a condition of employment to maintain his/her membership in the Guild in the manner and to the extent permitted by law.

3. It is agreed that the Guild will admit to membership and retain in membership any employee, subject to the Constitution of The Newspaper Guild and the bylaws of the Guild. It is agreed that the Portland Newspaper Guild will accept into membership any employee of the Publisher who applies. In the event that The Newspaper Guild refuses membership to such applicant, the provisions of Article I, Section 1 of the Agreement between the Publisher and the Portland Newspaper Guild will not apply to such rejected employee.

4. a. The Publisher shall provide the Guild the following information within fourteen (14) working days after the date of hire of each new employee:

- Name, address, sex and date of birth
- Date of hiring
- Job classification, complete job title and experience rating
- Probationary period
- Rate of pay, bonus, commissions or other forms of compensation.

b. Changes in name, address, job classification, experience rating, pay rates, bonus, commissions, nature of part-time status, or other forms of compensation and effective date of same, shall be provided once a month.

c. Resignations, retirements, deaths and the effective dates shall be provided once a month, however, terminations for cause shall be provided within seven (7) days of the event.

5. Annually, or when a reduction in force or a rehiring from layoff occurs, the Publisher shall provide the Guild a listing of the employee's readjusted experience anniversary, benefits anniversary or hiring date whenever such dates are not one and the same. The Publisher also shall provide the formula by which the revision was reached.

6. The Publisher shall provide the Guild with formulas by which it computes bonuses, commissions and other forms of compensation other than that paid under the Minimum Wages and General Wages Articles of this Contract.

7. The Publisher shall be the sole judge of competency during a probationary period of six (6) months for all new employees. The Guild recognizes the right of the Publisher to terminate new employees anytime during the probation period and the termination shall not be subject to the grievance or arbitration procedures in this Agreement.

8. If an employee is not now a member of the Guild, this Article does not require that the employee join the Guild, but the employee is free to make application to join.

ARTICLE II

DUES DEDUCTION

1. Upon an employee's voluntary written assignment, the Publisher will deduct from any salary to be paid to the employee an amount equal to all such Guild membership dues and assessments as he/she may be lawfully required to pay, consistent with the nature of his membership status, as certified by the Treasurer of the Portland Newspaper Guild, for each pay period following the date of the assignment. The Publisher will send such deduction to the Guild at the address specified by the Treasurer not later than the Friday following the last day of each pay period. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

TO:

I hereby assign to the Portland Newspaper Guild, and authorize the Publisher to deduct from any salary to be paid to me as an amount equal to all such Guild membership dues and assessments as are consistent with my membership status, as certified by the Treasurer of the Portland Newspaper Guild, for each pay period following the date of this assignment and pay such deduction to the Guild not later than the Friday following the last day of each pay period.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the Collective Bargaining Agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between the Publisher and the Guild, whichever periods shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's signature _____ Date _____

ARTICLE III

JURISDICTION

1. The jurisdiction of the Guild is:

- a. The kind of work presently performed within the unit covered by this Agreement.
- b. Any kind of work similar in skill, or performing similar function, as the kind of work presently performed in said unit, and
- c. Any other kind of work assigned to be performed within said unit except as provided elsewhere in the Agreement.

Performance of such work, whether by presently used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Publisher covered by this Agreement except as provided elsewhere in the Agreement.

2. The Publisher is a content company that must be prepared to disseminate via print, wireless, pod cast, the Web, or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, reporters may be required to take photos, videos, prepare and up-date on-line content and engage in a variety of functions not traditionally a part of historical print journalism. Advertising sales persons may perform similar functions with respect to advertising. Nothing contained in this Agreement shall be construed as restricting such assignments for any employee covered by this Agreement.

As a result of changes in the work environment, employees may be required to perform duties and functions that have not historically been part of their job classification. By way of example, but without limitation, reporters and photographers may be required to write stories, edit news material, take photos, produce videos, audio, prepare and up-date on-line content, do voice-overs, re-purpose content and engage in a variety of functions not historically part of their job classification or, in some cases, not even traditionally a part of historical print journalism. Employees in the Advertising Department may perform similar functions with respect to advertising matter.

The Publisher commits to provide employees with the necessary training and equipment to perform such functions.

The Publisher recognizes that these duties are ancillary to the normal duties and as such employees may not have much expertise in performing these duties and functions. This shall be taken into consideration by managers and supervisors as employee evaluations occur.

The Publisher recognizes that these ancillary duties have not been required of employees previously. While employees are not expected to be immediately proficient in all of these duties they are expected to give a fair effort and endeavor to improve over time, and an employee who meets the obligation to give a fair effort and endeavor to improve over time shall not be subject to discipline, provided further, that no employee shall be unreasonably disciplined.

MTM agrees to employ no fewer than five (5) full-time photographers and/or graphic arts photographers for the terms of this Agreement. MTM may use independent contractor photographers without restriction.

3. The Publisher shall have the right to assign work within the jurisdiction of the Guild to persons not covered by this Agreement as outlined herein provided that such assignment shall not result in the layoff of *any employee listed in Appendix A to this Agreement*. The Publisher shall give the Guild not less than thirty (30) days notice of such contemplated assignment and the parties shall meet and engage in effects bargaining over these matters.

Nothing contained in Article III, Section 4 shall be construed as:

- a. altering the definition of the bargaining unit; and/or
- b. depriving the Guild of the right to contend that persons performing any reassigned, subcontracted, or transferred work are to be included in the unit.

The parties agree that this language is not intended and does not allow the Publisher to create “shadow departments” consisting of non-union employees of the newspaper provided further that this sentence shall not be construed as limiting any rights enjoyed by prior owners of the Portland Press Herald, which rights shall inure to the benefit of the Publisher, nor any rights of the Publisher by law.

No more than fifteen percent (15%) of the bargaining unit positions that exist as of the effective date of this Agreement may be assigned to persons not covered by this Agreement.

4. Managers and supervisors may not routinely perform bargaining unit work. Managers and supervisors may, however, perform bargaining unit work on a limited basis as reasonably necessary to meet the operational needs of the business. Such circumstances include but are not limited to emergencies, unforeseen news events, customer inquires that are elevated to their attention and for training purposes. When the need for a manager or supervisor to perform bargaining unit work is due to an employee failing to report to work, MTM will make reasonable attempts to fill that vacancy first at straight-time and at overtime as a last resort. Managers and supervisors may also perform unit work in instances where employees who have reported to work are then unable to finish their scheduled shift and cannot reasonably be replaced. MTM shall not use managers and supervisors to displace any employee at work on the shift and provided further that this shall not be considered as modifying the definition of the Guild’s jurisdiction.

5.

Job Security List

The Publisher agrees that the following employee – Kenneth Downs – will be retained until age 65 unless vacating employment through retirement, resignation, death, or discharge for cause as provided in Article XVII provided, however: (a) in the event of permanent suspension of the Publisher's Portland newspaper operation, such employment guarantee will thereupon cease, and (b) in case of a strike, lockout, or "Act of God" resulting in a period of temporary suspension of the Publisher's Portland newspaper operation, the job guarantee will be suspended for such period of temporary suspension of operation only. Kenneth Downs shall accept training opportunities offered by the Publisher and shall make every effort to become competent in performing their assignments for which they are being trained. Mr. Downs shall be removed from the above-detailed job security if he refuses to accept the training opportunities provided by the Publisher and/or refuses a situation that he is competent to fill. Mr. Downs may accept employment in a new position with the Publisher outside the jurisdiction of the Union and in such case the above-detailed job security will no longer apply. When Mr. Downs reaches the age of 65, the above-stated job security terminates and he shall become subject to the provisions of the seniority and layoff articles of this Agreement. It is understood that when Mr. Downs is no longer protected by job security under the circumstances detailed above, the Publisher shall have no further obligation to him for job security other than as may be otherwise applicable under the remaining terms and conditions of this Agreement. Nothing in this section shall be construed as mandating any retirement age which is prohibited by law.

ARTICLE IV EXEMPT EMPLOYEES

The following employees are excluded from the application of this Agreement:

1. With the exception of certain employees of MaineToday Digital, all employees working in a department that was not covered by the most recent collective bargaining agreement between the Guild and MTM, including confidential employees, supervisors and guards, as defined by the Act. It is the intent of the parties that the composition of the unit covered by this Agreement remains the same with the exception of the MaineToday Digital employees referred to herein.
2. The following employees are specifically excluded from the application of this Agreement:

ADMINISTRATION:

Publisher and CEO
Administrative Assistant to the Publisher and CEO
President and General Manager
Director of Labor Relations
Administrative Assistant to the Director of Labor Relations and Human Resources
Manager of Portfolio Diversification

ADVERTISING:

Director – Advertising
Retail Advertising Manager

Retail Advertising Administrator
Group Sales Managers (3)
Advertising Administration Manager
Classified Advertising Manager
Advertising Marketing Manager
New Business Development Manager

NEWS:

Editor & Publisher

Executive Editor – VP, News
Administrative Assistant to Editor – VP, News
Managing Editor
Assistant Managing Editors (5)
Night Editor
Day Editor
Business Editor
Editorial Page Editor
Suburban News Editor
City Editor
Reader Services Manager
Executive Producer
Washington Correspondent

CIRCULATION:

Director – Circulation
Administrative Assistant to Director – Circulation
Circulation Customer Service/CIS Manager
Single Copy Zone Managers (3)
Single Copy Operations Manager
Assistant Circulation Director – Home Delivery
Assistant Circulation Director – Single Copy
Customer Service Supervisor
Regional Home Delivery Managers (2)
Home Delivery Area Managers
Consumer Marketing Manager
Field Support Manager

FINANCE:

CFO
Controller
Accounting Manager
Manager Contracts, Supplies and Facilities
Financial Analyst

OPERATIONS/PRODUCTION:

Director of Operations
Administrative Assistant to Director of Operations

Printing & Distribution Managers (2)
Distribution Department Managers/Supervisors (4)
Pre-press Operations Manager
Pre-press Night Operations Manager

INFORMATION TECHNOLOGY:

Director of Information Technology
Web Developers
Web Programmers
Systems Administrator
UNIX Systems Administrator
Senior Programmer Analysts
Data Base Administrators
Systems Editors
Business Systems Managers
Platform Designers
Project Managers

HUMAN RESOURCES:

Director of Human Resources
HR Representatives

3. To the extent the Publisher changes the job titles or redistributes/reorganizes the job functions of the employees holding the job titles identified in Article IV(2) above, all employees subsequently performing the job responsibilities, job functions and work performed by those employees previously holding the job titles identified in Article IV(2) since June 1, 2003, regardless of the new job titles created by the Publisher. In this regard, it is the intent of this Agreement to classify as exempt, and as outside of the jurisdiction of the Guild, any work that was previously performed by individuals holding the exempt job positions identified in Article IV(2) above and not to penalize the Publisher for changing the names of exempt positions or redistributing/reorganizing exempt work. To the extent the Publisher changes the titles of exempt positions or creates new job titles, but is only moving around the work previously performed by “exempt” employees identified under Article IV(2), the new job titles shall be recognized as exempt without need for discussion or negotiation with the Guild.

4. Where the Publisher intends to establish a new exempt position covering new work that was not formerly within the coverage of the job titles identified in Article IV (2), the Publisher agrees to notify the Guild in advance of its intention to do so and will give the Guild in writing a description of the proposed new exempt job or jobs. Following advanced notification by the Publisher to the Guild, if the Guild desires to meet to discuss the proposed new exemption or exemptions, it will so notify the Publisher in writing within five (5) days after receipt of the written job description, the parties will meet to discuss the proposed new exemption or exemptions for a period not to exceed two (2) weeks from the date the Publisher received notice from the Guild. If the Publisher and the Guild are unable to agree that the new position(s) the Guild wishes to discuss are entitled to exemption during the aforesaid two (2) week

period, either party may request the dispute go directly to arbitration within two (2) weeks after the date of the last meeting of the parties. The parties shall follow the time frame and procedure set forth in Article X (Grievance Procedure, Arbitration, No Strike – No Lockout) in selecting an arbitrator to hear and decide the dispute. During the pendency of the arbitration, the Publisher may elect to establish and fill the new exemption position and such position shall remain exempt unless and until an arbitrator directs otherwise. The Arbitrator selected to hear the dispute shall apply the criteria set forth in decisions of the National Labor Relations Board as confirmed in decisions, if any, of United States Courts of Appeal for determining whether employees are exempt from application of a Collective Bargaining Agreement under the National Labor Relations Act. The parties understand and agree that arbitration shall be the sole and exclusive procedure for resolving disputes over newly created exempt positions.

5. The position of Columnist shall be exempt from the Guild's jurisdiction for the period of time it is held by William Nemitz. Should Nemitz vacate the position, the parties agree to discuss whether this position shall fall under the Guild's jurisdiction or whether it should remain exempt.

1. Merit pay shall be granted at the discretion of the Publisher. All employees covered by the Agreement will receive the increases of their classification and experience rating as provided herein. Employees who as of November 30, 2007 were employed by the Portland Press Herald and, pursuant to Agreements with Blethen Maine Newspapers, Inc. at that time, were being paid above the top minimums, shall maintain dollar differentials above the new top minimums when minimums are increased, unless otherwise agreed as part of this Agreement..

Classifications at "Key" or above are: Reporter, Photographer, Artist, Advertising Salesperson, Major Accounts Salesperson, Sportswriter, Copy Editor, Sports Desk Slot, State Desk Slot, Copy Desk Slot, City District Manager, Editorial Writer, Graphic Arts Photographer, Special Pages and Editions Editor, Wire Editor, Assistant City Editor, Advertising Artist and Online Editorial Content Producer.

2. There shall be no reduction in pay during the life of this Agreement except by agreement between the Publisher and the Guild or where expressly permitted by the provisions of this Agreement.

a. An employee may elect to transfer to a lower classification at a lower rate of pay with the approval of the Publisher and the Guild.

b. In the event an employee is to be discharged for just and sufficient cause, the Publisher may elect to offer that employee another job in a lower classification at a lower rate of pay, provided that such a transfer is approved by the affected employee and the Guild.

c. Any employee temporarily promoted to a classification carrying a higher rate of pay, who is subsequently returned to his former classification, may be given the then current rate of pay for his former classification, but not less than the rate of pay he had before promotion. The Publisher shall notify the Guild of the contemplated duration of such promotions.

d. An employee temporarily promoted to a classification carrying a higher rate of pay shall be confirmed in the higher classification after six (6) months, except that the six (6) month period may be extended for an employee temporarily promoted to cover for a specific illness or a specific leave of absence. The duration of any temporary promotion may be extended upon mutual agreement between the Guild and the Publisher.

e. Merit pay shall be at the discretion of the Publisher.

3. The word "year" in the minimum wages schedule shall refer to years of experience, and the word "experience" is defined to mean experience in comparable work

4. Nothing in this contract shall prevent employees from bargaining individually for pay increases in excess of the weekly minimums established herein.

5. Employees engaged in more than one classification of work, insofar as minimum wages are concerned, shall be given that classification which occupies in excess of fifty percent (50%) of the workweek. Any employee, except those classified as utility, who works at least half a shift in a higher classification, shall receive at least the minimum in the higher classification next higher than his regular salary on a per diem basis.

6. On occasions, due to the absence of certain exempt employees on normally scheduled workdays, during vacation or periods of illness or injury, or for other reasons, it becomes necessary for employees from within Guild jurisdiction to perform duties otherwise performed by the exempt employee. At such time, the following rates of compensation shall apply:

Newsroom:

a. When an employee from within the bargaining unit is assigned to replace an editor in the news operation for more than thirty (30) consecutive calendar days, the employee shall be paid fifteen percent (15%) premium above the pay scale of assistant city editor for the replacement work.

b. When an employee from within the bargaining unit is assigned to replace an editor in the news operation for up to thirty (30) consecutive calendar days, the employee shall be paid at the pay scale for assistant city editor plus ten (\$10.00) dollars per day for the replacement work.

All Other Departments:

When an employee from within the bargaining unit is assigned to replace an exempt position in any department outside of the Newsroom, the employee shall be paid ten dollars (\$10.00) per day for the replacement work for up to thirty (30) consecutive calendar days.

When an employee from within the bargaining unit is assigned to replace an exempt position in any department outside of the Newsroom for more than thirty (30) consecutive calendar days, the employee shall be paid a premium of fifteen percent (15%) of the employee's regular base pay for the replacement work.

7. An employee shall be paid the weekly night differential of twenty (\$20.00) dollars if all his scheduled shifts extend beyond 6:00 PM or begin before 6:00 AM. An employee not paid the weekly night differential shall be paid one-fifth of the night differential for each scheduled shift worked beyond 6:00 PM and starting before 6:00 AM.

8. Employees classified as Janitor and Building Utility Person who operate a clamp truck in the performance of their job duties will be paid a stipend of ten dollars (\$10.00) per shift for each shift on which the employee operates a clamp truck fifty percent (50%) or more of a shift. Such employees who operate a clamp truck in the performance of their job duties less than fifty percent (50%) of their shift will be paid a stipend of five dollars (\$5.00) for each shift on which the employee operates a clamp truck.

ARTICLE VI

MINIMUM WAGES, JOB CLASSIFICATIONS

1. The job classifications and experience levels set forth below shall be paid no less than the minimum amounts listed, subject to wage diversions mutually agreed to by the parties. The Publisher may design and/or implement additional incentive or sales plans, pay other commissions, award prizes, grant time off with pay and/or utilize gifts, recognition and other forms of reward above the minimums set forth in this Agreement. The Publisher may modify, reduce or eliminate any form of incentive or commission plan or other compensation, reward or recognition above the minimums which was established by or given at the discretion of the Publisher. The Letter of Understanding on page *XX Re: Commission Plan for Sales Employees* describes specific terms for the Advertising Salespersons.

2. The Publisher shall notify the Guild of such other incentive or commission plans or other forms of compensation, reward or recognition above the minimums that are to apply to a department or a classification or a number of classifications of employees. If requested, the Publisher will meet with the Guild regarding the nature, type and structure of such other departmental or single or multiple classification incentive or commission plans or other forms of compensation, reward or recognition above the minimums prior to establishing or promulgating them. Nothing herein, however, shall bar or restrict the Publisher from establishing or promulgating such incentive or commission plans or other forms of compensation, reward or recognition above the minimums.

Minimum Wages	1st Step	2nd Step	3rd Step	4th Step	5th Step
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Administrative and Circulation Collector, Promotions and Program Developer
06/2009 620.00 636.95

Advertising Information Coordinator
06/2009 550.37 604.49 634.72 649.69

Advertising Sales Assistant, Advertising Telephone
Salesperson
06/2009 590.72 633.53 679.46

Assistant City Editor, Copy Desk Slot, State Desk Slot
06/2009 1018.49

Building Maintenance Person
06/2009 582.43 674.42 745.97 817.56

Call Center Coordinator
06/2009 681.25

Circulation
Helper
06/2009 11.42 Hourly
06/2009 428.38 Weekly

City District
Manager
06/2009 623.28 739.31 790.20 865.10 957.14

Classified
Advisor
06/2009 453.67 483.71 507.54 552.44 567.32

Clerk I
06/2009 444.95 474.42 497.78 541.82

Clerk II
06/2009 474.42 497.78 524.18 575.69

Clerk III
06/2009 565.04 590.72

Clerk IV
06/2009 565.04 590.72 623.79 656.91

Clerk V
06/2009 613.65 656.45 699.24

Computer Operator					
06/2009	578.87	625.78			
Computer Support Technician					
753.29 (days)					
765.89(nights)					
06/2009					
Control Point Team Member-					
06/2009	604.43	637.30	670.13	702.99	735.83
Copy Editor, Online Editorial Content Producer					
06/2009	749.36	821.00	875.39	967.77	
Dispatch Coordinator					
06/2009	628.10				
Distribution Assistant*					
06/2009	11.1593	11.4833	11.8433	Hourly	
06/2009	418.45	430.73	444.08	Weekly	
Distribution Group Leader* [this needs to be corrected for wage rates, hourly: <input type="text"/> 21.3025 and 22.4512 and weekly: <input type="text"/> 798.84 and 841.92]					
06/2009	796.84	839.92			
Distribution Machine Maintenance Person					
06/2009	773.59	845.51			
Editorial					

Writer				
06/2009	1060.74			
Food Services Coordinator				
06/2009	516.90	541.82		
Graphic Arts Photographer				
06/2009	984.61			
Head Janitor				
06/2009	590.27			
Janitor & Building Utility Person				
06/2009	505.67	537.91		
Library Researcher				
06/2009	550.37	604.49	634.72	
Major Accounts Salesperson				
06/2009	985.50			
News and Sports Assistants**				
06/2009	550.37	604.49	634.72	660.89
<i>**No News and Sports Assistant shall be hired where the result will be the layoff of a Reporter or Sportswriter</i>				
Page Makeup Person				
06/2009	728.99	797.09	855.02	
Plant Maintenance Person				
06/2009	744.77	806.79	850.21	898.35
				927.81
Prepress				
Operator				
	477.56 (days)			
	490.16(nights)			
06/2009				
Prepress Operator – Journeyman				
	617.40(days)			
06/2009	630.00(nights)			
Production Systems Coordinator				
06/2009	727.69	749.51	772.00	
Promotions				
Assistant				
06/2009	605.64	665.01		

Reporter, Photographer, Artist, Advertising Salesperson, Sportswriter, Adv. Systems Coordinator, Advertising Artist	06/2009	660.89	728.99	797.07	855.02	957.14
Staff						
Accountant	06/2009	607.06	663.62	703.65	731.24	
Special Pages & Editions Editor	06/2009	908.74	984.61			
Sports Desk						
Slot	06/2009	806.19	856.17	912.93	993.70	
Technical						
Coordinator						
752.40 (days)						
765.00(nights)						
06/2009						
Vending Operations Coordinator	06/2009	525.60	558.44	591.30	624.15	
Wire Editor	06/2009	856.76	911.94	993.70		

() includes night differential*

ARTICLE VII

HOURS AND OVERTIME

1. The parties recognize that due to the scope of the Guild's unit there is a need for greater flexibility in scheduling required to meet both the Publisher's operational needs and the employees' desire for more work options in various departments. It is recognized that the standard workweek shall consist of five (5) days totaling thirty-seven and one-half (37 ½) hours and the normal workday shall consist of seven and one-half (7 ½) hours. Flexible work schedules may occur with mutual agreement between the employee and supervisor.

2. By mutual agreement between the Publisher and the employee involved, full-time employees may work a week consisting of thirty-seven and one-half (37 ½) hours straight-time over four (4) days. No scheduled straight-time shift within a week shall exceed ten (10) hours unless agreed as part of a flexible work schedule. Employees working a four (4) day workweek shall be subject to the provisions of Article XIX (Holidays and Personal Day), Section 2, except that the workweek will consist of three (3) days and thirty (30) hours. The Publisher or the employee involved may elect to discontinue the four (4) day workweek schedule by giving thirty (30) days notice to the other party.

3. All hours actually worked in excess of thirty-seven and a half (37.5) per week shall constitute overtime and shall be paid at the rate of time and one-half (x1-1/2). Holidays, scheduled vacation and approved paid personal days shall be considered time actually worked for purposes of this section. Paid sick leave shall not be considered time actually worked for the purpose of overtime. Compensatory time may occur by mutual agreement between the employee and the supervisor in accordance with the law.

4. Employees shall be compensated for the time actually worked on overnight out-of-town assignments including travel to and from out-of-town assignments, except that employees may receive compensatory time off for travel to and from out-of-town assignments.

5. The Publisher shall cause a record of all overtime to be kept, such record to be made available to the employee concerned and the Guild at reasonable intervals on request.

6. Any employee called back to work after having completed his/her shift and having left his/her place of work shall be paid a minimum of four (4) hours pay at the appropriate rate.

7. An employee called to work on any scheduled day off shall be paid a minimum of four (4) hours pay at the overtime rate. This provision shall not apply to part-time employees.

8. "Standby/Call to Work from Standby for Computer Support Technicians: Full-time computer support technicians shall be required to assume standby status. Any full-time computer support technician required by the Publisher to assume standby status on a regular off day or after working a regular workweek shall receive fifteen dollars (\$15.00) per shift. Should an employee standing by be required to come to one of our workplace facilities to resolve a work problem, that employee shall be paid a minimum of three (3) hours pay at the overtime rate provided he/she works or has worked his/her scheduled workweek. Neither travel time nor mileage is paid in conjunction with reporting to one of the Press Herald facilities to resolve a work problem when an employee is on standby.

9. Full time employees shall be given at least two (2) weeks notice of any change in the work schedule which would move an employee between the day and night shift, change their off days or change the regularly scheduled hours of work, except in case of a bona fide emergency. Normal workdays and working hours shall be regularly scheduled. Full-time employees shall be given seventy-two (72) hours notice of any temporary change in the working hours scheduled, except in the case of unforeseen circumstances, such as staffing shortages, inclement weather, and breaking news events, in which case, by mutual agreement between MTM and the employee, MTM may modify the employee's schedule as necessary to meet operational requirements.

10. The Publisher shall give reasonable consideration to legitimate situations such as, for example, an employee's request to attend appointments, deal with child care issues, etc., when changes to the work schedule are made on a non-precedent basis.

11. The Publisher at its discretion may permit an employee who requests to work from his/her home for the period of time which the Publisher deems appropriate on a non-precedent basis.

ARTICLE VIII

EMPLOYEES

PART-TIME, TEMPORARY, AND IRREGULAR

1. For the purpose of the Agreement, part-time, temporary and irregular employees are herein defined as follows:

- a. **Part-time:** A person who is hired to work and who works less than the hours specified for a standard workweek in Article VII (1) as determined at the end of the employee's first continuous 12 months of employment and every December 30 thereafter.
- b. **Temporary:** A person hired for a specific project or for a specified period of time, in either case not to exceed six (6) months except where the temporary employee is hired to perform the job of a specific employee off work due to an injury, illness or a leave of absence or fellowship of a specified duration.
- c. **Irregular:** A person hired for an indefinite period of time who works on an as-needed basis by MTM with no set schedule or guaranteed minimum number of hours. Regardless of how many hours an irregular employee works during the course of a calendar year, irregular employees are not eligible to receive any employee benefits under this Agreement, including vacation, medical, dental, disability or life insurance. MTM has no obligation to use a particular irregular employee and MTM can terminate the employment at will. MTM's decision to use or not use any particular irregular employee shall not be subject to the grievance procedure set forth in Article X. Irregular employees accrue no seniority and have no bumping or recall rights under Article XVII. MTM shall only employ Irregular employees as set forth in this Agreement. MTM shall not employ an Irregular employee for more than 950 hours in any calendar year. Any Irregular employee whose status changes to full-time, not including those temporarily promoted under the provisions of Article XVI, Section 4 (Promotions, Job Changes and Transfers), shall be given an adjusted anniversary date. The adjusted anniversary date is computed by dividing the employee's total regular hours, excluding overtime hours, as an irregular employee by 37.5 and counting back the number of equivalent full-time workweeks, rounded to the nearest full workday from the date the employee's status changed.

2. Part-time and/or temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, nor where, in effect, such employment would eliminate or displace a full-time employee. The size and composition of the workforce is determined by MTM, subject only to the express terms and conditions as set forth in this Agreement. The hours of work for part-time and temporary employees are determined by MTM based on its operational requirements and it is recognized that MTM must be able to hire and use part-time and temporary employees in such fashion as may be necessary to meet its operational requirements so long as such employment and use is in accordance with the express terms and conditions of this Agreement, including the provisions of this Article.

3. In keeping with the intent of Section 2 herein, the Publisher may employ both full-time and part-time Classified Advisors under the provisions of previous agreements between the Guild and prior owners of the Portland Press Herald, which agreements shall inure to the benefit of the Publisher and which agreements provided for considerable latitude in the use of part-time Classified Advisors. In return for Classified Advisors performing such work in the Advertising Department as may be needed to meet temporary market conditions and the exigencies of the work flow, the Publisher agrees that:

- a. when such conditions or exigencies exist, the Publisher shall consider hiring additional full-time employees, however,
- b. as conditions and/or growth offer work of less than a full-time work opportunity, such work shall be offered first to the existing staff of part-time Classified Advisors whose scheduled hours enable them to accept and perform the additional work. Only if none of the existing staff can adjust his/her hours or days of work to perform the additional work, or if such work cannot be practicably offered to the existing staff, shall the Publisher post and advertise for new part-time help. Concurrent with the posting and/or advertising, a copy of the posting will be provided to the Guild.
- c. Should the conditions which created the need for additional part-time help in the Classified Advertising Department change and results in a diminution of work, reduction in force shall occur first among part-time employees who were hired to work for the Portland Press Herald (including under its prior ownership) after February 21, 1997.

4. MTM may employ irregular news assistants and sports assistants without any limitation in any area outside of MTM's "core" area. The "core" area is defined as Portland, South Portland, Cape Elizabeth, Scarborough, Saco, Old Orchard Beach, Biddeford, Westbrook, Gorham, Windham, Falmouth, Cumberland, Yarmouth, and Freeport. Inside the core area, MTM may employ irregular news and sports assistants as needed to meet operational requirements but not in a way that would eliminate or displace any full-time or part-time reporter. MTM shall pay irregular news and sports assistants the same hourly rate as the 1st Step on the News and Sports Assistant pay scale subject to the same adjustments as with a part-time or full-time news and sports assistant. Irregular employees shall receive automobile mileage reimbursement for those miles driven in excess of 30 one way per assignment in a single day at the rate provided for under the agreement. MTM shall use the byline "staff reporter" for any content generated by an Irregular news and sports assistant.

5. The Guild and the Publisher in order to avoid confusion in the future have endeavored to capture all of the past practices between the Guild and prior Publishers of the Portland Press Herald in regard to scheduling in the distribution department as noted below.

- a. Part-Time Distribution Assistants

- (1) Part-time distribution assistants shall have first opportunity to perform all distribution department work not performed by full-time employees.

(2) Part-time distribution assistants may sign-up by seniority for straight-time scheduled shifts of up to thirty-six (36) hours each week.

(3) For work not scheduled in advance or work assigned on the floor, part-time distribution assistants shall be offered work in seniority order except that the Publisher shall have the right to utilize distribution assistants working at straight-time before using distribution assistants working at overtime.

(4) For the Press Herald shifts, the Publisher shall cause a sign-up sheet for work availability to be posted weekly. In case of additional work or absence, part-time distribution assistants shall be called from the sheet in order of seniority, except that distribution assistants working at straight-time may be called first.

(5) As needed, overtime not covered above and as deemed necessary by the Publisher shall be scheduled in order of seniority.

(6) Scheduling shall transition to a four (4) week schedule. There shall be a two (2) month phase in, using two (2) week scheduling. At the end of the transition period schedules shall be posted two (2) weeks in advance.

During transition there will be ongoing meetings between the Company and the Guild to identify and address scheduling issues.

The Distribution Assistant on call will get \$12.50 on-call pay. The company shall set the number of available on-call slots. The on-call slots shall be limited to situations where the called in employee will not incur overtime. Subject to the above, employees shall sign up for the on-call list based on seniority. Employees on the on-call list are expected to be available to accept the call for a 2.5 hour window beginning 2 hours prior to the start of the shift. If an employee is unavailable two (2) times within the previous two (2) months, the employee will be ineligible to be on call for the subsequent 3 months. In addition, if an employee on the on-call list is not available to accept a call or report for work, the employee shall forfeit the \$12.50 on-call pay.

b. Full-Time Distribution Assistants

(1) Scheduling shall be done in accordance with Article VII (Hours and Overtime). Schedules shall be chosen by seniority.

(2) Full-time distribution assistants shall be called for overtime in the same manner identified for part-time distribution assistants under Section 4 (a), subsections 3, 4, and 5 herein.

6. Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience.

7. Part-time employees who work an average of less than fifty percent (50%) of the standard workweek in any calendar year measured as of December 30 shall be covered by the application of the Agreement, except Article I (Union Membership, Employment Information, Probation), Section 1, Article II (Dues Deduction), Article XXV(Insured Benefits) and Article XXVI (Severance), in the manner and to the extent specified in this Agreement or in agreements appended hereto and made a part of the Agreement. Part-time employees who work an average of fifty percent (50%) or more of the standard workweek in any calendar year measured as of December 30 shall be covered by this Agreement in the manner and to the extent specified in this Agreement or in agreements appended thereto and made a part of this Agreement.

8. The workweek for temporary employees hired for a specific project or period of time will be as determined by the Publisher.

9. Part-time employees, including part-time temporary employees, and Irregular employees shall be paid overtime in accordance with Article VII (Hours and Overtime), Section 3.

10. The Guild shall be notified in writing as to the nature and duration of special projects for which temporary employees are hired, with the exception of projects of a confidential nature. The Guild shall be notified in writing as to the duration of employment of temporary employees who are hired for a specified period of time.

11. Temporary employees employed by the Publisher to replace a full-time or part-time employee off work due to an injury, illness or fellowship or a leave of absence of specified duration shall, if retained for more than six (6) months of employment, be covered by the terms and provisions of this Agreement. All other temporary employees shall be covered by such provisions of the Agreement as are expressly referred to in this Article as applying to such temporary employees and the following provisions of this Agreement:

ARTICLE IV	Exempt Employees
ARTICLE VI	Minimum Wages, Job Classifications
ARTICLE IX	Outside Activities
ARTICLE X	Grievance Procedure, Arbitration, No Strike – No Lockout
ARTICLE XXII	Expenses
ARTICLE XXVII	Miscellaneous

12. A temporary employee employed to replace a full-time or part-time employee off work due to an illness or fellowship or a leave of absence of specified duration who has been employed for more than six (6) continuous months and who works an average of fifty percent (50%) or more of the standard workweek measured after six months of employment shall receive vacation pay upon termination of employment calculated as follows: the temporary employee's total number of straight-time hours in the current year shall be divided by twenty-five (25) and the result shall be the number of hours of vacation pay entitlement. If the temporary period of employment occurs over a two (2) calendar-year time period, then unpaid vacation pay entitlement earned in the previous year shall also be paid to the temporary employee upon termination.

13. As used in this Article "year" and "six-month" period, unless otherwise stipulated, shall be construed to mean the Publisher's fiscal year which is a 52 or 53-week period approximately coinciding with the calendar year January 1 through December 31, and the two (2) calendar six (6) month periods January 1 through June 30, and July 1 through December 31. It is understood by the parties that the Publisher's use of fiscal year and fiscal six (6) month periods for accounting purposes may cause slight deviations from calculations based on the standard 52 week calendar. Additionally, hours worked or paid shall be construed to mean straight-time hours only and shall not include any premium or overtime hours paid for at one and one-half the regular rate of pay.

a. VACATIONS – Part-time employees

(1) Vacation eligibility is determined at the end of each calendar year, with the vacation year beginning on January 1 of the year following the year in which vacation is earned.

(2) Any part-time employee hired on or prior to January 15 of the previous year shall receive pro-rata vacation credits on the basis set forth in the first sentence of Article XVIII (Vacations), Section 2 or in Sections 3, 4, 5 or 6 of that Article.

(3) A part-time employee who has not been employed the full previous calendar year shall receive a pro-rata vacation entitlement in the following year as follows:

- (a) If the employee has been employed more than six (6) continuous months, the employee's total number of regular hours worked or paid for in the previous year shall be divided by twenty-five (25) and the result shall be the number of hours of vacation entitlement.
 - (b) If the employee has been employed less than six (6) continuous months, his/her average weekly hours shall be used to determine eligibility. Average weekly hours shall be calculated by dividing the total number of regular straight-time hours worked or paid for in the previous year by the number of weeks in which pay was received. If the employee worked or was paid for an average of fifty percent (50%) or more of the workweek, then the employee's vacation entitlement shall be calculated on the same basis as Section 12a (2) herein. An employee who averages less than fifty percent (50%) of the standard workweek worked or paid for in the previous year shall not be eligible for a vacation entitlement in the year following that calendar year.
- (4) Upon termination of a part-time employee, any unpaid and/or accrued vacation credits shall be paid to the terminated employee. If an employee's employment is terminated by reason of death, any unpaid or accrued vacation shall be paid to the employee's estate.

(5) No part-time employee will be entitled to accumulate any vacation credits in one vacation year for the purpose of adding to the length of his/her vacation or to increase the amount of vacation pay to be received in any succeeding year.

(6) Part-time employees shall be afforded the opportunity to take their earned vacation time off in accordance with the vacation schedule posted in their department by their Department Manager. Part-time employees shall be entitled to select their vacation periods in the order of their seniority with MTM.

b. THE GROUP MEDICAL INSURANCE PLAN

(1) Six (6) months after the date of hire, and each February 1 and August 1 thereafter, every part-time employee shall have his or her work record checked to determine his/her eligibility for the benefits provided in Article XXV (Insured Benefits). A part-time employee is eligible to elect to be covered if the employee in a qualifying six (6) month period after date of hire, and each February 1 and August 1 thereafter, is employed for an average of fifty percent (50%) or more of the standard workweek during the aforesaid time periods which shall be determined by combining the employee's hours worked or paid for and hours of vacation pay accrued during the six (6) month qualifying periods referred to above.

(2) The Publisher shall pay a portion of the premium costs for eligible part-time employees who opt to participate in the program. The Publisher's contribution shall be the dollar amount of the premium and any increase in the premium rate that the Publisher pays, pursuant to Section 9 of Article XXV (Insured Benefits), for full-time employees with like coverage discounted by the percentage of the full-time workweek that a part-time employee averages. Eligible part-time employees who opt to participate in this program shall pay a pro-rata share of the Publisher's cost.

Example:

Full-time Employees

Assume Publisher's cost for Group Medical Insurance is \$1,000 per month. Full-time employee pays the contractually specified premium share and the Publisher pays the remainder. If the Publisher's cost is \$1,000 and premium share is twenty percent (20%) the full-time employee pays \$200 and Publisher \$800 for the coverage.

Part-time Employees

If an eligible part-time employee works 4/5 (80%) of the workweek, premium costs would be shared as follows:

Publisher's share	- \$800 prem. paid for full-time employees	\times 80% = \$640
Employee share	- \$1,000 total premium - \$640 Publisher's share	= <u>\$360</u>
Total premium		<u>\$1,000</u>

(3) Coverage for an eligible part-time employee becomes effective the first day of the month after the employee has become eligible and has elected to participate in the program. It is understood that the pro-rata share of the cost to be paid by the part-time employee may change depending upon the percentage of the workweek the part-time employee averages in each six (6) month qualifying period. The six (6) month benefit period is the six (6) calendar month period February 1 through July 31, or August 1 through January 31.

(4) If the part-time employee averages less than fifty percent (50%) of the standard workweek for the six (6) month period from the date of hire, or any subsequent six (6) month qualifying period, he or she shall not be eligible for participation in the group medical programs or for prorated payment of premiums by the Publisher until the employee has met the eligibility requirements set forth above.

c. SEVERANCE

(1) Six (6) months after the date of hire, and every six (6) month period thereafter, every part-time employee shall have his or her work record checked to determine his or her eligibility for the severance benefits provided full-time employees under Article XXVI (Severance Pay). A part-time employee is eligible to be credited with time for severance pay purposes if, in a qualifying six (6) month period, the employee is employed for an average of fifty percent (50%) or more of the standard workweek during the aforesaid time periods which shall be determined by combining the employee's hours worked or paid for and hours of vacation pay accrued during the six (6) month qualifying periods referred to above. A part-time employee who works or is paid for an average of less than fifty percent (50%) of the standard workweek for the six (6) month period from the date of hire, or any other subsequent six (6) month qualifying period, shall not be eligible for nor shall he/she receive severance pay credits for that six-month period.

(2) A part-time employee who has completed six (6) months of employment who is thereafter terminated before completing the next six (6) months period of employment, or before completing any subsequent six (6) month period, shall have his/her payroll records reviewed to determine his/her eligibility for severance pay credit for that six (6) month period, provided the employee is otherwise qualified for severance pay in accordance with the provisions of Article XXVI (Severance Pay), Section 2. No part-time employee who has worked less than three (3) months of a six (6) month qualifying period shall be eligible for severance credits for that period. Eligibility shall be determined on the basis of average weekly hours in the six (6) month qualifying period to the date of termination computed by dividing the total number of regular hours worked or paid for by the number of weeks from the beginning of the applicable six (6) month period to the date of

termination within such period. If the part-time employee works or is paid for an average of fifty percent (50%) or more of the standard workweeks for at least three (3) months of the six (6) month qualifying period, he or she shall be credited with the time for that period and that fraction of the period counted towards the calculation of severance benefits. No part-time employee who works or is paid for an average of less than fifty percent (50%) of the standard workweek for more than three (3) months of a six (6) month qualifying period during which he/she is terminated shall be eligible for severance credits for that time period.

(3) In the event of the death of an eligible part-time employee, the Publisher shall pay his/her beneficiary designated by the employee in writing, in advance, or his/her executor or administrator, an amount equal to the amount of severance pay to which the employee would have been entitled upon dismissal. Eligibility and the amount of severance credit shall be determined on the same basis as dismissal pay in Section 2 herein.

d. HOLIDAYS AND PERSONAL DAY

(1) The recognized holidays are set forth in Article XIX (Holidays and Personal Day), Section 1.

(2) A part-time employee who has a scheduled workday which falls on one of the recognized holidays and who is required to work on the holiday shall be paid time and one-half his/her hourly rate for all time worked on the holiday shift. In addition, such employees who are required to work the holiday shall be given a compensating day off or, at the employee's option, one (1) day's pay. The pay for the day or for the compensating day off shall be the pro-rata equivalent of seven and one half (7 1/2) hours pay at his or her straight-time hourly rate. A part-time employee who is scheduled to work on one of the recognized holidays, but is not thereafter required to work on that day, shall be given leave on such holiday without loss of pay. A supervisor shall not change a part-time employee's schedule for the purpose of avoiding holiday pay. Supervisors shall give part-time employees one (1) week notice as to who shall work and what hours they shall work on any given holiday. The number of hours scheduled to be worked on a holiday shift shall not be less than five (5) hours.

(3) When a holiday falls on a Sunday and is celebrated the following day, the Sunday night shift rather than the Monday night shift shall be the holiday (premium) shift.

(4) If a holiday occurs during an eligible part-time employee's vacation period, he/she shall receive another scheduled workday off with pay.

(5) Any part-time employee who has been continuously employed the entire year prior to January 1 of each year will be entitled to the pro-rata equivalent of seven and one-half (7 ½) hours of a paid Personal Day. Part-time employees may use their Personal Day with prior approval of their supervisor.

Illustration For Determining Pro-Rata Amount:

1. Total straight-time hours worked during prior six (6) month period (per the six (6) month report) divided by 1,950 = %.
2. % result in Step 1 multiplied by 7 ½ hours = "X" hours.

e. BEREAVEMENT LEAVE

Part-time and part-time temporary employees who have been employed for more than six (6) months shall receive a pro-rata bereavement leave provided they meet the requirements for such leave set forth in Article XIII (Bereavement Leave). Such leave shall be determined by multiplying the fraction of the workweek worked by the part-time or part-time temporary employee by the applicable full-time employee bereavement leave set forth in Article XIII (Bereavement Leave) of this Agreement. Full-time temporary employees who have been employed for more than six (6) months shall receive bereavement leave in the same manner as other full-time employees as set forth in Article XIII (Bereavement Leave).

f. HEALTH AND SAFETY

The health and safety provisions for part-time employees are set forth in Article XXI (Health and Safety) of this Agreement.

g. SICK LEAVE PROVISIONS

The Sick Leave provisions for eligible part-time employees are set forth in Article XII (Sick Leave), of this Agreement.

h. CHANGE OF STATUS

(1) Any part-time employee whose status changes to full-time, not including those temporarily promoted under the provisions of Article XVI, Section 4 (Promotions, Job Changes and Transfers), shall be given an adjusted anniversary date.

(2) The adjusted anniversary date is computed by dividing the employee's total regular hours as a part-timer by 37.5 and counting back the number of equivalent full-time workweeks, rounded to the nearest full workday from the date the employee's status changed.

(3) The adjusted anniversary date shall be used thereafter as long as the employee remains a full-time employee to establish length of continuous service (seniority) as defined in Article XVII, Section 12 (Layoffs and Dismissals). Such an adjusted anniversary date shall be used for determining severance, vacation and sick leave eligibility and credits with deductions if appropriate, for such leaves as provided in Article XII (Sick Leave), a period of layoff as provided in Article XVII (Layoffs and Dismissals) or leaves of absence as provided in Article XIV (Leaves of Absence).

(4) A formerly part-time employee who is changed back from full-time to part-time status shall have his/her original part-time date of hire restored for purposes of determining severance, vacation entitlement and for application of the sick-leave provisions.

(5) When a part-time employee who has six (6) continuous months or more of service with the Publisher is selected to change status to full-time within the same job classification, such employee shall immediately be confirmed in full-time status provided such employee:

(a) Has worked or been paid for an average of fifty percent (50%) or more of the workweek during the six (6) month period immediately preceding the effective date of change of status; or

(b) Has worked or been paid for less than an average of fifty percent (50%) or less of the workweek during the six (6) month period immediately preceding the effective date of change of status but has worked on a regular basis continuously for five (5) years; or

(c) If (a) or (b) above has not been fulfilled, a probationary period of three (3) months shall follow the effective date of change of status.

(6) A part-time employee who has not completed six (6) continuous months of service with the Publisher who is selected to change status to full-time within the same job classification must nevertheless complete his/her six (6) month probationary period of employment but shall be confirmed in his/her full-time status after successfully completing a three (3) month probationary period.

(7) A part-time employee with six (6) continuous months or more of service with the Publisher who is promoted to a higher classification or is transferred to another job classification at the same level as the job classification from which he/she was transferred shall have a trial period of sixty (60) working days starting from the effective date of promotion or transfer. A part-time employee promoted to a higher classification shall receive at least the minimum rate of pay in the higher classification next higher than his/her pay level in the classification from which he/she was promoted. A part-time employee transferred to a job classification at the same level as the job classification from which he/she was transferred shall receive at least the

same rate of pay he/she was receiving in his/her prior job classification. During the aforesaid trial period, the Publisher shall have the right to return any employee to his/her former classification and prior rate of pay and the employee shall have the right to elect to return to his/her former classification and prior rate of pay.

(8) No part-time employee shall be transferred from his/her job classification to a lesser one unless such transfer is agreed to by the Publisher, the Guild and the employee to be transferred or unless such transfer is provided for elsewhere in this Agreement. The Publisher shall notify the Guild in writing within one (1) week of any such change.

i. **RETIREMENT 401(k) SAVINGS PLAN FOR REPRESENTED EMPLOYEES**

The terms and conditions of the Retirement 401 (k) Savings Plan for Represented Employees, Article XXIII (401(k)), shall determine all matters related to the 401(k) savings plan participation of part-time employees.

(13) **Agency Temporaries.** Provided all the available production department employees have been scheduled for extra hours and overtime, MTM may for up to six (6) consecutive weeks annually employ up to ten (10) agency temporary workers in lieu of using temporary employees under this Article.

ARTICLE IX **OUTSIDE ACTIVITIES**

1. Employees covered by this Agreement as defined in the Preamble to this Agreement shall be free to perform services for other communications media entities or other entities outside of working hours which do not interfere with the performance of their jobs or their work schedules nor require the disclosure or use of confidential financial or proprietary information such as customer lists, advertising data, circulation data, and the like.

2. a. Full-time and part-time employees who annually work or are paid for an average of fifty percent (50%) or more of the standard workweek in the editorial and advertising departments, and employees who work with or are privy to confidential financial or proprietary information in the circulation department who are covered by this Agreement, shall not perform services outside working hours for communications media entities in direct competition with the Publisher unless permission is granted by the Publisher.

b. In order to reduce uncertainty and potential conflict over the application of Sections 1 and 2a herein, the following procedure shall be used by full-time and those part-time employees who annually work or are paid for an average of fifty percent (50%) or more of the standard workweek who have been referred to in (a) above who

seek to engage in the performance of services for other communications media or other business entities during non-working hours.

(1) An employee who desires to engage in the performance of services which may be restricted by the provisions in 1 and/or 2a above shall notify the Publisher in writing of his/her desire to engage in such performance of services. Such notice shall include the name of the organization, entity, or prospective employer for whom such outside services will be performed and a brief description of the services or duties the employee will perform.

(2) The Publisher or his/her designee will, within three (3) days, excluding Saturdays and Sundays, after receipt of the written notice, notify the employee in writing of his/her decision and the reason therefore. If the request of the employee is denied the employee may submit the matter to the grievance procedure at the Step 3a (2) level.

3. All other employees may engage in the performance of services for other communications media entities or other business entities whether or not in direct competition with the Publisher provided the performance of such services do not violate the provisions of Section 1 and 2 herein.

4. No employee shall engage in activities outside working hours that exploit the employee's connection with the Publisher unless permission is granted by the Publisher.

ARTICLE X

GRIEVANCE PROCEDURE, ARBITRATION, NO STRIKE – NO LOCKOUT

1. Definitions and Scope

1.1 The Guild shall have the right to present grievances in accordance with the procedures prescribed in this Article.

1.2 For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement and conditions of employment.

2. Procedure

2.1 Step 1: Within fifteen (15) workdays after the act or omission which gives rise to the grievance or the Guild becomes aware or should have reasonably become aware that there is a grievance, the employee and/or his/her representative shall present the grievance orally to his/her immediate supervisor. The immediate supervisor shall be responsible for taking such steps as are advisable, including consultation with superiors with authority to resolve the grievance, in an effort to resolve the grievance. The immediate supervisor should document, in writing, the date that the employee and/or his/her representative first presented the grievance.

2.2 Step 2(a): If the grievance is not resolved within ten (10) workdays of submission at Step 1, within ten (10) workdays thereafter the employee and/or his/her representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested to the Head of the Department (i.e. Advertising, News, Circulation, etc...). The Head of the Department shall take whatever actions in his/her discretion are appropriate and issue a written record within 15 work days indicating whether or not the grievance has been resolved.

(b) If the grievance is not resolved after its referral to Step 1, and either party believes the grievance has significance to MTM's operational issues, then either involved party may submit it to the Labor Management Committee, as constituted in Article XXVI, which shall meet within ten (10) workdays days after referral (or such longer time as is mutually agreed upon by the chairs on the Labor Management Committee) to confer in an attempt to resolve the grievance. If the dispute is not resolved by the mutual agreement of the Guild and Company representatives on the Committee within such time (ten workdays after its referral to the Labor Management Committee or such longer time as is mutually agreed upon by the chairs on the Labor Management Committee), it may be referred within five (5) workdays by either party directly to Step 4.

2.3 Step 3: If the grievance is not resolved at Step 2(a), within ten (10) workdays after receipt of the written decision of the Head of the Department, or within 10 workdays after the expiration of the 15 workday period referenced in Step 2(a) if no written decision is issued, the employee and/or his/her representative may appeal to the Vice President of Human Resources by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The Vice President of Human Resources shall have broad authority to resolve the dispute that led to the grievance. The Vice President of Human Resources shall hold a meeting within ten (10) workdays with the employee and/or his/her representative and shall provide the employee and/or his/her representative with a written decision within ten (10) workdays after the conclusion of such meeting.

2.4 Step 4: (a) If the grievance has not been satisfactorily resolved at Step 3 or by the Labor Management Committee at Step 2(b), either party may submit the grievance to arbitration by submitting a request for arbitration to the other party as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be received by the non-appealing party through personal service or by mailing by registered or certified mail within fifteen (15) workdays of the receipt of the Step 3 decision or the decision at Step 2(b).

(b) The arbitrator shall be selected from a permanent panel of arbitrators consisting of the following five individuals: Mark Irvings, Michael Walsh, Roberta Golick, Michael Ryan, and [5th arbitrator to be named later]. Should the parties be unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as ninety (90) calendar days where the grievance concerns employment discharge and one hundred eighty (180) calendar days for all other grievances.

The parties shall self-administer the arbitration, using AAA rules as modified herein. Conference calls shall be used to confirm the dates and arrange other details of the hearing. The parties shall confer at least a week before the hearing regarding stipulations, joint exhibits, the issue to be presented, and the names of anticipated witnesses. In any written communication directly to the arbitrator, there shall be simultaneous copy to the opposing party.

The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection.

Either party may secure a transcript of the proceeding, with the cost of the court reporter and the transcript for the arbitrator being borne by the party requesting the transcript. The non-requesting party shall pay for the cost of its own transcript.

(c) In cases involving discharge of an employee or suspension without pay of longer than one month, the Guild may pursue expedited arbitration as set forth in this paragraph. The parties may also submit any grievance to expedited arbitration through mutual agreement. Within five (5) workdays days after referral of a dispute to Step 4, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. Either party shall have the right to file a post-hearing brief, which shall be filed within 10 workdays of the conclusion of the hearing or such later date as mutually agreed by the parties. A decision shall be given to the parties within five (5) workdays after completion of the hearing or the filing of post-hearing briefs, whichever is later, unless such time is extended by mutual agreement. A written opinion may be requested by either party from the arbitrator.

3. General Provisions

3.1 The Publisher shall not deny any employee Guild representation at any stage of the grievance procedure and the Guild shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, the Guild shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.

3.2 All of the time limits contained in this Article may be extended by mutual agreement of the parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.

3.3 In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or his/her representative meets the time limits or extensions thereof. Failure of the Publisher and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or Guild may proceed to the next step.

3.4 Grievances resolved at Steps 1 and 2 shall not constitute a precedent unless a specific agreement to that effect is made by the Director of Employee Relations or his/her designee and the Guild.

3.5 Any grievance involving two (2) or more employees within the bargaining unit within the same department or agency may be processed jointly with the consent of each

employee and, upon receipt of such consent, shall be initiated with the most immediate common supervisor of the employees involved.

3.6 An aggrieved employee and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among Guild officials or preparation for representation at a grievance hearing.

3.7 The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand.

4. Inasmuch as the parties have agreed to refer grievances to arbitration for final disposition, making unnecessary the parties use of their respective economic weapons, there shall be no strikes, sympathy strikes, boycotts, lockouts or other job actions intended to cause or that a reasonable person would conclude would cause economic harm during the term of this Agreement over any matter subject to said grievance and arbitration procedure unless a party refuses to comply with procedural requirements for the submission of a grievance to arbitration as provided for in the preceding sections of this Article or with the duly rendered award of the Arbitrator. This section shall in no way modify the provisions of Section 4 of Article XXVII (Miscellaneous) of this Agreement. This section does not prohibit informational picketing or other such job actions engaged in for the purpose of communicating with fellow employees or the community which is not intended to cause nor that a reasonable person would conclude would cause economic harm to the Publisher and which do not interfere with or interrupt production of the newspaper.

5. Nothing in this Agreement shall be construed as obligating the parties, or either of them, to arbitrate the terms of a new Collective Bargaining Agreement to be entered into upon the termination or expiration of this contract.

ARTICLE XI

JOB SHARING

1. By mutual agreement between the Publisher and the employees involved, any two (2) employees within the same classification shall be permitted to share a full-time job. The schedule of the job sharing arrangement is subject to the approval of the Publisher. The job sharing may be ended by either the Publisher or the employee sharing his/her full-time job after thirty (30) days' notice, unless mutually agreed otherwise.

2. The employees engaged in a job-share arrangement will determine what percentage of the full-time benefits package allotted to that job each will receive. Vacation time, seniority, and severance will be determined for the individuals based on the provisions governing part-time employees in this Agreement.

3. Any full-time employee sharing a job shall have the right to end the sharing arrangement and reclaim his/her former job. An employee displaced as a result shall have bumping and recall rights in accordance with the contract.

4. If a vacancy occurs in the job sharing arrangement and a suitable candidate cannot be found within two (2) weeks from the date the vacancy occurs, the position will revert to full-time, with the incumbent having a right of first refusal.

ARTICLE XII

SICK LEAVE

1. Full-time or part-time employees who are employed fifty percent (50%) or more of the standard workweek determined by combining an employee's straight-time hours worked or paid for with hours of vacation pay accrued, shall be eligible for sick pay for scheduled days or hours lost due to a bona fide illness or injury as follows:

a. Full-time and eligible part-time employees, after completing ninety (90) days of their probationary period, shall receive five (5) days of sick leave to be used in the first calendar year of their employment for those days or hours of work which the employee was scheduled to work but was unable to do so because of bona fide illness or injury. In addition, such newly hired employees shall receive one (1) day of paid sick leave for each ninety (90) days of employment during the remainder of the employee's first calendar year of employment. Such sick leave, if not used, may be accrued and banked for those times in the future when an employee is scheduled to work but is unable to do so because of a bona fide illness or injury.

On January 1 of each calendar year following the employee's first calendar year of employment, full-time and eligible part-time employees shall be granted seven (7) days of sick leave which, if not used, may be accrued and banked for those times in the future when an employee is scheduled to work but is unable to do so because of a bona fide illness or injury. A "day" for the purpose of this Article shall be that number of straight-time hours which the full-time or eligible part-time employee is scheduled to work on the day on which he/she is absent due to a bona fide illness or injury.

c. One-half of accrued and banked sick days, or five (5) days, whichever is less, must be used before an employee is eligible for short-term disability leave. Accrued sick days shall not be paid to an employee terminating his/her employment with, or who is terminated by, the Publisher.

2. A full-time or eligible part-time employee off work due to a bona fide illness or injury for more than five (5) consecutive working days shall be considered off work due to a serious health condition as that term is used in the Family and Medical Leave Act. The employee, during the five (5) day period following the fifth (5th) consecutive workday off due to illness or injury, shall submit to the Publisher, if it requests, his/her physician's diagnosis of the nature and seriousness of his/her illness or injury and the physician's prognosis for the duration of the illness or injury. The Publisher, if it so elects, may have the employee examined by a physician of its choosing. The cost of such examination shall be paid by the Publisher. A full-time or eligible part-time employee off work more than five (5) consecutive

days due to a serious health condition, shall be eligible for short-term disability leave as follows:

<u>Employee's years of Service</u>	<u>Short-term temporary disability leave</u>
More than one (1) year but less than five (5) years of service.	60% of weekly pay for twenty-six (26) weeks or until the employee becomes eligible for long-term disability coverage, whichever is earlier.
More than five (5) years but less ten (10) years of service.	75% of weekly pay for twenty-six (26) weeks or until the employee becomes eligible for long-term disability coverage, whichever is earlier.
More than ten (10) years but less than twenty (20) years of service.	80% of weekly pay for twenty-six (26) weeks or until the employee becomes eligible for long-term disability coverage, whichever is earlier.
More than twenty (20) years of service.	90% of weekly pay for twenty-six (26) weeks or until the employee becomes eligible for long-term disability coverage, whichever is earlier.

An employee may use his/her accrued sick leave to supplement his/her short-term temporary disability leave pay so that the employee could be paid one hundred percent (100%) of his/her weekly pay for such period of time as utilization of the employees accrued and banked sick days will permit.

3. Employees shall be given reasonable amounts of unpaid time away from work for legitimate reasons such as attending doctor's and specialist appointments, for example, to help accommodate situations where employees have difficulty scheduling everything outside of the work schedule. Employees will give their supervisors notice of such time and supervisors shall try to adjust the work schedule of the employee to accommodate such appointments.

4. Ad salespersons who are paid commissions pursuant to a commission plan who are off work due to a bona fide illness or injury of seven (7) days or more may after seven (7) days elect to be paid for such days at the Key Rate or at base pay plus commission, but not both, for a period of not more than thirty (30) calendar days. Thereafter, such salespersons shall be considered to be working at the Key Rate for purposes of computing pay for sick days accrued and/or banked as well for short-term temporary or long-term disability leave purposes. Ad salespersons off work on sick leave more than thirty (30) calendar days shall not be entitled to commission payments.

5. A full-time or part-time employee working a minimum of sixty percent (60%) of the standard workweek for six (6) continuous months or more, off work due to a bona fide illness or injury verified by the employee's physician for more than twenty-six (26) consecutive weeks shall be eligible for long-term disability leave in accordance with the terms of the Long Term Disability Plan then in effect for the Publisher's represented employees. The Publisher, if it so elects, may have such employee examined by a physician of its own choosing. The terms of the Long Term Disability Plan and the conditions of eligibility are set forth in the insurance plan contract document in effect as of the effective date of this Agreement. The Plan terms, not this Agreement, govern its construction and application. The Publisher reserves and shall have the sole right and discretion to change insurance carriers of the Long Term Disability Plan and agrees that if such change is made it will make reasonable efforts to insure that the plan offered by the new carrier is as similar in design as that of the carrier insuring the plan on the effective date of this Agreement. The Publisher also agrees that, while some elements of each carrier's plan may differ, the Long Term Disability Plan provided to represented employees shall be substantially the same as that plan covering non-represented employees as of the relevant time(s) provided that bargaining unit employees shall receive sixty percent (60%) of pay subject to the terms of the plan document.

6. A full-time or eligible part-time employee must use five (5) days or one-half (1/2) his/her sick leave, whichever is less, provided for in Section 1a, b, and c herein before moving onto short-term disability leave but such employee shall move onto the long-term disability coverage provided by the Long-term Disability Plan when eligible to do so under the terms and conditions of the Plan.

7. The amount of sick leave pay will be the difference specified herein of the employee's straight-time pay less the amount of any compensation received under the Workers' Compensation Act, the Social Security Act, or any other compensation program paid for in full or part by the Publisher.

8. An otherwise eligible employee is not eligible for sick leave, short-term disability, or long-term disability when his/her absence is due to injury incurred while in the service of any employer other than the Publisher or while engaged in self-employment for compensation. Except as otherwise provided by law, the sick leave provisions herein are not applicable to employees absent from work due to the illness of or an injury to a family member or other person.

9. Any employee who is required to submit to an examination by a physician chosen by the Publisher shall have the cost of such examination borne by the Publisher.

10. A sick leave absence under the provision of this Article broken by a return to work for less than sixty (60) consecutive calendar days shall be deemed to be continuous if the employee is again absent as the result of the same illness or injury.

11. A full-time employee or eligible part-time employee out on a sick leave of five (5) or more consecutive working days seeking to return to work must provide medical certification by a qualified medical authority stating the employee is able to return to work. If such medical certification is limited in any way, the medical authority shall specify what

limitations on the full performance of his/her job duties the medical authority is placing on the employee. The Publisher may require such employee to be examined by a medical authority of its choosing at its expense in order to determine whether the employee may safely return to work and resume performance of his/her job.

ARTICLE XIII

BEREAVEMENT LEAVE

1. In the case of the death of a full-time employee's spouse, child or step-child, mother or father or a partner with whom a full-time employee has had a long-term relationship and who was living in the same residence as the full-time employee at the time of death, the Publisher will protect such employee against the loss of his/her basic hourly wages on his/her regular job for up to five (5) consecutive scheduled workdays lost because of such death. The scheduled workdays referred to herein are scheduled workdays lost within ten (10) working days after the date of death of the spouse, child, mother, father, step-child or partner.
2. In the case of the death of any other member of the immediate family of a full-time employee, or a person living under the same roof of the employee for whom the employee has the responsibility of being the primary caregiver, the Publisher will protect such employee against the loss of his/her basic hourly wages on his/her regular job for up to three (3) consecutive scheduled work days lost because of such death. For the purpose of this section, a member of the immediate family shall be defined as step-mother, step-father, brother, sister, grandmother, grandfather, great-grandmother, great-grandfather, grandchild, mother-in-law or father-in-law.
3. Part-time and temporary employees who have worked for more than six (6) months shall be eligible for bereavement leave in accordance with the provisions of Article VIII (Part-time and Temporary Employees), Section 12e.

ARTICLE XIV

LEAVES OF ABSENCE

1. Upon request, and by mutual agreement except as provided for below, the Publisher shall grant leaves of absence without pay. Leaves shall not constitute breaks in continuity of service, but be deducted as regards experience ratings, severance pay, vacation credits or other rights under this Agreement.
2. Employees shall be granted leaves of absence by the Publisher of up to one (1) year without pay to accept in-residence journalism fellowships or attend in-residence institutions of learning in pursuit of professional improvement. Such leaves shall not constitute breaks in continuity of service, nor shall they be deducted for experience ratings or severance pay computation. However, rights to other benefits of this contract, including accrual of vacation credits, shall be suspended for the period of leave.

Employees taking such leaves under Section 2 of this Article shall agree in writing to return to the employ of the Publisher for a period of not less than two (2) years, but the Publisher may waive the provisions of this requirement. The Publisher shall have the right to

limit the number of employees granted such leaves at any one time.

3. In the event an employee is elected or appointed to any office of The Newspaper Guild, or office of a local or council of The Newspaper Guild or AFL-CIO, or elected or appointed a delegate to any convention of The Newspaper Guild or AFL-CIO, he shall be given leave or leaves of absence without pay and shall be reinstated in the same position if available but regardless in the same classification upon such expiration of leave or leaves. Such leave(s) shall be granted for the term of such appointment or elected office, but not to exceed two (2) years. Such leaves shall not constitute breaks in continuity of service regarding benefits of this contract, but may be deducted in computing severance pay.

4. The Publisher shall, at a minimum, provide leaves of absence and pay the Company portion of premiums for insured benefits in accordance with the Family and Medical Leave Act (FMLA), and such amendments and regulations as, from time-to-time, may be enacted or issued. The Publisher, in administering its leaves of absence in conjunction with the provisions of FMLA, shall notify the Union of new legislation or new administrative interpretations which affect leaves of absence to be granted pursuant to this Article but, otherwise, shall be solely responsible for compliance with and application of FMLA in conjunction with the granting of leaves of absence. Leaves granted and taken under this Article for family medical or other reasons specified by FMLA shall be counted against FMLA leave requirements unless expressly provided otherwise in writing. Disputes over the Family and Medical Leave Act of 1993 and its amendments may be grieved and arbitrated in accordance with Article X (Grievance Procedure, Arbitration, No Strike – No Lockout).

5. The Publisher shall grant unpaid personal leave for maternity or paternity purposes (childbirth or adoption) for up to six (6) months, provided, however, unpaid leave time of any kind or nature for maternity or paternity purposes (including unpaid personal leave granted to effectuate an adoption) shall not exceed a total of six (6) months. Such leave shall not constitute breaks in continuity of service regarding benefits of this contract, but may be deducted as it regards experience ratings, severance pay, or vacation credits.

6. If an employee who is medically certified as able to return to work fails to return from a medical leave of absence on the scheduled date of his return, he shall be notified by certified mail, return receipt requested, that his/her failure to return to work within ten (10) working days following the date the certified letter was sent will result in his/her termination.

7. Paternity leave with pay of three (3) working days shall be granted upon request in conjunction with childbirth. Parental leave with pay of three (3) working days shall be granted to an employee upon request for purposes of adoption. If both parents are employees, only one (1) shall be granted such paid parental leave. Paid paternity and parental leave shall not constitute a break in continuity of service, or be deducted as regards experience ratings, severance pay or vacation credits. Such paid parental leave shall be included in the total personal leave time permitted in Section 5 herein.

ARTICLE XV

NATIONAL EMERGENCY

1. Any employee who is required by Federal Law to enter into any kind of service, military or otherwise, which takes him out of the employment of the Publisher, for the

duration of such services, or who while the United States is at war voluntarily enters any armed service or who left on such service no more than four (4) years prior to the effective date of this contract shall be deemed to be on a leave of absence and shall resume his position, or a comparable one without diminution of wages immediately upon his return from such service with rights under this contract unimpaired.

The period of such absence shall be considered employment time with the Publisher in computing only severance pay and eligibility for vacations. No vacation pay is earned, however, during such period of military leave.

2. At a minimum, any full-time or part-time employee who enters the Armed Forces of the United States will receive the full protection of and the Publisher shall comply with the provisions of the Uniform Services Employment and Reemployment Act.

3. Employees leaving to serve in the armed forces as provided in Section 1 of this Article shall receive in addition to wages and accrued vacation pay due a "military leave bonus" computed as follows: two (2) weeks' pay for continuous employment between sixty (60) days and one year; three (3) weeks' pay for continuous employment between one year and three years; four (4) weeks' pay for continuous employment of three (3) years or more.

4. In the event an employee becomes incapacitated during his term of service or at the termination of such service as provided in Section 1 of this Article, he shall be granted his severance pay if the Publisher, after making all reasonable effort, cannot find other and acceptable employment for that employee. In the event an employee dies while engaged in such service, the amount of severance pay or life insurance, if any, due him under Section 3 of Article XXVI (Severance Pay) shall be paid his designated beneficiary upon receipt by the Publisher of notice of his death.

5. The existing group life insurance policy shall be maintained for any employee entering such service under terms of Section 1 of this Article.

6. An employee promoted to take the place of one entering such service may, upon resumption of employment by such employee, be returned to his previous position and wage, but at no less than the then current minimum pay for such position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his employment in the experience rating in which he is classified. In the event of any subsequent permanent change in position, the promoted employee shall receive full credit in his experience rating in such new classification for the period in which he has already been engaged in such new employment.

7. Any employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement except by this Military Service Article.

8. An employee hired or one promoted as a replacement for another employee entering service under terms of Section 1 of this Article shall be given written notice at the time of his employment or promotion, stating that he is a replacement employee and also stating the name of the specific employee who is being replaced. A copy of such notice shall be sent to the Guild.

9. Any employee who is a member of the National Guard, Naval Reserve, Marine Reserve or any other reserve component of the Armed Forces of the United States and who is required to enter military service for a stipulated time each year or for emergency duty shall be deemed to be on a leave of absence for the period of such service and his absence shall not be construed as to diminish his seniority, or continuity of service, or the accumulation of time for vacation credits or for the purpose of computing severance pay. An employee leaving for such service shall receive the difference between his regular pay and military pay for up to ten (10) days per calendar year.

10. Upon request and mutual agreement with the Publisher, any employee trained in rescue, police or relief services shall be granted leave without pay for a reasonable period of time to participate in efforts related to any natural disaster or similar events and shall resume his/her position or a comparable one without diminution of wages immediately upon his/her return from such service with rights under this contract unimpaired.

ARTICLE XVI **PROMOTIONS, JOB CHANGES AND TRANSFERS**

1.
 - a. No employee of the Publisher who has been continuously employed by the Portland Press Herald since on or before November 30, 2007 shall be transferred to another enterprise in the same city not related to the creation and/or production of the Portland Press Herald, or from Portland to another city, or from one city to another city, whether in the same enterprise or in another enterprise conducted by the Publisher, or by a subsidiary, related or parent company of the Publisher, without the employee's consent. If the transfer is to a city more than forty (40) miles from the employee's place of work, the Publisher will pay all authorized transportation and other moving expenses of the employee and his/her family.
 - b. Employees of the Publisher who were hired to work for the Portland Press Herald (including by its prior owners) after November 30, 2007 may be transferred for legitimate business reasons to work within a forty (40) mile radius of their current workplace as well as to and from the Augusta State House Bureau, at the direction of the Publisher. In the event a transfer is more than forty (40) miles from the employee's current workplace and does not involve the Augusta State House Bureau, such transfer will be made by mutual consent between the Publisher and the affected employee. For transfers of forty (40) miles or more, including to the Augusta State House Bureau, the Publisher will pay all authorized transportation and other moving expenses of the employee and his/her family.
 - c. Nothing herein bars or prohibits the Publisher and an employee whom the Publisher wishes to transfer to another city from setting forth in writing the terms and conditions on which the transfer is being made and agreed to by the employee. However, there shall be no reduction in salary or impairment of other benefits as a result of such transfer. Where a transfer is made at the request of or for the convenience of an employee, however, the parties may mutually agree on an adjustment in salary where circumstances so warrant. An employee shall not be penalized for refusing to accept a transfer pursuant to this section.

2. Regional Circulation Depots have been and may continue to be opened within the territories of District Managers to better facilitate delivery of the product, carrier contact, district management and customer service. Such depots will be maintained by the Publisher. Notwithstanding any provisions in this Article, the Publisher shall have the right to assign Circulation Department employees to work in such depots at no additional cost to the Publisher.

3. It is understood that the main insertion operation for the Portland Press Herald and the Maine Sunday Telegram will continue to be located at the South Portland Distribution Center. Additionally, newspapers may be counted out by Circulation Department employees for carriers at the Regional Circulation Depots. Products other than the daily and Sunday newspapers may be inserted at other locations. The parties agree that this language is not intended and does not allow the Publisher to create "shadow departments" consisting of non-union employees of the newspaper provided further that this sentence shall not be construed as limiting any rights that were held by prior Publishers of the Portland Press Herald prior to November 30, 2007, which rights shall now be enjoyed and inure to the benefit of the Publisher under this Agreement. The Publisher shall give the Guild a thirty (30) day notice of its intention to insert at other locations and the parties will have a good-faith discussion in an attempt to save the work. If the parties cannot reach an agreement after the thirty (30) days, the Publisher is free to subcontract the work.

4. When a vacancy occurs in a department, the Publisher shall post notice of the vacancy on bulletin boards. Concurrent with posting, a copy of the notice will be provided to the Guild. Present employees will be given due consideration. Nothing herein, however, requires the Publisher to fill the vacancy from among the employees who request consideration by applying, in writing, for the job in a timely manner.

An employee promoted to a higher classification shall receive at least the minimum in the higher classification next higher than his/her pay level in the classification from which he was promoted. The Publisher has the sole right to return any employee to his former classification and prior rate of pay within the sixty (60) working day period immediately following the effective date of promotion. Any employee also has the right to elect to return to his former classification and prior rate of pay during the sixty (60) working day period immediately following the effective date of promotion.

5. When a vacancy occurs in a day position, night workers in the same classification, who apply in writing for the vacancy shall, in order of their classification seniority, be given consideration for the position. If, in the judgment of the Publisher, more than one (1) of such applicants are qualified to perform the duties of the day job, seniority shall be a significant factor in the determination of who should be moved from nights to days to fill the vacancy.

6. No employee shall be transferred by the Publisher from his/her classification to a lesser one unless (i) the employee, the Guild and Publisher agree to such transfer, (ii) the employee, after notifying the Guild, requests such transfer for his/her convenience; or (iii) such transfer is expressly permitted by this Agreement.

7. The Publisher reserves and retains its right to create and establish new jobs, combine jobs, eliminate jobs or otherwise change jobs within the unit covered by this Agreement. The

Publisher shall give the Guild thirty (30) days notice of its intention to create and establish new jobs, combine existing jobs, eliminate jobs or otherwise change jobs within the bargaining unit. Should the Publisher create a new job, combine existing jobs or change jobs within the bargaining unit, it shall furnish the Guild with the new, combined or changed job description and the pay scale for such job. During such thirty (30) day period, the Guild may request a meeting with the Publisher's representatives to discuss the impact of such combining, eliminating or otherwise changing jobs within the bargaining unit. If the parties are unable to resolve contractual issues raised by the Guild within the thirty (30) day period, the Publisher may implement its changes and the Guild, if it believes the Publisher's action constitutes a violation of the Agreement, may submit the matter directly to arbitration under Article X (Grievance Procedure, Arbitration, No Strike – No Lockout).

ARTICLE XVII

LAYOFFS AND DISMISSALS

1. In event of layoffs from the force as a result of economic or other reasons, such reduction or layoffs shall be made in the inverse order of seniority established in the employ of the Publisher in the classifications of work involved and the employees displaced thereby shall, if available, be recalled in order of their established seniority before any new employees are hired in the classifications involved. For purposes of this provision, "seniority established in the employ of the Publisher in the classifications of work" shall include all continuous years of employment in that classification within the bargaining unit with this Publisher as well as with all prior owners of the Portland Press Herald including the entities formerly known as Blethen Maine Newspapers, Inc. and Guy Gannett Communications/Guy Gannett Publishing Co., doing business as The Portland Newspapers.

2. An employee, selected to be laid off, may elect, within five (5) working days after receipt of notification of layoff, to bump into another classification at the same or lower pay level in which he/she successfully completed the probationary period of employment or was prevented from doing so by being promoted by the Publisher to a higher job classification or transferred by the Publisher to another job classification at the same or higher pay level. He/she may displace the employee having the least seniority in such classification provided the years of service of the least senior employee in such classification are less than the total years of service of the employee bumping into that classification.

After bumping back into another classification as described above, the classification seniority of the laid off employee in the former classification shall include all hours worked in the classification from which the employee was laid off for the purpose of future layoffs.

3. An employee thus displaced may, within 5 working days, similarly elect to bump into another classification at the same or lower pay level in which he/she successfully completed the probationary period of employment or was prevented from doing so by being promoted by the Publisher to a higher job classification or transferred by the Publisher to another job classification at the same or higher pay level, or he/she may elect to take severance pay provided by Article XXVI (Severance Pay). This process shall continue until the bumping rights of all employees subject to layoff or displacement have been exhausted.

4. If an employee bumps into another classification, his experience rating shall include his service in all classifications.

5. Names of employees dismissed to reduce the force, and employees who have elected to bump into another classification, shall be placed on a recall list for a period of time not to exceed two (2) years. The Publisher shall fill all vacancies with persons on the recall list who have successfully completed the probationary period, or have been prevented from doing so for the reasons noted in Sections 2 and 3 herein, in the classification in which the vacancy occurs, in the order of seniority based on service in any classification. Time spent on a recall list by dismissed employees shall not constitute breaks in continuity of service in computing seniority but need not be counted as service time in computing eligibility for other contract benefits. The Publisher shall notify an employee whose name is on the recall list of vacancies in job classifications in which he/she has successfully completed his/her probationary period or has been prevented from doing so by being promoted or transferred by the Publisher to another job classification at the same or higher pay level. The employee shall be offered recall to re-employment by "certified, return receipt requested" mail sent to employee's last known address. A copy of said letter shall be sent to the Guild at the same time the certified letter is mailed to the laid off employee. It shall be the responsibility of a laid off employee to provide the Publisher with his/her current address, including any temporary address at which the employee may reside from time to time. The employee shall have two (2) working days from the date of receipt of such notification in which to make and communicate to the Publisher his/her decision to accept or reject the offer of recall to re-employment. Should he/she accept the proffered job, the employee will be given an additional fourteen (14) calendar days in which to report to work. If a return receipt is not received by the Publisher within seven (7) days after receipt of the notice of recall by the Guild, the employee will be presumed to have failed to keep the Publisher apprised of his/her current address. Failure to comply with the requirements of this provision shall cause the employee's name to be removed from the recall list. Time spent on a recall list by laid-off employees shall not be counted as service time in computing eligibility for other contract benefits but shall not be considered as a break in continuous service for the purpose of computing seniority. Rejection of the offer of recall shall cause the employee's name to be removed from the recall list. In addition, the laid off employee's severance pay shall stop being paid if the employee rejects an offer of recall into the classification from which the employee was laid off.

6. Any employee laid off to reduce the force for economic or other reasons shall continue to receive his/her weekly salary for such period of time as he/she qualified for under the provisions of Article XXVI (Severance Pay) of this contract, but shall not receive nor accrue other benefits there under during that time.

7. If such an employee is recalled before he has received all the severance pay that would have been due him under Article XXVI (Severance Pay), the balance thereof shall be credited to severance pay that may be due him or his estate at some future date. Experience rating and vacation eligibility shall be restored in full to employees who are recalled after layoffs.

8. If a laid-off employee accepts employment with another employer before being recalled by the Publisher, his/her severance pay will continue to be paid on a weekly basis until he/she has received all such money due him under Article XXVI (Severance Pay) and he/she shall retain his position on the recall list. In no event, however, shall an employee who has been laid off be retained on a recall list for longer than two (2) years from the date of layoff.

9. There shall be no dismissals as a result of putting this contract into effect. There shall be no dismissals except for just and sufficient cause. The Publisher's policy of progressive discipline which it shall follow recognizes that the severity of any disciplinary action on matters related to an employee's employment with the Publisher will depend on the nature, type and seriousness of the conduct involved as well as the employee's prior work record. Gross misconduct (which includes gross neglect of duty) not provoked by management, while on duty or while off duty on Company premises where such conduct involves or is related to Company property, equipment or products, or Company personnel on matters related to the employee's employment with the Publisher, will be dealt with at the appropriate level of discipline consistent with the nature of type of conduct involved up to and including termination. In the event of the contemplated discharge of an employee for reasons other than gross misconduct of duty, the procedures set forth in Article X (Grievance Procedure, Arbitration, No Strike - No Lockout), Section 3b, shall be followed.

10. An employee given notice of discharge or layoff by the Publisher may request in writing the opportunity to review his/her personnel file and the Publisher shall provide such employee and/or his duly authorized Guild representative with such opportunity during normal business hours within two (2) working days (Saturday and Sunday excluded). All other requests by an employee to review his/her personnel file shall be made in writing stating the reason(s) for the review and the opportunity to review his/her personnel file shall be provided to such employee and/or his/her duly authorized Guild representative during normal business hours within five (5) days of receipt of the written request from the employee. For the purpose of this Agreement, the Publisher's official personnel file shall consist of those documents kept and maintained in the Human Resources Department. An employee's right to review his/her personnel file shall be exercised in a reasonable manner, it being understood that frequent repetitive requests for review may be considered excessive and unreasonable and may be denied. The Publisher shall, upon request, furnish a photocopy of any document in such personnel file to such employee, and/or his duly authorized representative. No document in an employee's personnel file shall be removed by an employee.

11. In the event of layoff, an employee shall be given two (2) weeks' notice of such action or pay in lieu thereof.

12. Any part-time employee whose status changes to full-time will be given an adjusted seniority date determined on the basis of all straight-time hours paid during such part-time employment prior to the change, with thirty-seven and one-half (37-1/2) such hours being equivalent to one (1) week of seniority. Any part-time employee whose status changes to full-time and then back to part-time shall have his/her original date of hire as a part-time employee restored for purposes of determining his/her seniority as a part-time employee.

13. There shall be no dismissals of employees who have been continuously employed by the Portland Press Herald since on or before November 26, 2007 as the result of introduction of new or modified processes or equipment. Employees hired to work for the Portland Press Herald after November 26, 2007 who have ten (10) years or less seniority may be dismissed as a result of the introduction of new or modified processes or equipment. When an employee is dismissed as a result of the introduction of new or modified processes or equipment and that employee has between seven (7) and ten (10) years of service with the Portland Press

Herald, the Publisher shall engage in effects bargaining with the Guild over such dismissal. In such event, the Publisher shall notify the Guild not less than thirty (30) calendar days before the employee is to be dismissed by the Publisher as a result of the introduction of new or modified processes or equipment.

Nothing in this Article, however, shall prevent or restrict the Publisher from making changes in operations, changing the methods and/or manner in which work is performed, including eliminating or combining jobs and/or from laying off affected employees under the provisions of Section 1 which permits the layoff of employees for economic and/or reasons other than as the result of the introduction of new or modified processes or equipment, so long as such changes or layoffs are in accordance with the express terms and conditions of this Collective Bargaining Agreement. The Publisher shall give the Guild thirty (30) days' notice of its intention to combine and/or eliminate jobs. During such thirty (30) day period, the Guild may request a meeting with the Publisher's representatives to discuss the impact of such combining or elimination of jobs on the person or persons affected. If the parties are unable to resolve contractual issues raised by the Guild within the thirty (30) day period, the Publisher may make such combination or elimination of jobs and the Guild, if it believes the Publisher's action constitutes a violation of the Agreement, may submit the matter directly to arbitration and Article X (Grievance Procedure, Arbitration, No Strike – No Lockout). In the event technology eliminates a position or positions within a classification, the Publisher may eliminate the jobs of individuals in inverse order of seniority within the affected classification by employing one of the following methods:

a. The Publisher shall at its sole discretion have the right to offer voluntary termination incentives to affected employees. Before offering such incentives, the Publisher shall notify the Guild, and upon request, meet to discuss such incentives.

Absent agreement reached within thirty (30) days of notice to the Guild, the Publisher may offer voluntary termination incentives to the affected employee(s) consistent with its last proposal made to the Guild during the thirty (30) day period. Such voluntary termination incentives may be offered in lieu of severance pay under Article XXVI (Severance Pay).

b. The Publisher shall, at its sole discretion have the right to transfer the affected employee to another classification carrying the same or higher pay. The affected employee shall continue to receive their current rate or more if called for in the new classification.

c. The Publisher shall, at its sole discretion have the right to transfer the affected employee(s) to a lower classification carrying a lower rate of pay provided the affected employee's pay is not reduced. Thereafter, the affected employee(s) will receive future negotiated wage increases-based on the highest rate in their new classification.

d. The Publisher agrees to retrain employees whose positions have not been eliminated due to technology but whose positions have changed such that they cannot be performed without the use of the new technology.

e. Should a position eliminated by technology be restored at any time in the future, employees previously displaced from that position because of the introduction of new technology who did not accept a termination incentive shall have the right of first refusal over the restored position. Rights to reclaim such jobs shall be granted to eligible affected employees in order of their seniority.

f. An employee's refusal to be transferred to another classification or retrained under this subsection shall be considered just and sufficient cause for discharge.

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

15. There shall be no dismissal of or other discrimination against any employee because of age, sex, race, creed, color, national origin, disabilities which may be reasonably accommodated, sexual orientation or membership in the Guild.

16. The Publisher may offer voluntary termination and retirement incentives to any employee(s) provided that:

a. The Guild is notified of the details of such incentives and the employees that are involved at least two (2) weeks prior to the offer.

b. A Guild representative is allowed to attend and fully participate in all meetings between the Company and affected employee(s) to discuss such incentives.

c. The incentive proposal is approved by the affected employee(s) and the Guild.

ARTICLE XVIII

VACATIONS

1. The vacation year begins January 1.
2. A full-time employee hired prior to June 26 will, upon completion of six (6) continuous months of employment, be entitled to five (5) days vacation with pay to be taken prior to December 31. A full-time employee hired June 26 or after will upon completion of six (6) months of employment, be entitled to no less than five (5) days vacation with pay to be taken in the next calendar year. Part-time employees will be entitled to prorated benefits pursuant to the provisions of Article VIII, Section 12a (Part-time and Temporary Employees).
3. All employees employed during the entire previous vacation year shall be entitled to two weeks of vacation with pay during the following vacation year. Those who have not worked the entire previous year will be entitled to vacation credits at the rate of one day of vacation for each 25 days worked until the start of the next calendar year. No employee will be entitled to accumulate any vacation credits in any vacation year for the purpose of adding to the length of vacation in any succeeding year.
4. As of January 1 an employee who has reached his/her fourth (4th) employment anniversary will be entitled to a third (3rd) week of vacation.
5. As of January 1 an employee who has reached his/her tenth (10th) employment anniversary will be entitled to a fourth (4th) week of vacation.
6. As of January 1 an employee who has reached his/her twentieth (20th) employment anniversary will be entitled to a fifth (5th) week of vacation.
7. An employee shall not be required to accept the first two (2) weeks of vacation at any time except between May 1 and November 1. An employee entitled to three (3), four (4) or five (5) weeks of vacation may take the three (3), four (4) or five (5) weeks consecutively, the time to be mutually agreeable to the employee and to the Department Manager.
8. The Publisher shall consider vacation roll over into the next calendar year particularly when the employee's vacation has been canceled at the request of management. Additionally, the Publisher shall consider, at its discretion, reasonable requests for vacation roll over in special situations on a non-precedent basis.
9. Accrued vacation pay shall be paid an employee, or his/her estate, whose employment is terminated for any reason. Vacation credit shall begin with date of employment.
10. The Department Manager shall cause a schedule of vacations to be posted on bulletin boards in all departments at least thirty (30) days before the annual vacation period. Employees shall be given preference in choosing vacation periods in order of seniority of service with the Publisher.

ARTICLE XIX

HOLIDAYS AND PERSONAL DAY

1. New Year's Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas, or days celebrated as such, shall be recognized holidays and leave granted on such holidays shall be without loss of pay. An eligible employee may request permission to celebrate Martin Luther King, Jr. Day or a religious holiday not listed above in lieu of one (1) of the named days provided the request is made to the employee's supervisor at least two (2) weeks in advance of the requested day off. The Publisher may limit the number of persons permitted to make such substitution on any given holiday in order to ensure the operational needs of the Publisher are met.

2. During the financial week in which one of the recognized holidays occurs, the standard workweek of five (5) days shall be adjusted so that the standard workweek shall be four (4) days, thirty (30) hours and all work in excess of such time shall be paid for at the time-and-a-half rate. The four (4) day workweek shall be adjusted so that such workweek will be three (3) days, thirty (30) hours and all work in excess of such time shall be paid at the time and one-half rate. The flexible workweek shall be adjusted so that such workweek will be five (5) days, thirty (30) hours and all work in excess of such time shall be paid at the time and one-half rate.

3. Supervisors shall give all full-time employees two (2) weeks' notice as to who shall work and what hours on any given holiday. The number of hours for full-time employees shall not be less than five (5).

4. When a holiday falls on a Sunday and is celebrated the following day, the Sunday night shift rather than the Monday night shift shall be the premium shift.

5. If a holiday occurs in a full-time employee's vacation period, he shall receive an additional day off with pay.

6. Full-time regular employees with continuous full-time employment with the Publisher for the entire twelve (12) consecutive months prior to January 1 of each year will be entitled to one Personal Day off with pay at straight-time rate. Such day must be scheduled and approved by the employee's supervisor at least two weeks in advance of being taken. Such day off cannot be carried over from year to year (accumulated). If an employee has earned a personal day off according to the above terms, but terminates employment before the Personal Day has been taken, the employee will receive the equivalent in pay upon termination unless the employee has celebrated a holiday in lieu of one of the named days and will not be an employee of the Publisher and thus able to work on the holiday on which he/she committed to work when granted the right to celebrate an alternate holiday. If the employee has taken the alternative holiday and his/her personal day and will not be able to work on the holiday on which he/she committed to work, the Publisher may recoup the day's pay from any accrual time or compensation owed as of the date of termination.

Illustration:

If an individual joins the Company as a full-time employee in March 2010, he would be eligible for a personal day off as of January 1, 2012.

ARTICLE XX

JURY DUTY

Any full-time or part-time employee who has successfully completed the probationary period or temporary employee who has worked for six (6) continuous months or more and who is scheduled to work on days on which he/she is required to be absent from employment to serve on jury duty shall be paid for his/her scheduled straight-time hours lost minus any pay received as such jury member.

When a full-time or part-time employee or temporary employee who has worked for six (6) months or more serving as a juror is excused or released from jury duty on any day, he/she shall call his/her supervisor and notify the supervisor of his/her availability for work. If the supervisor requests the employee to report for work, he/she shall do so. If for any reason the employee is unable to reach his/her supervisor, he/she shall report for work and his/her supervisor may excuse the employee from work with pay as provided above or require the employee to work all or the remainder of his/her scheduled shift.

ARTICLE XXI

HEALTH AND SAFETY

1. Any full-time employee and any part-time employee who works fifty percent (50%) or more of the standard workweek who regularly and frequently is assigned to work on a computer or to work with digital equipment or technology shall be eligible for an eye examination within the thirty (30) calendar days after completion of his/her first thirty (30) days of employment to establish the condition of the employee's eyes. Thereafter, eligible employees who are regularly and frequently assigned to work on a computer or to work with digital equipment or technology may have an eye examination every two (2) years. If the eligible employee participates in the Publisher's health plans in which the cost of an eye examination is included in the plan, the examination will be paid for through such plan. If the employee is not a participant in health plans with such coverage, payment for such examination shall be made by the Publisher and should be submitted for reimbursement to the Human Resources Department.

2. The Publisher shall pay one hundred percent (100%) of the cost of such eye examinations as are not paid for by one of the Publisher's health plans. If it is determined that special lenses and/or tint (other than contact lenses) are required for any such employee to work on a computer or to work with digital equipment or technology, the Publisher shall pay for their reasonable cost. Additionally, the Publisher shall provide an allowance for frames not to exceed one hundred and fifty (\$150.00) dollars. Any cost for frames in excess of this amount shall be paid by the employee.

Should bifocals, trifocals or progressive lenses be prescribed as a result of the examination, the Publisher shall pay reasonable costs of such lenses and/or tint.

Payment for eye examinations and/or lenses and/or tint and/or frames required for work on a computer or to work with digital equipment or technology shall be made by the Publisher once during any two-year period.

3. An employee may choose not to perform an assigned task if a reasonable person considering the attendant facts and circumstances would be justified in having a reasonable apprehension of death or serious injury and no less drastic alternative manner to perform the assigned task is available. An employee exercising this right shall notify the Publisher with reasonable promptness and provide an explanation, if required.

4. Disputes over State and Federal Health and Safety Laws may be grieved and arbitrated in accordance with Article X (Grievance Procedure, Arbitration, No Strike – No Lockout).

ARTICLE XXII

EXPENSES

1. The Publisher shall pay all legitimate expenses incurred by an employee in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher at the following rate, except as hereinafter specified:

Average Cost/Gal ion of self- service unleaded gas	When employee drives less than 10,000 mile/year
222.5	0.330
232.5	0.335
242.5	0.340
252.5	0.345
262.5	0.350
272.5	0.355
282.5	0.360
292.5	0.365
302.5	0.370
312.5	0.375
322.5	0.380
332.5	0.385
342.5	0.390
352.5	0.395
362.5	0.400
372.5	0.405
382.5	0.410
392.5	0.415
Etc.	

2. The above payment schedule shall apply up to the first 10,000 miles driven by an employee. Employees who drive more than 10,000 miles in the service of the Publisher shall receive additional compensation for miles driven over 10,000 in accordance with the gas payment schedule that follows:

Average Cost/Gal ion of self- service unleaded gas	When Employees drive more than 10,000 mile/year
222.5	0.375
232.5	0.380
242.5	0.385
252.5	0.390
262.5	0.395
272.5	0.400
282.5	0.405
292.5	0.410
302.5	0.415
312.5	0.420
322.5	0.425
332.5	0.430
342.5	0.435
352.5	0.440
362.5	0.445
372.5	0.450
382.5	0.455
392.5	0.460
Etc.	

3. Employees who work in the classifications of district manager and home delivery circulation helper shall receive a stipend when working of \$20.00 per week for full-time employees and \$10.00 per week for part-time employees for the stop-and-go driving they do in the performance of their duties. This provision only covers those regularly assigned to home delivery work. Replacements for district managers and home delivery circulation helpers, not already receiving this stipend, shall receive the stipend when performing duties for five (5) consecutive work days.

4. Any regular full-time employee required or authorized by the Publisher to use his/her automobile on a regular weekly basis shall be allowed minimum expenses of twenty-five dollars (\$25.00) per week. Any employee who is required or authorized by the Publisher to use his/her automobile less than a full week shall be allowed a minimum of five dollars (\$5.00) a day for any day such use occurs except when an employee is authorized to use his/her personal automobile for transportation between the main facility and an off-site facility, such employee shall receive only the cents "per" mile rate for actual mileage involved in such between site travel.

5. Necessary working equipment shall be provided employees and paid for by the Publisher.

6. No employee shall be reimbursed for lunch or dinner expenses unless authorized by his/her supervisor. Authorization may be given prior to or after the lunch or dinner expense was incurred but employees shall make a reasonable effort to secure their supervisor's prior authorization where time and circumstances permit.

ARTICLE XXIII

401(k)

1. The Publisher agrees to make available to eligible employees represented by the Guild a qualified voluntary 401(k) savings program as of the effective date of this Agreement. The Plan documents contain all plan terms and shall govern the construction and application of the Plan. Although the Retirement 401(k) Savings Plan for Represented Employees is expected to be available indefinitely, the Publisher reserves the right to terminate the plan. Events which would lead to such termination are unforeseen, however, examples of such events would include: the plan may not be considered "qualified" by the Internal Revenue Service and/or the United States Department of Labor; legislation may change which challenges the viability of the plan; employee participation is too low to justify continuation of the plan; or legislation allows the adoption of a more meaningful but separate plan. The Publisher agrees not to suspend or terminate the Retirement 401(k) Savings Plan for Represented Employees before the expiration of this Agreement.

- a. The Publisher will conduct voluntary seminars for employees interested in participating in this plan so they can make an informed choice to participate or not.
- b. The Publisher commits to advise the Guild of any changes in the design or administration of the savings plan in advance of such changes.
- c. The Parties recognize and agree that there is no Company match for employee contributions into the Retirement 401(k) Savings Plan for Represented Employees during the term of this Agreement and therefore for a minimum of two years from the effective date of this Agreement. The parties agree, however, to a 401(k) company contribution re-opener one year from the effective date of this Agreement, and at the election of one or both parties they shall meet a minimum of 30 days in advance of the one-year anniversary of this Agreement to participate in such negotiations. The parties recognize that the 401(k) company match re-opener is not a promise or guarantee that any company match will be provided after the one year term, which is otherwise not set to occur.
- d. Employees will become eligible to participate in the amended 401(k) plan after attaining age 21 and completing one thousand (1,000) hours of service to the Publisher during the twelve (12) month period measured from the date of hire.
- e. Employees eligible for the amended 401(k) plan, shall once eligible be automatically enrolled with one percent (1%) of their 401(k) eligible earnings deposited on a basis consistent with employee payroll periods by the Publisher into their accounts on a pre-tax basis.

ARTICLE XXIV

NO PENSION PLAN

No Pension Plan

1. The parties understand and agree that the Publisher will not offer, and does not offer, any pension plan or employer contribution to any pension plan to the employees covered by this Agreement and falling under the Guild's jurisdiction. The Guild on behalf of itself and all employees falling under its Jurisdiction as defined in Article III recognizes and agrees that the Publisher is not and has never been a party to any Pension Fund or Agreement with the Guild, has never assumed or agreed to assume any obligations or liabilities of prior owners of the Press Herald under any Pension Agreement or Pension Fund with the Guild or employees covered by this Agreement, and that as of the date of sale, June 15, 2009, any obligations of prior owners of the Press Herald under any Pension Plans or Funds to employees covered by the Guild's jurisdiction remains entirely with such prior owners. The Guild on behalf of itself and all employees falling under its Jurisdiction as defined in Article III and the Preamble waive any and all contrary claims to the fullest extent allowed by law, and agree to indemnify the Publisher there from.

ARTICLE XXV ESOP & CORPORATE GOVERNANCE

1. MaineToday Media, Inc. shall establish an Employee Stock Ownership Plan ("ESOP") for the benefit of MAINETODAY MEDIA, INC. employees effective six (6) months after the closing date of the purchase of Blethen Maine Newspapers (the "Closing Date"). All full-time MAINETODAY MEDIA, INC. employees, including members of the Newspaper Guild-CWA Bargaining Unit, shall be eligible to participate in the ESOP. For this purpose, a MAINETODAY MEDIA, INC. employee will be considered full time if he or she works at least 1,000 hours per year. All such MAINETODAY MEDIA, INC. employees as of the Closing Date who remain employed by MAINETODAY MEDIA, INC. through the effective date of the ESOP shall participate in the ESOP as of that effective date. Other MAINETODAY MEDIA, INC. employees will be eligible to participate on the first day of the first pay period following completion of any probationary period.

2. Over a period of not more than five (5) years from the Closing Date, MAINETODAY MEDIA, INC. shall contribute or offer to sell to the ESOP a number of shares of qualifying employer securities (as defined in Section 409(l) of the Internal Revenue Code (the "Code")) of MAINETODAY MEDIA, INC. equal to fifteen (15%) percent of the number of outstanding shares of MAINETODAY MEDIA, INC. determined as of the Closing Date on a fully diluted basis. Equity shall include all outstanding MAINETODAY MEDIA, INC. shares, all MAINETODAY MEDIA, INC. shares committed to be issued, and all warrants, options or other rights to acquire MAINETODAY MEDIA, INC. common stock; provided, however, that options will only be counted to the extent the appraised value of a share of MAINETODAY MEDIA, INC. stock exceeds the exercise price of the option for such a share (i.e., the

option is “in the money.”). A sale of shares may include a leveraged sale of shares to the ESOP as described in Section 4975 of the Code and the regulations there under. Once the foregoing ownership threshold has been reached, MAINETODAY MEDIA, INC. shall not be required to make further contributions to the ESOP.

3. If shares of MAINETODAY MEDIA, INC. stock held by the ESOP (“ESOP Stock”) are distributed to a participant or beneficiary and subsequently reacquired by the Company (under the statutory put option or otherwise) or shares of MAINETODAY MEDIA, INC. stock are purchased by MAINETODAY MEDIA, INC. from the ESOP to allow the ESOP to distribute cash to a participant or beneficiary, those shares continue to be counted in determining whether the ownership threshold of paragraph 2 has been satisfied. The Board of Directors shall determine whether and when to recontribute those shares to the ESOP based, among other things, on the requirement that the ESOP reach the ownership level required by paragraph 2 over time with respect to past, present and future employees.

4. In the event that there is a “Change of Control” of MAINETODAY MEDIA, INC. before the ESOP has reached the ownership level required by paragraph 2, and the ESOP is to be terminated or frozen, MAINETODAY MEDIA, INC. shall, prior to such Change of Control, contribute a sufficient number of shares to the ESOP or make a cash contribution to the ESOP or pay a dividend with respect to the (“ESOP Stock”) sufficient to allow the ESOP to repay any ESOP Loan in full, or a combination of the foregoing, which will allow the ESOP to attain that ownership level. For this purpose, “Change of Control” shall mean any transaction in which any party (other than the ESOP) acquires a majority of the voting stock of MAINETODAY MEDIA, INC. or acquires substantially all of the assets of MAINETODAY MEDIA, INC.. In the event of a Change of Control of MAINETODAY MEDIA, INC. prior to establishment of the ESOP, MAINETODAY MEDIA, INC. shall make a payment in cash or stock to all MAINETODAY MEDIA, INC. employees who are or would have been eligible to participate in the ESOP on the date of the Change of Control equal in the aggregate to the value of fifteen percent (15%) of the fully diluted MAINETODAY MEDIA, INC. equity, as described in paragraph 2. This payment shall be paid to MAINETODAY MEDIA, INC. employees in the same proportion that the MAINETODAY MEDIA, INC. employees would have received allocations of employer contributions under the terms of the MAINETODAY MEDIA, INC. ESOP. Upon a Change of Control that does not result in the sale or exchange of ESOP Stock for cash or stock of the acquiring entity, MAINETODAY MEDIA, INC. or its designee shall offer to purchase the ESOP Stock upon equivalent economic terms to the purchase price for shares or assets pertaining to such Change of Control.

5. The ESOP shall allocate company contributions received by the ESOP for each plan year of the ESOP (up to the maximum amount permitted by law) to eligible employees based upon the number of hours worked by each eligible employee during the plan year-as compared to the number of hours worked by all eligible employees. For purposes of this allocation, each full-time MAINETODAY MEDIA, INC. employee shall be considered to work 37.5 hours for each week of employment.

6. If there is a leveraged purchase of Company Stock (i.e., a leveraged ESOP) involving a loan from a third-party lender, MAINETODAY MEDIA, INC. agrees that

the Trustee function for the MAINETODAY MEDIA, INC. ESOP will be carried out by an institutional Trustee with experience in serving as an institutional Trustee with ESOP employers. MAINETODAY MEDIA, INC. shall make the choice of Trustee but agrees to consult with the Newspaper-Guild-CWA with regard to the choice of this Trustee.

7. The ESOP shall provide for vesting credit for employees who are eligible to participate in the ESOP on its effective date with respect to all years of employment with all prior entities comprising what has been formerly known as Blethen Maine Newspapers Inc., including Guy Gannett Communications/Guy Gannett Publishing Co., doing business as The Portland Newspapers. Vesting shall be based on a 5-year cliff vesting schedule for any participant who is not fully vested on the effective date of the ESOP due to the grant of prior service credit, with 1,000 hours of service being required for a year of service.

8. Distributions from the ESOP to each terminated participant will be made or commence within 5 years after the close of the plan year in which the participant had a severance from employment (1 year in the case of participants terminating due to death, total disability or after attaining normal retirement age).

9. MAINETODAY MEDIA, INC. may terminate the ESOP at any time. If the ESOP is terminated before the ESOP has reached the ownership level required by paragraph 2, then not later than the date the assets of the ESOP are distributed due to the termination, MAINETODAY MEDIA, INC. shall either make a payment in cash or stock to the ESOP that will allow the ESOP to reach that level or will make a payment in cash or stock to all MAINETODAY MEDIA, INC. employees who are or would have been eligible to participate in the ESOP on the date of the ESOP termination equal in the aggregate to such shortfall and allocated in the same manner as a contribution to the ESOP would have been allocated.

Corporate Governance

1. The Board of Directors of MTM shall have a total of 7-9 seats at the Publisher's discretion, three (3) of which shall be dedicated union seats with the Guild appointing at its sole discretion a minimum of two directors.

ARTICLE XXVI LABOR/MANAGEMENT COMMITTEES

1. The parties to this Agreement recognize the necessity for cooperation and communication between Labor and Management and the elimination of disputes and misunderstandings among the parties. To this end, a Labor/Management Committee will be established for the following purposes:
 - a. Providing a framework for early communication and discussion between the parties on business developments of mutual interest and concern to the parties and their constituencies;

- b. Improving understanding and relationships between the parties and avoiding unnecessary disputes by cooperatively addressing significant changes and developments in the Union or MTM and by allowing either party to use the Committee to resolve grievances arising under Article X.
 - c. Ensuring that employees are properly positioned to achieve MTM's objectives through the establishment and modification of appropriate performance standards, work rules, and performance management tools within the parameters established by the Side Agreement related to a Bridge Period for the development of performance standards for all employees;
 - d. Discussing and reviewing innovative approaches to enhance the competitiveness of MTM and thereby improving employment opportunities;
 - e. Discussing problems and concerns associated with health and safety, the needs of work and family life, and training and educational opportunities.
 - f. Identifying training needs and programs, reviewing the impact of changing technology in the workplace, and evaluate metrics and standards used for performance evaluation.
- 2. Generally there will be a total of between four (4) and six (6) employees appointed each by the Guild and MTM. The committee will be co-chaired by a representative of the Guild and a representative of MTM. Each party may submit agenda items. The chairs will agree on a written agenda before each meeting, ensuring that each party's issues are scheduled. Each party is expected to vary the membership of the committee as necessary to ensure that individuals with direct involvement and/or interest in the issues on the agenda are represented on the Committee. During the first six months of this Agreement, the Committee will meet monthly, although either chair may call special meetings with the concurrence of the other chair. After the first six months of this Agreement, the Committee will meet at least four (4) times each year.
- 3. The Guild and MTM each agree to notify the other party upon discovery of any potential violations of this Agreement or any practices that might lead to a misunderstanding or dispute between the parties.
- 4. Any agreement or resolution reached pursuant to this Article shall not supersede, alter, modify, amend, add to or subtract from this Agreement. Nothing in this Article is intended to limit management or union rights. The Committee shall maintain records of its activities, including maintaining agendas, minutes of its meetings, and records of its decisions and resolutions.
- 5. All committee members may participate in the work of the committee during working hours without loss of pay or benefits, during the employees regularly scheduled work hours/day to attend meetings and preparatory meetings.

6. The Guild and MTM acknowledge the importance of active support of the Labor Management Committee and agree to attend and participate in the meetings in good faith.

ARTICLE XXVII

INSURED BENEFITS

1. The Publisher agrees to pay for all full-time employees on the payroll on the first day of the next full month following a thirty (30) day waiting period the premiums required to provide Twelve Thousand Five Hundred dollars (\$12,500) of group life insurance. The Publisher agrees to pay for all full-time employees on the payroll who have ten (10) or more years of service with the Portland Press Herald the premiums required to provide an amount of group life insurance coverage equal to the employee's annual straight-time base pay. The amount of group life insurance for Advertising Salespersons will be based on the key rate as set forth in Article VI (Minimum Wages and Job Classification). The Publisher agrees to provide full-time employees access to supplemental life insurance to be paid through payroll deductions. The amount and details of this supplemental life insurance shall be determined at all times by the insurance provider.

2. The Publisher shall continue a Five Hundred dollar (\$500) life insurance policy for eligible employees who retired from employment with the Portland Press Herald prior to October 31, 1973, or who were hired before October 31, 1973 and retired before October 31, 1983, with less than ten (10) years of continuous service, or, at its sole discretion, pay the Five Hundred dollar (\$500) amount to such eligible retired employees and terminate its continuing obligation to provide such life insurance policy.

3. The Publisher shall continue the One Thousand Five Hundred dollar (\$1,500) life insurance policy for those employees who retired from employment with the Portland Press Herald after October 31, 1973, who were at least fifty-five (55) years of age at retirement and had a minimum of ten (10) years of continuous full-time employment with the Portland Press Herald or, at its sole discretion, pay the One Thousand Five Hundred dollars (\$1,500) to each such eligible retired employee and terminate the continuing obligation to provide such life insurance policy.

4. The selection of the insurance carrier to provide the life insurance coverage referred to above shall be the sole prerogative of the Publisher.

5. The Publisher agrees to provide medical coverage for full-time employees and their eligible dependents. New full-time employees shall become eligible for coverage under the medical plans provided herein the first day of the next full month following a thirty (30) day waiting period following their date of hire.

6. The Publisher agrees that the plan design for medical coverage for represented employees shall be the same as that applying to non-represented employees at the relevant time(s). The Guild shall be educated and consulted about any changes to the medical plan

design that are contemplated and the Publisher will carefully consider the Guild's views when making decisions about health care plans.

7. The Publisher agrees to continue the Wellness Team, which includes participants from both represented and non-represented employees, the purpose of which is to educate ourselves and our constituents with regard to the state and national health care trends, wellness programs. The Wellness Team will investigate and research incentive-based wellness programs subject to Americans with Disability Act (ADA) and other compliance issues to assure a healthier workforce and make recommendations by September of each year for the Publisher's consideration.

8. Health insurance premium sharing shall be such that the Publisher will pay eighty percent (80%) of the cost of the medical premium and the participating employees shall pay twenty percent (20%) of the cost of medical premium. The parties agree that the differences in the amount of premium sharing paid by non-represented employees and represented employees shall not be more than any percentage point difference existing as of the effective date of this Agreement.

9. In the event that federally or state mandated health care plan(s) become effective or changes in the tax treatment of employers or employees as they relate to health care benefits occurs during the term of this Agreement, this Article may be reopened by either party upon thirty (30) days' notice. Resolution of a reopening pursuant to this Section 9 shall not be subject to the grievance or arbitration provisions of this Agreement.

10. In consideration of the agreements noted above, the Publisher shall offer the following:

a. Employees may make an annual pre-tax contribution of up to four thousand (\$4,000.00) dollars into the health care flexible spending account of each eligible employee.

b. Employees may submit claims for non-covered medical expenses, over-the-counter drugs and other items as permitted by law for reimbursement from their health care flexible spending accounts. All claims for expenses incurred in a calendar year must be submitted no later than March 31 of the following calendar year. Any balance remaining in the account will be lost after that date.

c. The Publisher agrees to adopt a rider providing that funds remaining in the health care flexible spending accounts of eligible employees at the end of a calendar year may be used to reimburse allowable expenses incurred through March 15th of the following year, subject to applicable laws. This provision shall become a provision of the health care flexible spending account plan.

d. The Publisher agrees to deposit an additional amount into the health care flexible spending account of each eligible full-time and part-time employee who is participating as the enrolled employee in one of the Publisher's health insurance plans to cover the expense of up to two (2) "Benny Cards" as long as the employee continues to utilize the health care flexible spending account and this debit card option

is still being offered by the third-party administrator of the health care flexible spending accounts.

12. **Health Care Accounts**

- a. The Publisher will provide Section 125 pre-tax premium paid for employee-paid group health insurance premiums. This plan will enable employees to pay their share of the health insurance premium by payroll deduction before State, Federal, and Social Security taxes are calculated and withheld. This plan is contingent on continuing approval from the IRS.
- b. The Publisher will provide its Health Care Flexible Spending Account, established in accordance with Section 125 and 129 of the Internal Revenue Code, for the reimbursement of certain non-covered expenses under the group medical insurance plan. Year-to-year continuation of the plan is contingent upon compliance with applicable Federal and State laws, rules and regulations, and continuing approval from the Internal Revenue Service. (Please refer to Article XXV, Section 10 for details of the Flexible Spending Account.)

13. **Dependent Care:** The Publisher will offer a “Dependent Care Reimbursement Plan” in accordance with Sections 125 and 129 of the Internal Revenue Code. Establishment of such a Plan will be contingent on a minimum commitment of five (5) eligible Guild employees. These eligible participants must, as a group, pass appropriate non-discrimination tests for extension of the Plan.

From year-to-year continuation of the Plan will be contingent upon the minimum number outlined above, compliance with all testing, as well as compliance with any other applicable Federal or State laws, rules, or regulations.

14. **Dental Plan:** Full-time employees shall be eligible to participate in the Publisher’s dental insurance plan, which as of the effective date of this Agreement is provided by Northeast Delta Dental. Full-time employees shall become eligible for dental coverage the first day of the next full month following a thirty (30) day waiting period following their date of hire. The Publisher reserves the right to change insurance carriers or to self-insure the dental plan provided that represented employees shall at all relevant times participate in the same dental plan that is provided for non-represented employees of the Publisher. The Publisher shall pay the full cost or premium for employee coverage. The employee shall pay the full cost or premium for any spouse and/or children covered by the dental plan.

15. **Opt-out Plan:** Once eligible, full-time employees may decide for themselves or eligible spouses and/or dependents to be covered by the medical insurance plan, each year at the time of open enrollment. Eligible full-time employees may have the option of opting out of medical insurance coverage during the open enrollment period and back in during any subsequent open enrollment period or upon a change in qualifying conditions. The opt-out bonus shall be ten percent (10%) of the Publisher’s share of the cost of the coverage for which the employee is eligible or for which the employee opted-out in the case of a participating

employee. Before an employee is permitted to opt-out of health insurance coverage, the employee must submit proof of insurance with another health insurance provider. The opt-out bonus will be paid in March of each year. No payment will be made to an employee who is terminated or who terminates his/her employment during the calendar year he/she opted-out on and after the employee's last day of employment.

16. **Employee Assistance Plan:** The Publisher will make available to eligible employees a voluntary Employee Assistance Plan (EAP) subject to the following understandings:

The EAP shall be administered solely by the Publisher; while it is the Publisher's intention to continue this plan for the term of this Agreement, the Publisher reserves the right to change providers and/or plan provision, or to terminate the plan should the employee participation fall too low to justify continuation, if legislation/regulation impact the pricing or administration of the plan beyond the current state or an alternative is more favorable. The Publisher and EAP provider shall periodically conduct voluntary seminars for employees interested in participating in this plan so they can make an informed choice to participate or not. The Publisher commits to advise the Guild of any changes in the design or administration of the plan in advance of such changes.

ARTICLE XXVIII **SEVERANCE PAY**

1. Upon dismissal, an employee and the Guild shall receive a written notice from the Publisher or his agent stating the reason therefore.

2. Upon dismissal, other than for just cause or failure to maintain good standing in the Guild in the manner and to the extent permitted by law, an employee shall receive a cash severance payment equal to his/her wages for one (1) week, at the employee's then current rate for each six (6) months or major fraction thereof that s/he has been continuously employed by the Portland Press Herald. This shall not exceed thirty-five (35) weeks, except that employees with twenty-five (25) years of service or more upon dismissal as cited above shall receive forty (40) weeks of severance pay.

3. In the event of the death of a full-time employee with less than ten (10) years of service with the Portland Press Herald, the Publisher shall pay his/her beneficiary, designated by the employee in writing, in advance, or his/her executor or administrator, an amount equal to the amount of severance pay to which the employee would have been entitled upon dismissal. If such full-time employee has completed at least six (6) months of continuous employment at the time of death, the Publisher shall pay an amount of severance pay of not less than four thousand dollars (\$4,000.00). Full-time employees with ten (10) or more years of service with the Portland Press Herald shall receive the insurance coverage provided in Article XXV (Insured Benefits), Section 1, in lieu of any payment under this section.

4. If, because of an illness or injury which a physician acceptable to all parties certifies to be incapacitating, an employee terminates his employment or is terminated by the Publisher, the Publisher shall pay said employee a cash lump sum based on his length of continuous service as computed under the provisions of Section 2 of this Article.

5. Severance shall be paid at the employee's rate of pay as of January 1, 2009 or the then current rate, whichever is greater, for the first year of the Agreement.

ARTICLE XXIX

MISCELLANEOUS

1. The Publisher agrees to allow the Guild the use of its bulletin boards for union notices and other similar activities.

2. No employee's byline shall be used over his/her objection.

3. If any provision of this Agreement is or becomes in violation of state or federal law, such provision, but only such provision, shall be inoperative, with the balance of the Agreement remaining in full force and effect.

4. Employees shall not be required to perform struck work. There shall be no sympathy strike and no lockout during the term of this Agreement.

5. The Publisher shall hire employees without regard to age, sex, race, creed, color, national origin, disabilities which may be reasonably accommodated, or sexual orientation. When the masculine pronoun is used in this Agreement, it shall include female employees as well.

6. The Publisher shall be responsible for establishing policies and procedures with respect to employee parking provided that parking rates in effect at the time of signing of this Agreement shall not be raised during the term of this Agreement for the parking areas/lots/garages identified in 6(a)(b) and (c) below. The Publisher agrees that, to the extent new parking areas may be used, it will discuss new parking rates with the Guild prior to implementing any new rates. The rates in effect at the date of signing of the new Agreement are as follows:

a. Employees working days and parking in the Pearl and Cumberland Street lots and Chestnut Street parking garage pay \$2.50 per week.

b. Employees starting work after 4:00 PM and parking in the Pearl Street lot pay \$2.00 per week.

c. Employees parking in the Company Garage pay \$17.00 per week.

7. An employee given notice of discharge or layoff by the Publisher may request in writing the opportunity to review his/her personnel file and the Publisher shall provide such employee and/or his/her duly authorized Guild representative with such opportunity during normal business hours within two (2) working days (Saturday and Sunday excluded). All other requests by an employee to review his/her personnel file shall be made in writing and the opportunity to review his/her personnel file shall be provided to such employee and/or his/her duly authorized Guild representative during normal business hours within five (5) days of receipt of the written request from the employee. For the purpose of this Agreement, the Publisher's official personnel file shall consist of those documents kept and maintained in the

Human Resources Department. An employee's right to review his/her personnel file shall be exercised in a reasonable manner, it being understood that frequent repetitive requests for review may be considered excessive and unreasonable and may be denied. The Publisher shall, upon request, furnish a photocopy of any document in such personnel file to such employee, and/or his/her duly authorized representative. No document in an employee's personnel file shall be removed by an employee.

ARTICLE XXX MANAGEMENT RIGHTS

The Guild agrees that the Publisher has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all departments and facilities; the right to direct its work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the contract; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the business; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; and to maintain the efficiency of the business.

ARTICLE XXXI MAINTENANCE OF BENEFITS

With respect to negotiable wages, benefits, hours and working conditions not covered by this Agreement, the Publisher agrees to make no changes without appropriate prior consultation and negotiations with the Guild unless such change is made to comply with law.

ARTICLE XXXI NO PAST PRACTICES

Except to the extent expressly and specifically reserved elsewhere within the language of this Agreement, all past practices of the Guild existing prior to the effective date of this Agreement and pertaining to the employees and work falling under its jurisdiction as defined in the Preamble and Article III are hereby waived. Past practices of the Guild or employees/work falling within its Jurisdiction under this Agreement which existed or are alleged to have existed prior to the effective date of this Agreement cannot and shall not form the subject of any grievance unless and to the extent the past practice raised was specifically identified and retained in the express language to this Agreement.

ARTICLE XXXII INTERNS & CORRESPONDENTS

1. Internships are important community outreach and talent evaluating tools. Therefore, interns can be utilized at the discretion of MTM, except that no intern shall be utilized that will result in the layoff of an employee represented by the bargaining unit nor shall any paid intern be utilized for longer than six (6) months.
2. Correspondents can be utilized at the discretion of the Publisher, except that no correspondents shall be utilized that will result in the layoff of an employee represented by the bargaining unit. Correspondents shall be only utilized to supplement staff coverage and not replace beats and will primarily focus on micro news (i.e. meetings) and coverage outside of the core circulation area.

ARTICLE XXXIII

DURATION AND RENEWAL

1. This Agreement shall begin on the (th) day of November 2011 and shall expire on the (30th) day of June 2013.
2. Beginning at least 90 days prior to July 1, 2012, the parties shall meet for purposes of negotiating the following issues: (1) wage rates and revenue producing employee base pay and incentives, (2) the possible inclusion of revenue producing employees in Waterville in the bargaining unit; (3) working conditions for MTDigital; and (4) adopting a bi-weekly pay period.

The economic effects of implementing performance standards ~~specifies of base pay and incentives and performance standards~~ shall be negotiated once funding for new technology is approved with the goal of reaching agreement in an expedited manner. These negotiations shall take into account the following principles:

1. Base pay and incentives shall provide the opportunity to meet or exceed current compensation levels.
2. Any MTM sales employee can sell into any MTM product, whether digital or print. The parties recognize, however, that the parties intend to implement a sales management process that discourages (1) "account raiding, (2) salespeople from other papers undercutting rates, and (3) people selling into an account if another MTM employee has sold to it within 12 months. The parties also anticipates that until July 1, 2012, MTM shall handle overlapping accounts consistent with past practice and that non-Press Herald employees (i.e., Kennebec Journal and Sentinel employees) shall sell digital products primarily inside their current geographical area.
3. Goals, territories and account lists shall be set in advance of any measurement period and shall be reasonably achievable.
4. Incentive goals shall take into account special circumstances such as business openings and closing, adjustment of territories and accounts, the illness or absence of a sale employee and the changes in the state of the economy.
5. There shall be no penalty for failing to meet incentive goal other than failing to earn the incentive payment.

6. Performance standards shall measure the skills of the employee and the employee's ability to comply with the operational directives of the company.
7. Any discipline for failing to meet performance standards shall meet the just cause standard.
8. Performance standards shall be consistently applied.

The parties recognize and agree that the opportunity for a wage re-opener is not a right to, or guarantee of, increased wages under this Agreement, which wages shall otherwise remain frozen for the term of this Agreement._

The parties agree to make every effort to begin the bargaining process for the successor to this Agreement within a time frame that allows them to reach a settlement prior to the expiration of this Agreement. The terms and conditions of this Agreement shall remain in full force and effect after said expiration date and during the period of collective bargaining negotiations for a new Agreement, until such time as a new Agreement is arrived at or an impasse is reached, whichever is the shorter of the two periods. The parties expressly contemplate that the Guild's Press Herald and Waterville Sentinel Agreements ~~Agreement for Guild Local 31128 and the Agreement for Guild Local 128~~ will be consolidated in any successor contract.

3. If, during such period of collective bargaining, it is apparent that irreconcilable differences have arisen between the parties concerning any pending issue pertaining to the negotiation of a new Collective Bargaining Agreement, either party may request the assistance of the Federal Mediation and Conciliation Service. The parties agree they will attempt to resolve their differences with the assistance of a Federal Mediator for a period of at least forty-five (45) days following the date of the first formal joint meeting with the mediator, or for such longer period as the parties may agree. If the parties are unable to resolve their differences within the aforesaid time period, or any extension thereof, then either party may serve a written notice upon the other by registered mail setting forth that an impasse exists and that it is the intention of the party serving such notice to terminate the existing Collective Bargaining Agreement. Such Collective Bargaining Agreement shall expire at midnight ten (10) days after the date of service of notice, or such other longer period of time as the party serving notice may specify, unless extended by mutual consent of the parties.

4. Changes in wage rates agreed upon during the negotiations for a new Collective Bargaining Agreement shall become retroactive for a period not longer than sixty (60) days or an interval between said expiration date and the conclusion of negotiations between the parties as evidenced by the signing of a new Collective Bargaining Agreement, whichever is the shorter of the two periods, provided such negotiations are continued beyond said expiration date.

IN WITNESS WHEREOF, the Publisher has caused this instrument to be signed in its behalf by _____, Publisher and CEO, hereunto duly authorized, and the Portland Newspaper Guild, Local 31128 of Portland, Maine, has caused this instrument to be signed and executed by its President, Tom Bell by vote in accordance with the requirements of the bylaws and constitution of said Portland Newspaper Guild Local 31128, of Portland, Maine, this _____ day of November, 2011.

FOR THE PUBLISHER:
FOR THE GUILD:
MAINETODAY MEDIA, INC.

PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

LETTER OF UNDERSTANDING

Re: Bridge Period for Development of Performance Standards.

The parties are committed to implementing a performance management system for all employees. The parties recognize, however, that MTM intends to invest significantly in new technology and training during the term of the Agreement. Therefore, MTM, through the workings of the Labor Management Committee, will develop specific performance standards based on the implementation of new technology on the following schedule:

- a. Within 30 days of the investment by MTM in new technology that will relate to performance standards, MTM and the Guild agree to use the Labor Management Committee process to discuss the development of this policy, process, standards, systems, skills, and training. The foregoing considerations will be incorporated into a process for evaluation of employee performance. MTM anticipates that these events will take place from January 2012 through March 2012.
- b. Following MTM's collaboration with the Guild on the development of performance standards based on new technology, MTM will implement these new standards over a three month period during which MTM will monitor the effectiveness of these new standards. MTM and the Guild anticipate that the parties will continue to utilize the Labor Management Committee for the purpose of working collaboratively to achieve appropriate performance standards during a period of approximately three months during which MTM will transition to new performance standards. MTM anticipates that these events will take place from April 2012 through June 2012.
- c. Following the trial implementation of the new performance standards, MTM will formally implement the new performance standards in the management process. During this period of time, utilizing the Labor Management Committee, MTM intends to continue to make adjustments to the new performance standards and in its management processes. MTM anticipates that these events will take place from July 2012 through September 2012.
- d. On or about October 1, 2012, the performance standards will become formally implemented. MTM may apply the performance standards and take corrective action as necessary to manage the work force consistent with MTM's performance evaluation process. Performance standards shall measure the skills of the employee and the employee's ability to comply with the operational directives of the company. Any discipline for failing to meet performance standards shall meet the just cause standard. Performance standards shall be uniformly consistently applied.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

The Guild will send a letter confirming that this has been withdrawn but will remain available for future reference.

LETTER OF UNDERSTANDING

RE: COMMISSION PLAN FOR SALES EMPLOYEES

I. SALES EMPLOYEES

A. BASE PAY:

See Article VII Minimum Wages, Job Classifications

B. COMMISSION PLAN:

Revenue Range	Payout Rate (% of zone revenue)		
\$ 275,000	\$ 600,000	3.0%	
\$ 601,000	\$ 900,000	1.9%	
\$ 901,000	\$ 1,300,000	1.3%	

\$ 1,301,000	\$ 2,000,000	0.90%
\$ 2,001,000	\$ 2,900,000	0.65%
\$ 5,240,000		0.32%

Commission payouts shall be paid at the proscribed rate when achieving monthly goal. When changes or adjustments are made to sales zones that result in the affected employee's zone falling into a different revenue range, the new payout rate shall be effective immediately.

Quarterly Team Bonus:

If a sales team exceeds its quarterly goal by one (1) percent or more, a bonus shall be paid to all sales reps on the sales teams that have achieved their individual goals for the quarter.

The overage must be at least one (1) percent before the bonus shall be paid. If the overage is less than one (1) percent no bonus shall be paid.

Qualifying sales team members shall be paid out twenty (20) percent of the overage in the following manner: all Sales Assistants and Graphic Artists on the qualifying sales teams shall each receive a \$250 bonus. The remaining overage would then be split evenly between the sales reps who achieved their quarterly goals.

Example: if goal is \$7,000,000 and 101% of goal is achieved, total is \$7,070,000. The team would get 20% of the \$70,000 overage; or \$14,000. If there are four sales assistants and two graphic artists who qualify, \$250 would be paid to each for a total of \$1,500. The remaining \$12,500 would be split evenly among qualifying sales reps. If ten (10) sales reps achieved their individual quarterly goals each would be paid \$1,250.

The quarterly team bonus may be changed by mutual agreement between the Guild and Publisher.

C. PAY PERIODS:

Base salary will be paid within the recognized pay period, commissions will be paid monthly and include any necessary adjustments.

D. **VACATIONS:**

Commission earnings, in addition to base pay, will be paid to salespersons during vacation periods. Zone will be covered by a sales assistant or, in rare situations, shared among other salespeople as determined by the supervising manager.

E. **SICK LEAVE:**

All Advertising Salespersons operating under the provisions of this commission plan shall be treated in accordance with Article XII (Sick Leave), set forth on page 34 of the Collective Bargaining Agreement.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.
(d/b/a PORTLAND PRESS HERALD)

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

MEMORANDUM OF UNDERSTANDING

RE: COMMISSION ONLY SALESPEOPLE

The parties agree that the Publisher may employ up to four (4) commission only sales people to work in the outside advertising sales force.

The commission plan shall be determined on a zone-by-zone basis. The Publisher shall notify and discuss the proposed plan with the Union within thirty (30) days prior to hiring any commission-only salesperson. The hiring of a commission-only salesperson shall not adversely impact the members of the existing outside sales force.

No outside advertising salesperson shall be required to work on the commission plan but would be eligible to do so as provided by this Agreement.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.
(d/b/a PORTLAND PRESS HERALD)

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

**MEMORANDUM OF AGREEMENT BETWEEN
PORTLAND PRESS HERALD AND
THE PORTLAND NEWSPAPER GUILD, LOCAL 31128**

RE: City District Managers and Circulation Utility Persons"Hours and Overtime

The parties agree as follows:

For employees within the City District Manager and Circulation Utility Person Classifications, the workweek shall consist of thirty-seven and one-half (37 1/2) hours.

The number of hours scheduled per shift may vary from day to day, but such long and short shifts shall be scheduled in advance in consultation with the individual City District Manager or Circulation Utility Person. In no instance shall any scheduled shift consist of more than ten (10) hours.

The Publisher shall compensate City District Managers and Circulation Utility Persons for all overtime at the rate of time and one half his or her regular hourly rate. Overtime will be paid for all hours actually worked in excess of thirty-seven and a half (37.5) per week, and hours "actually worked" for purposes of establishing the thirty-seven and a half (37.5) hour workweek includes paid holidays, approved paid personal leave and paid vacation time, but shall not include paid sick leave.

IN WITNESS WHEREOF, The Portland Newspapers has caused this instrument to be signed and executed in its behalf by Xxxxxxxxxx Xxxxxxxxxx, Publisher and CEO, hereunto duly authorized, and the Portland Newspaper Guild, Local 31128 of Portland, Maine, has caused this instrument to be signed and executed by its President, Tom Bell, who being duly authorized by vote in accordance with the requirements of the bylaws of said Portland Newspaper Guild, Local 31128, of Portland, Maine, this thirtieth (30th) day of November, 2011.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.
(d/b/a PORTLAND PRESS HERALD)

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

LETTER OF UNDERSTANDING

Re: Distribution Department

In 1992, the prior owner of the Portland Press Herald agreed to create the classification of Distribution Specialist* by merging the classifications of Mailroom Benchworker* and Mailroom Stamper & Layout Person* and eliminating those two classifications.

The Publisher agrees that the following individuals shall have the grandfathered wage rates set forth below, and agrees that if and when contractual increases are negotiated such increases shall be applied to the grandfathered rates of the employees identified below.

Formerly Mailroom Benchworker

06/09

David A. Abildgaard	747.72
Gregory A. Brown	747.72
Robert A. Miller Jr.	747.72
Dennis G. Brown	747.72
John Jenkins	747.72
David S. Lovejoy	747.72
Richard D. Rockwell	747.72
John Sikora	747.72

Formerly Mailroom Stamper & Layout Person

Furthermore, the Publisher agrees to continue the classification of Distribution Specialist until all of the employees currently on the job have retired, resigned, terminated, etc. Only the current employees classified as Distribution Specialists shall receive the Distribution Specialist's rate of pay. The Publisher agrees to apply all contractual negotiated increases to this classification for incumbents as long as the Guild agrees that the Publisher will never be required to upgrade distribution assistants to distribution specialist rates.

Other than Group Leaders, Distribution Machine Maintenance and the current Distribution Specialists, all other current jobs of the Distribution Center will be Distribution Assistants and employees in this classification shall be paid at the Distribution Assistant rate of pay set forth on page of the Agreement.

If the Publisher determines a need for distribution specialists in the future, employees so classified shall be paid 10% over the third step of distribution assistant's rate of pay. Such employees shall be selected based on the Publisher's need, qualification and performance.

The Publisher agrees to pay Georgia Clifford the hourly rate of \$12.01 for the duration of this Agreement.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.
(d/b/a PORTLAND PRESS HERALD)

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD
LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President

**SUPPLEMENTAL AGREEMENT
EMPLOYEES AFFECTED BY ARTICLE III, SECTION 4**

The purpose of this Supplemental Agreement is to elaborate on what will happen to an employee's seniority if the employee is displaced from his/her classifications as a result of the Publisher's exercising its rights under Article III (Jurisdiction), Section 3 of this Agreement. The Publisher shall attempt to reassign the employee to a position requiring similar skills and abilities. In addition, the parties acknowledge that a series of other provisions of the Collective Bargaining Agreement may apply to an employee who is displaced from his/her classification of work as a result of the Publisher's exercising its rights under Article III (Jurisdiction), Section 3 of this Agreement.

1. The classification seniority of an employee displaced from his/her classification pursuant to Article III (Jurisdiction), Section 3 and moved to a lower classification shall have his/her classification seniority computed in the same manner as an employee who is laid off. For example, if an employee is displaced from a Clerk IV position in finance and reassigned to a Clerk III position in circulation, the employee's classification seniority as a Clerk III will include any time previously worked as a Clerk III (regardless of what department the employee previously worked in) plus all classification time worked as a Clerk IV (regardless of what department the employee previously worked in). As it relates to classification seniority, this process of being displaced shall mirror the employee's classification rights delineated in Article XVII (Layoffs and Dismissals). Further, while working as a Clerk III the employee will be paid at the Clerk IV rate unless the Publisher and the Guild agree otherwise. An employee reassigned shall be provided with such training reasonably necessary to perform the duties of the classification to which s/he is reassigned.

2. The classification seniority of an employee displaced from his/her classification pursuant to Article III (Jurisdiction), Section 3 and moved to a higher classification shall have his/her classification seniority computed based upon the first day worked in that higher classification and shall not include any time previously worked in lower classification but shall include any time previously worked in an equal or higher classification. An employee so reassigned will be paid at the rate next higher than the rate of pay for the classification from which s/he was displaced. An employee reassigned shall be provided with such training reasonably necessary to perform the duties of the classification to which s/he is reassigned.

DATED this thirtieth (30th) day of November, 2011.

FOR THE PUBLISHER:
MAINETODAY MEDIA, INC.

FOR THE GUILD:
PORTLAND NEWSPAPER GUILD

(d/b/a PORTLAND PRESS HERALD)

LOCAL 31128

Tom Bell, President

Greg Kesich, Vice President