AGREEMENT

Between

MAINETODAY MEDIA ACQUISITION, INC.

And

NEWS GUILD OF MAINE

LOCAL 31128

of The NewsGuild (TNG- CWA)

January 1, 2017 through December 31, 2018

Contents

PREAMBLE

This Agreement is made and entered into as of January 1, 2017, between MaineToday Media Acquisition, 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 "MTMA" or" the Publisher," and the News Guild of Maine, Local 31128 of Portland, Maine, a local chartered by The NewsGuild (TNG-CWA), hereinafter referred to as the Guild, for itself, and on behalf of all employees of the Publisher in the editorial, advertising, finance, circulation, marketing, and building and maintenance departments, in the distribution department, pre-press and information technology departments of the Portland Press Herald, except as herein otherwise provided.

ARTICLE I UNION MEMBERSHIP

1. a. All employees who (i) were members of the Guild on June 1, 2015 or (ii) who have paid dues to the Guild between June 1, 2015 and January 1, 2017 or (iii) become employed by the Publisher after January 1, 2017 in the bargaining unit and elect to join the Guild, shall maintain their membership in the Guild during the term of this Agreement in the manner and to the extent permitted by law.

   b. In the event an employee described in Section 1.a. above fails to maintain membership in the Guild, his or her employment shall be terminated upon written request to the Publisher by the Guild, 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 maintain membership 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. The Guild agrees to admit to and retain in membership any employee, subject to the Constitution of The NewsGuild and the bylaws of the Guild, who is required to maintain membership or requests to become a member. In the event that The NewsGuild 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.

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 or she may be lawfully required to pay, as certified by the Treasurer of the News Guild of Maine, 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 arid 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 RECOGNITION AND JURISDICTION

1. The jurisdiction of the Guild is:

    a. The kind of work currently performed within the unit covered by this Agreement.

    b. Any other kind of work assigned to be performed within said unit except as provided elsewhere in the Agreement.

2. The Publisher recognizes the Guild as the exclusive bargaining agent for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for the bargaining unit consisting of the following:

    All full time and part time employees employed by the Publisher in the Editorial, Advertising, Finance, Circulation, Marketing, Distribution, MaineToday Digital, Pre-press, Information Technology, and Building/Maintenance Departments, excluding freelancers, stringers, and other independent contractors, and excluding confidential employees, managerial employees, guards, and all supervisors as defined in the Act.

3. Notwithstanding any other provision of this Agreement, and without implying that titles not listed here are included in the bargaining unit, the following job titles are specifically excluded from the bargaining unit: MaineToday.com Editor, Creative Services Manager, Digital Operations Manager.

4. Performance of work currently performed in the departments listed in Section 1, as modified by Section 2, shall be assigned to employees of the Publisher covered by this Agreement, except as provided elsewhere in this Article or in this Agreement.

5. Managers and supervisors may not routinely perform bargaining unit work. Managers and supervisors may, however, perform bargaining unit work, including posting to and updating the Publisher's websites, 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 inquiries elevated to management attention; for training purposes; when bargaining unit employees fail to report to work, or are unable to complete their scheduled shift.

   The News Department further recognizes that the web editor may routinely do work normally performed by online content producers; the photo editor may perform studio photography and occasionally take pictures.

6. Editorial employees of the Kennebec Journal, Morning Sentinel and Portland Press Herald may be given temporary work assignments of up to 6 months related to any of these three publications, provided:

   Kennebec Journal and Morning Sentinel employees will be paid no less than the minimum paid to employees under this Agreement in the same job classification while assigned to work in Portland should such assignment be in excess of two weeks.

   The temporary assignment of work under this section will not constitute a change in the established employment relationship between the employee and his/her employer.

   If a Morning Sentinel employee works under the assignment of a Portland Press Herald editor beyond six consecutive months, s/he will be offered the option of becoming a regular employee of the Portland Press Herald. Kennebec Journal employees will not work under the assignment of a Portland Press Herald editor beyond six consecutive months.

   The Publisher shall use the byline "Staff Writer" for all content generated by an MTM employee. The tagline at the end of each piece shall include information identifying the employee's home paper.

   Travel time from Portland to Central Maine for assignments performed under this section will be paid as part of the employee's regular workday.

Mileage between Portland and Central Maine for assignments performed under this section will be compensable under the terms of the employee's collective bargaining agreement. For reporters permanently assigned to cover the Maine legislature, mileage will be calculated from Augusta.

7. The Publisher may publish stories reported by employees of the Kennebec Journal, Morning Sentinel, and Coastal Journal that concern news or features generated outside the Press-Herald'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, Freeport, and the Maine State House. As long as the Portland Press Herald/Maine Sunday Telegram State House Bureau is staffed the Publisher may use State House generated stories without restriction from other sources.

8. The Publisher may publish stories purchased from freelance writers provided such stories:

-- are both proposed and prepared by the freelance writer,

-- do not replace coverage otherwise included as part of any employee's regular beat or assignment on an ongoing basis,

-- do not become a regular feature in the paper; provided, however, that freelancers may provide regular features (a) outside of the "core area" of Portland, South Portland, Cape Elizabeth, Scarborough, Saco, Old Orchard Beach, Biddeford, Westbrook, Gorham, Windham, Falmouth, Cumberland, Yarmouth, Freeport, Brunswick, and Bath and (b) in the form of columns and reviews.

The Publisher will inform reporters prior to accepting a freelance story that is related to the reporter's beat.

Stories purchased from freelancers in accordance with this provision may appear anywhere in the printed newspaper and online.

9. Non-supervisory employees working at the Morning Sentinel, the Kennebec Journal, and the Coastal Journal, may not routinely perform bargaining unit work. They may, however, perform the bargaining unit work listed below on a limited basis as reasonably necessary to meet the operational needs of the business:

a. Creative Services

b. Order entry work

c. Circulation work

d. Copy editing.

e. Advertising representatives employed by the Morning Sentinel, Kennebec Journal and the Coastal Journal may sell advertising in any of the Publisher's newspapers, and may be assigned accounts to the exclusion of other representatives, provided that the advertiser originates within their assigned territory and/or book of business. In cases where an advertiser has operations in the assigned territory and/or book of business of more than one representative, the Publisher may assign the account exclusively to a Central Maine or Portland representative, based on the following criteria:

(1) the frequency and size of, and revenue generated from most recent ads placed through the salesperson ("most recent" is defined as within the last six (6) months);

(2) the length of the relationship between the salesperson and the client;

(3) the quality of the relationship between the salesperson and the client.

(4) similar professional considerations which must be stated in writing to the salesperson and the Guild at the time of reassignment.

f. The Publisher may assign employees of any newspaper to post items to and edit items on the Publisher's websites, perform technical work related to the websites, and perform any other work related to the websites on a limited basis as reasonably necessary to meet the operational needs of the business. Such circumstances include emergencies; unforeseen news events, unanticipated staffing shortages, vacation and sick coverage.

ARTICLE IV EXEMPT EMPLOYEES

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

ADMINISTRATION:

Vice President Human Resources/Labor Relations

HR Generalist

Director of Operations

VP Advertising

Chief Executive Officer

Managing Editor

VP Employee & Labor Relations

VP of Marketing & Circulation

VP for Digital Development

Executive Editor

Director of Finance

Executive Administrative Assistant

Chief Information Officer

ADVERTISING:

Classified Advertising Manager

Advertising Operations Manager

Director of Business Development

Director of Strategic Partnerships

Director of Retail Advertising

Marketing Manager

NEWS:

Web Editor

Deputy Managing Editor

Features Editor

Business Editor

Sports Editor

Copy Desk Chief

Night City Editor

City Editor

Photo Editor

Systems Editor

Metro Editor

DIGITAL:

Digital Design Director

Digital Product Manager

Web Developer

Senior Software Developer

CIRCULATION:

Administrative Assistant

Area Manager

CIS Manager

Area Manager

Area Manager

Regional Circulation Manager

Area Manager

Single Copy Manager

FINANCE:

Finance Department Manager

Senior Financial Analyst

OPERATIONS/PRODUCTION:

Distribution Manager

Distribution Manager

Pre-press (Operations) Manager

Pressroom Manager

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 above, all employees subsequently performing the job responsibilities, job functions and work performed by those employees shall be exempt from this Agreement. It is the intent of this Agreement to classify as exempt, and as outside of the jurisdiction of the Guild, any work that is performed by individuals holding the exempt job positions identified above and not to penalize the Publisher for changing the names of exempt positions or redistributing/reorganizing exempt work.

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 above, 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. If the Guild desires to meet to discuss the proposed new exemption or exemptions, it will so notify the Publisher in writing within five days after receipt of the written job description. If so requested, the parties will meet to discuss the proposed new exemption or exemptions for a period not to exceed two 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 that two week period, either party may request the dispute go directly to arbitration within two weeks after the date of the last meeting of the parties. The parties shall follow the time frame and procedure set forth in Article ___ (Grievance Procedure) 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 exempt 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.

ARTICLE V GENERAL WAGE PROVISIONS

1. Merit pay shall be granted at the discretion of the Publisher.

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.

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

4. Employees engaged in more than one classification of work shall receive at least the minimum in the higher classification next higher than his regular salary for all time spent in the higher classification of work.

5. 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:

When an employee from within the bargaining unit is assigned to replace an editor in the news operation, the employee shall be paid fifteen percent (15%) premium above the pay scale of assistant city editor 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 a premium of fifteen percent (15%) of the employee's regular base pay for the replacement work.

6. 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 6:00AM. 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 6:00AM.

7. The Publisher shall pay a one-time bonus of $500 to each full-time employee, with pro rata payments to part-time employees, on the first payroll date after ratification of this Agreement. The Publisher will pay a one-time bonus of $250 to each full-time employee, with pro rata payments to part-time employees, by February 1, 2018, or the next regular payroll date thereafter, if the Publisher achieves its revenue goals for 2017. The Publisher will pay a one-time bonus of $250 to each full-time employee, with pro rata payments to part-time employees, by February 1, 2019, or the next regular payroll date thereafter, if the Publisher achieves its revenue goals for 2018.

ARTICLE VI MINIMUM WAGES

1. During the term of this Agreement, employees shall be paid no less than the wages in

effect as of January 1, 2017, as set forth on the attached chart. 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. The Publisher may modify, reduce or eliminate any form of incentive or commission plan or other compensation, reward or recognition above the rates in effect as of January 1, 2017 that was given at the discretion of the Publisher.

2. The Publisher shall notify the Guild of such other incentive or commission plans or other forms of compensation, reward or recognition 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.

3. The Publisher may set wage rates for new hires after January 1, 2017 in the Publisher's discretion, but not below the lowest amount currently paid to an employee in the same job classification.

ARTICLE VII HOURS AND OVERTIME

1. The standard workweek shall consist of five consecutive days totaling thirty-seven and one-half hours and the normal workday shall consist of seven and one half hours. Flexible work schedules may be mutually agreed 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 hours straight-time over four days. No scheduled straight-time shift within a week shall exceed ten hours unless agreed as part of a flexible work schedule. The employee involved or the Publisher may elect to discontinue the four (4) day workweek schedule at any time.

3. All hours actually worked in excess of thirty-seven and a half per week shall constitute overtime and shall be paid at the rate of time and one-half. Paid time off, except for holidays, shall not constitute hours worked for this purpose, and hours for worked holiday time, while paid at one and half times the rate, do not count beyond actual hours worked. 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 in accordance with law.

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 upon 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 hours pay.

7. Any employee called to work on any scheduled day off shall be paid a minimum of four hours pay.

8. Full-time computer support technicians shall be required to assume standby status. Any fulltime 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 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 hours pay at the overtime rate provided he/she works or has worked his/her scheduled workweek. Travel time and 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. Normal workdays and working hours shall be regularly scheduled. Schedules shall provide twelve hours between shifts. Employees shall be given at least two (2) weeks' notice of any change in the regular work schedule, but temporary changes may be made on 48 hours' notice. Temporary changes shall not result in the reduction of hours.

10. The Publisher shall grant reasonable scheduling change requests for legitimate situations, including but not limited to an employee's request to attend appointments, deal with child care issues, etc.

11. Employees may work from home with the agreement of the Publisher.

ARTICLE VIII PART-TIME EMPLOYEES

1. For the purposes of this Agreement, part-time employees are defined as employees who work less than the hours specified for a standard work week of 37.5 hours.

2. Part-time employees shall not be employed where such employment would eliminate, displace or substitute for full-time hours (though the Publisher may replace a full-time position with a single part-time position). The hours of work for part-time employees are determined by the Publisher based on its operational requirements and it is recognized that the Publisher 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. Part-time employees' benefits will be pro rata based upon their hours of work, provided that they work on average at least 20 hours per week, as measured for the six months ending February 28 and August 31 of each year. Benefits available to part-time employees who meet this threshold include pro rata vacation, personal time, holidays, bereavement leave, health insurance, severance, and sick time.

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 Step Two.

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 does 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 AND ARBITRATION PROCEDURE

1. Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

2. For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of terms or provisions of this Agreement and conditions of employment, which arises during the term of this Agreement or extensions thereof. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

3. A grievance may be filed by the Union and/or the Publisher. If the Union files the grievance, the adversely affected employee(s) shall be identified.

4. A grievance, as defined in Section 2, shall be considered in accordance with the following procedure:

Step One: Any employee covered by this Agreement, and the appropriate Union Steward, shall present his or her grievance to the employee's designated immediate supervisor. To be timely and properly filed, a grievance must be presented in writing to the designated immediate supervisor within fourteen days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Publisher first became aware, or should have become aware, of the circumstances giving rise to the grievance. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue, and shall be on the grievance form, a copy of which is attached to this Agreement. Minor errors or omissions shall not automatically constitute a dismissal of the grievance. The moving party shall be afforded the opportunity to amend the firm without penalty to the grievant. The supervisor will hold a meeting within ten days after receiving the grievance consisting of the shop steward and/or the affected employee. The supervisor shall give a written response to the Steward within ten days after the meeting is held. Provided, however, that failure to provide such response within ten days shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented by the Union Representative to the Publisher within fourteen days after the supervisor's response or failure to respond. Within ten days of receiving the Step Two grievance the Publisher may conduct a meeting which may be attended by the Union Representative, the Steward and the affected employee. Within ten days after the meeting is held or after the Step Two grievance was received if no meeting is held, the Publisher shall notify the designated Union official of its decision in writing. Provided, however, that failure to provide such response within ten days shall not constitute admission of merits of any timely grievance, but merely shall automatically advance the grievance to the next step.

Step Three: If the grievance is not resolved at Step Two, the Union or the Publisher shall, if at all, within fourteen days after the Step Two response or failure to respond, make a written request for arbitration to the other party. The arbitrator shall be selected from a permanent panel of arbitrators consisting of Mark Irvings, Michael Walsh, Roberta Golick, Michael Ryan, and [5th arbitrator to be named later]. Should the parties be unable to agree on the selection of an arbitrator from those on the panel, selection for that arbitration shall be made by alternately striking names until one name remains. The party asserting the grievance will strike first. In the event that the remaining arbitrator is not available to hear the grievance within a reasonable timeframe, then the parties agree to submit the dispute to arbitration under the auspices of the Federal Mediation and Conciliation Service and will choose an arbitrator following FMCS's rules. The jurisdiction of the arbitrator shall not exceed those subjects identified in the original Step One grievance document.

Section 5

(a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step One grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award which provides any monetary remedy which includes any time before three months before the grievance was filed, unless neither the grievant nor the Union reasonably could have filed the grievance sooner.

(b) Should the Union want employees to be witnesses at any arbitration hearing, the parties will split evenly the cost of any lost pay incurred by the employee. The Publisher may stagger the release of employees so as to not interfere with operations.

(c) The parties will split evenly the cost of time incurred by a steward or grievant for time spent preparing for or attending any arbitration hearing.

(d) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law. The Arbitrator's decision and award shall be in writing, shall explain in detail the basis of the decision, and shall be issued to the parties within thirty days of the close of the arbitration hearing.

(e) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator and the American Arbitration Association, shall be shared equally between the parties. No party shall be obligated to pay any part of the cost of a stenographic transcript without express consent, but a party that chooses not to purchase a transcript shall not be provided a copy by any means.

(f) There shall be no strikes, sympathy strikes, boycotts, or lockouts 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 does not prohibit informational picketing or other such job actions or other activities protected by the National Labor Relations Act.

(g) Grievances of the same nature involving multiple employees will be consolidated and considered as one grievance. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

(h) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing; provided, however, that (a) discharged employees disputing the grounds of their termination will file their grievances in the initial instance at Step Two; and (b) a grievance initiated by the Publisher shall be discussed with the designated Union Representative and may thereafter be submitted to arbitration by the Publisher within seven days.

Section 6 - Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties in particular situations. A waiver of the time limitations by either the Publisher or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Publisher.

Section 7 - For purposes of computing time under any of the provisions of this Article, "days" shall mean calendar days, including weekend days and holidays.

APPENDIX TO ARTICLE X

GRIEVANCE FORM

Grievance No. [   ]

year – number

Name of Employee-Grievant:____

Job Title:________________________________ Shift:__________________

Specific Contract Article(s) and Section(s) of the Agreement Alleged to Have Been Violated:

____

____

Nature of Grievance (Describe Complaint or Dispute):

____

____

Date Complaint or Dispute First Arose:

Remedy Requested:

Signature of Union Representative/Employee:

Date:

Signature of Employee/Union Representative:

Date:

Meeting Held with Union Representative? Yes No (If no, explain)

Date of meeting and persons present, or explanation why none was held:

****

Step Two Three Response: The grievance was presented to me on and remains Unsettled:____ has been Adjusted_____ on (date).

Signed:______________________________Title:________________________________

Date:________________________________

****

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 maybe 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 shall be eligible for sick pay for scheduled days or hours lost due to a bona fide illness or injury as follows:

    a. 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 five days of sick leave which must be used, if at all, during that calendar year. 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.

a. One-half of accrued sick days 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.

c. Employees with sick banks accrued prior to June 1, 2015 retain those banks.

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.

3. 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. Such leave will be paid for a maximum of 26 weeks. Such leave will be paid at 60% of weekly pay for employees with ten years or less of employment with the Publisher, and at 75% of weekly pay for those with more than ten years of employment with the Publisher.

4. Employees may use any available paid leave (including banked sick leave) to supplement short-term 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 the accrued time will permit.

5. An eligible employee who is off work due to a bona fide illness or injury verified by the employee's physician for more than twenty-six (26) consecutive weeks and who is medically unable to return to work after exhaustion of short-term disability benefits 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 November 30, 2011, 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 Tern1 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 November 30, 2011, the effective date of this Agreement. The Publisher also agrees that, while some elements of ach 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 Section1a, 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 ha8 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, brother-in-law, sister-in-law, or other significant person as approved by management on a case by case basis.

3. Part-time and temporary employees who have worked for more than six (6) months shall be eligible for bereavement leave.

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 NewsGuild, or office of a local or council of The NewsGuild or AFL-CIO, or elected or appointed a delegate to any convention of the NewsGuild 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 hew 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.

5. 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.

6. 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.

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, severance pay and life insurance 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 the period of time engaged in such service.

10. 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 DISCIPLINE AND DISCHARGE

1. New hires shall be subject to a probationary period during their first six months of employment. Discharges within that probationary period shall not be subject to the grievance and arbitration process.

2. The Guild and the Publisher agree that discipline, including discharge, must be administered fairly and consistently for just cause. Discipline will typically be progressive. The offense, facts and circumstances will determine the level of discipline to be applied regardless of prior discipline, if any.

3. a. Any employee engaged in advertising sales may be terminated for failure to achieve or maintain reasonable, written minimum Key Performance Indicators (KPIs) as may be established by the Publisher.

The Publisher will provide the Guild and affected employees 14 days advance notice when KPIs are established or changed.

Salespersons who fail to achieve or maintain the KPIs established by the Publisher will be subject to progressive discipline. Initially salespersons will receive at least one oral warning, followed if necessary by a written warning. Continued failure to meet established KPIs after issuance of a written warning will constitute just cause for termination.

b. A failure by any employee engaged in advertising sales to achieve monthly sales goals for six consecutive months could be just cause for discharge. If extraordinary business circumstances, such as the loss of significant advertiser or material changes in a category of business are causing the salesperson to miss goals but the salesperson is meeting KPIs as described in Section 3(a), above, the Publisher may, in its sole discretion, waive termination for the sales representative.

ARTICLE XVII JOB SECURITY

1. There shall be no layoff except for good and sufficient cause. The size of the staff deemed necessary by the Publisher shall constitute a good and sufficient cause. The Publisher shall give the Guild and affected employees at least fourteen days' written notice of a layoff or employees will receive up to fourteen days pay in lieu thereof. The notices shall contain the names of the employees scheduled to be reduced. The determination of what areas or departments and to what extent layoffs are to be carried out are the sole prerogatives of the Employer.

2. The Publisher may offer a voluntary buyout, pursuant to past practice, before layoffs are implemented. If the Publisher offers a buyout, such buyout offer shall constitute lay-off notice to employees in the specified classifications.

3. Employees who are dismissed through a layoff shall be those within each job classification by department with the least amount of bargaining unit seniority, which shall be determined by an employee's total length of bargaining unit seniority.

Employees with special skill or ability related to listed position competencies may be retained out of seniority order, provided that:

a. The Company may make only one out-of-seniority exception per classification for the term of this Agreement, except for the classifications of reporter and copy editor, as to which the Company may make up to two out-of-seniority exceptions during the term of this Agreement.

b. Prior to making an out-of-seniority reduction, the Company must first offer a voluntary separation in the classification.

c. The Company shall notify the Guild at least two weeks in advance of its intention to lay off out-of-seniority order, naming the individual and the special skill or ability that justifies the exception.

d. An employee displaced due to the above referenced exception shall receive 1 week severance pay with Company-provided health insurance for every 6 months of service, not to exceed a maximum of 30 weeks, and shall be subject to recall for a period of two years should the Company hire in the classification from which the employee was displaced.

e. Any dispute arising out of the interpretation and/or implementation of the above layoff language is subject to the grievance and arbitration process.

f. Union activity or salary level shall not be a factor in these determinations.

ARTICLE XVIII VACATIONS

1. The vacation year begins January 1. The full projected annual vacation accrual shall be made available for use at the start of the vacation year. Employees who are employed as of January 1 accrue one-twenty sixth (1/26) of their annual vacation allotment, as described below, at the conclusion of each pay period.

2. Employees begin accruing vacation accrual credits upon their date of hire.

3. Full-time employees employed as of January 1 will accrue a minimum of two weeks of vacation during that year.

4. An employee who has reached his/her fourth employment anniversary as of January 1 will accrue three weeks of vacation.

5. An employee who has reached his/her seventh employment anniversary as of January 1 will accrue four weeks of vacation.

6. An employee who has reached his/her twentieth employment anniversary as of January 1 will accrue five weeks 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. Vacation shall not roll over into the next calendar year without the approval of the Publisher. In the event of unforeseen circumstances resulting in cancellation of vacation time, if the time is not approved for roll over, such time shall be paid to the employee.

9. Accrued vacation pay shall be paid to an employee, or his/her estate, whose employment is terminated for any reason.

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 by original date of hire.

ARTICLE XIX HOLIDAYS AND PERSONAL DAY

1. New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor 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.

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. Employees who work on a holiday will receive time-and-a-half for all hours worked, and also will receive either straight time pay for the holiday or another day off in the same calendar week, as agreed upon with the employee's manager.

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 will be entitled to one Personal Day and two floating holidays off with pay at straight-time rate, except that new hires whose first day of employment occurs on July 1 or later shall be entitled to only one floating holiday in the year of hire. Such days must be scheduled and approved by the employee's supervisor at least two weeks in advance of being taken. Such days off cannot be carried over from year to year (accumulated). If an employee terminates employment before the Personal Day has been taken, the employee will receive the equivalent in pay upon termination

ARTICLE XX JURY DUTY

1. 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.

2. 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 or more of the standard workweek shall be eligible to receive vision care insurance provided by the Publisher.

2. 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:

3. Disputes over State and Federal Health and Safety Laws may be grieved and arbitrated in accordance with Article X.

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/Gallon self-service unleaded gas			When employee drives less of than 10,00.0 mile/year Cents/mile
222.5	to	232.4	0.330
232.5	to	242.4	0.335
242.5	to	252.4	0.340
252.5	to	262.4	0.345
262.5	to	272.4	0.350
272.5	to	282.4	0.355
282.5	to	292.4	0.360
292.5	to	302.4	0.365
302.5	to	312.4	0.370
312.5	to	322.4	.0.375
322.5	to	332.4	0.380
332.5	to	342.4	0.385

342.5	to	352.4	0.390
352.5	to	362.4	0.395
362.5	to	372.4	0.400
372.5	to	382.4	0.405
382.5	to	392.4	0.410
392.5	to	402.4	0.415
Etc.			

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

3. The Publisher shall arrange or pay for parking for all employees while they are working.

4. The Publisher will pay an annual stipend of $2,500 to full-time photographers, and will pay the cost of necessary repairs for both full- and part-time photographers.

ARTICLE XXIII 401(K)

1. The Publisher agrees to make available to eligible employees a voluntary 401(k) savings program. The Plan documents contain all plan terms and shall govern the construction and application of the Plan. Although the Plan is expected to be available indefinitely, the Publisher reserves the right to terminate the plan.

2. The Employer will match employees' contributions up to 1% of straight-time pay.

3. New hires who do not opt out of the Plan in writing will be automatically enrolled in the Plan, and will have 1% of their wages diverted to the Plan, and the Company will contribute the matching amount; provided, however, that the employee has satisfied the eligibility requirements for the Plan, including but not limited to any waiting period.

ARTICLE XXIV

(Intentionally omitted)

ARTICLE XXV

(Intentionally omitted)

ARTICLE XXVI HEALTH CARE SUBCOMMITTEE

The Publisher and the Union agree to form a special Health Care Subcommittee (with equal representation of the Publisher and the Union) that, throughout the term of this Agreement, will meet and engage in collaborative discussions and fact finding concerning health care insurance coverage. Either party may propose replacements for the current health care plans or additional plans, in which event the parties, through the Health Care Subcommittee, will engage in negotiations, on a permissive basis, concerning such proposals.

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 rate for non-work hours. 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 the One Thousand Five Hundred dollar ($1,500) life insurance policy for those employees who retired from employment with the Portland Press Herald after ratification of this Agreement, 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.

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

4. 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.

5. The Guild and the Publisher agree to meet and bargain in advance of any changes to the health care plan including any changes to the insurance provider.

6. 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.

7. In the event that the Patient Protection and Affordable Care Act or other federal or state legislation establishes or amends requirements or tax traetement relating to health care benefits during the term of this Agreement, this Article may be reopened at the request of either party upon thirty (30) days' notice. Resolution of issues raised under this section shall not be subject to the grievance or arbitration provisions of this Agreement.

8. 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 the IRS legal maximum 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.

9. 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.

10. 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.

11. Dental Plan: Full-time employees shall be eligible to participate in the Publisher's dental insurance plan. 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.

12. 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.

13. 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 provisions, 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 she has been continuously employed by the Portland Press Herald. This shall not exceed twenty weeks.

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 XXVII, 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.

ARTICLE XXIX MISCELLANEOUS

1. 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.

2. 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.

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 d legated 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 the 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 XXXII 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 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 XXXIII INTERNS

Internships are important community outreach and talent evaluating tools. Therefore, interns can be utilized at the discretion of the Publisher, except that no intern shall be used that will result in the layoff of an employee represented by the bargaining unit nor shall any paid intern be utilized for longer than nine (9) months.

ARTICLE XXXIV DURATION AND RENEWAL

1. This Agreement shall become effective as of January 1, 2017 and shall expire on the 31st day of December 2018.

2. If either party wishes to propose a change in any section of this Agreement, that party shall notify the other party in writing at least 60 days prior to December 31, 2018. It is further agreed and understood that if no such notice is provided at the time designated above, the agreement shall run from year to year thereafter, unless either party gives notice of any proposed changes at least 60 days prior to the anniversary date.

IN WITNESS WHEREOF, the Publisher has caused this instrument to be signed in its behalf by Lisa DeSisto, hereunto duly authorized, and the News Guild of Maine, Local 31128, TNG-CWA, has caused this instrument to be signed and executed by its President, Greg Kesich, by vote in accordance with the requirements of the bylaws and constitution of the Guild, this 17 day of March, 2017.

FOR THE PUBLISHER:	FOR THE GUILD:
MAINETODAY MEDIA ACQUISITION, INC.	PORTLAND NEWSPAPER GUILD LOCAL 31128
(d/b/a PORTLAND PRESS HERALD)	
Lisa DeSisto	Greg Kesich

CHART OF MINIMUM PAY
FOR COLLECTIVE BARGAINING AGREEMENT EFFECTIVE
JANUARY 1, 2017- DECEMBER 31, 2018
(ARTICLE VI, SECTION 1)

Job Title Description	Rate				
Ad Sales Lead Generator	$21.54				
Adv Content Producer, Classif & Spec Projects	$26.78				
Advertising Sales Assistant	$18.48				
Artist	$26.03	$26.57			
Assistant City Editor	$27.70				
Assistant Editorial Page Editor	$27.59				
Assistant Features Editor	$27.70				
Assistant Sports Editor	$28.24				
Assistant Web Editor	$27.70				
Circulation Services Representative	$16.07				
Classified Private Party Inside Sales	$18.48				
Computer Support Technician	$23.12	$23.17			
Content Producer	$26.03	$26.32			
Copy Desk Slot	$27.70	$28.24			
Copy Desk Slot - Design Chief	$28.91				
Copy Editor	$20.38	$26.86	$27.39	$28.24	
Copy Editor/Paginator	$26.32				
Corporate Advertising Sales	$27.71	$32.31			
Creative Services Designer, Portland	$17.98				
Creative Services Senior Designer	$26.03				
Creative Services Supervisor	$28.03				
Digital Advertising Operations Specialist	$21.54				
Distribution Assistant	$11.38	$11.71	$12.08	$13.82	$20.34
Distribution Group Leader	$22.90				
Distribution Lead	$15.50	$17.00			
Distribution Maintenance Operator	$23.53				
Distribution Systems Coordinator	$21.00				
Distribution Utility	$13.29				
Editor Editorial Page	$30.12				
Field Representative	$12.18	$12.31	$12.85		
Finance Clerk – Welcome Desk	$16.07				
Finance Clerk IV	$17.87				
Finance Clerk V	$21.69	$23.55			
Head Janitor	$16.59				
Help Desk Supervisor	$25.70				
Imaging Operator	$21.09				
Inside Advertising Salesperson	$15.65	$16.56	$19.81		
Janitor	$14.63				
Lead Circulation Service Rep	$17.68				
Majors/Nationals	$25.42				
Marketing Coordinator	$17.35				

News Assistant	$17.98	$21.26	
Night Web Editor	$28.24		
Obits & Legals Ad Representative	$18.48		
Online Marketing Product Support Specialist	$21.54		
Output Operator	$15.51	$17.37	$18.02
Outside Advertising Salesperson NE	$19.71	$20.85	$22.87
Page Makeup	$18.02	$23.26	
Photographer	$17.98, $19.83, $23.26, $26.03, $26.78, $27.70		
Plant Maintenance	$25.24	$27.98	$30.65
RCD Support Representative	$23.26		
Reporter	$26.03, $23.26, $26.57, $29.74, $30.77		
Single Copy Account Representative	$16.98	$17.33	
Social Media Editor	$28.24		
Special Section Photographer	$26.03		
Sports Assistant	$18.51	$19.84	
Sports Clerk	$13.44, $13.51, $13.54, $15.66, $16.19, $18.51		
Sports Desk Slot	$27.03, $27.56, $27.70, $28.24		
Sports Writer	$20.00	$26.03	
State House Bureau Chief	$27.46		
Video Reporter	$26.03		
Warehouse	$14.63		
Wire Editor	$27.56		

SUPPLEMENTAL AGREEMENT

ADVERTISING COMPENSATION

MaineToday Media Acquisition, Inc. d/b/a the Portland Press (the "Publisher") and the Portland Newspaper Guild Local 31128 of Portland, Maine (the "Guild") agree as follows:

Advertising Salesperson Compensation

Each advertising salesperson has been given an at goal compensation rate, which reflects each person's established base wage combined with earnings from the monthly commissions that are paid upon achieving monthly sales goals.

Commission earnings are based on "at goal", "near goal" and "above goal" performance, and include a monthly platform kicker "MPK" if the salesperson reaches both print and digital revenue goals in the month. Monthly commission payouts are summarized below:

	COMMISSION	**OVER GOAL COMMISSION**			**NEAR-GOAL**	
CLASSIFICATION	**AT OR ABOVE GOAL**	**100-120%**	**over 120%**	**MPK**	**AT 90%**	**90-99 $/%**
Corporate	$1,930	8%	8%	$500	$300	$117
Majors/Nationals	$1,770	8%	8%	$500	$300	$111
Outside Sales	$1,452- $1,593	8%	12%	$500	$300	$85-$96
Inside Sales	$1,153	10%	15%	$500	$300	$61

Separate agreements were established for Lynn Raffa and Lorrie Millar.

At goal means achieving 100% of the monthly revenue goal.

Near-goal payouts begins with reaching 90% of the monthly revenue goal, with an additional payment for each percentage point between 91 % and 99%.

Over-goal earnings are a percentage of all over-goal revenue as shown.

The overall monthly goal is the sum of the print and digital goals. Salespeople who meet both their print and digital sales goals will receive a **multi-platform bonus** of $500 in any month that both goals are met.

Post Separation Commission

The calculation of employees' commissions in the month of separation from employment will be governed by the following:

- At the end of the fiscal month, the employer will calculate revenue generated by the employee for the purpose of determining commission earnings based on performance to goal.

- If the employee has reached goal and separated employment during the first half of the month, the employer will pay 50% of the commission earnings.

- If the employee has reached goal and separated employment in the second half of the month, the employer will pay the full commission earned.

- No commissions will be paid for future business booked by an employee to run after their last month of employment.

- In order to allow time to resolve any credits or adjustments, the final commission payout will be paid one month after current employees are paid for the month the employee left. (Example: an employee who leaves in March will be paid any commissions earned for March in the third week of May.)

- If the employee gives advance notice of the intended separation date and the employer opts to release the employee early with pay, the separation date will be the date the employee originally provided.

Goal Setting

1. **Advance input:** Each sales representative will meet with their supervisor before the goals are set to discuss any factors that should be considered as the goals are established and the employer commits to providing, upon request, information that is relevant to assessing the reasonableness of the projected goal.

2. **Standards of Reasonableness:** Revenue goals should be set at reasonable levels. The following standards will be applied to the setting of goals for each sales representative and will be used as a framework for assessing the reasonableness of goals:

a) A comparison of the questioned goals to the goals of previous comparable periods (by the month, quarter or year, as applicable) and the goals assigned to other sales reps in the same vertical

b) Catastrophic losses or windfall additions to the relevant territory or book of business, (e.g. revenue changes produced by an advertiser going out of business or purchasing a significant onetime campaign)

c) Changes in market conditions that affect advertisers' needs

d) The elimination or addition of products that affect the sales representatives' book of business

e) Unexpected changes in print circulation or digital advertising impressions

f) The timeliness with which the sales representative was provided his/her revenue goals. Specifically, monthly goals should be provided to sales representatives by the last Monday of the month preceding the applicable month; quarterly goals by the last Monday of the month preceding the start of the applicable quarter.

Commission Windfall Reviews

Any performance· in excess of $50,000 above goal will trigger a windfall review, which may result in revenue over $50,000 being excluded from the established commission calculation. However, management may choose to reward such performance with additional bonuses or incentive payments.

Any revenue excluded from the commission calculations will not be included in the subsequent year's sales goals.

Wages for non-work time:

Wage payments for all non-work time (such as sick leave, vacation, bereavement, jury duty, etc.) will be those listed in the table below, effective January 1, 2017. Severance, life insurance and 401(k) contributions will be calculated on the employees' total earnings.

Category	**New Non-Work Paid Rate**
Corporate	30.4785
Majors/Nationals	27.9637
Inside Sales S 1	16.2806
Inside Sales S2	17.2321
Inside Sales S3	18.4813
Outside Sales S1	20.1926
Outside Sales S2	21.6802
Outside Sales S3	23.2565
Outside Sales S4	26.0342