

Rhode Island Suburban Newspapers

with the

Providence Newspaper Guild

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AGREEMENT
between
THE PROVIDENCE NEWSPAPER GUILD
and
RISN OPERATIONS, INC.

This Agreement is made this 15th day of January, 2009 (the ratification date) between RISN Operations Inc., publisher of The Times of Pawtucket and The Call of Woonsocket (the “Employer” or “Publisher”) and The Providence Newspaper Guild, local No. 31041, chartered by the Communications Workers of America, AFL-CIO (the “Guild”) for itself and, as the exclusive bargaining representative, on behalf of all employees in the bargaining unit set forth herein.

It is the intent and purpose of this Agreement to promote and improve the industrial and economic relationship between the Publisher and its employees.

In the event that any provision of this Agreement shall become inoperative by reason of federal or state law, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby during the term of this Agreement.

Article 1. Recognition

Section 1.1 (a) Recognition and Bargaining Unit. The Employer hereby recognizes the Guild as the sole and exclusive collective bargaining representative for all employees in the Editorial Department, Advertising Department, Circulation Department, Maintenance Department and Business Office of the newspapers published by the Publisher in Pawtucket, Rhode Island, and now known as “The Times” and in Woonsocket, Rhode Island, and now known as “The Call,” the newspapers published by the Publisher in Woonsocket, Rhode Island, and now known as the “Northwest Neighbors”, “Cumberland/Lincoln Neighbors” and “Woonsocket/North Smithfield/Blackstone Neighbors” as well as The Times Composition Assistant excluding the positions listed below, and all other supervisors, managers, confidential employees, and guards within the meaning of the Act.

This list is intended to only identify the currently existing exempt positions in those areas represented by the Guild.

Publisher
General Manager
Executive Editor
Group Managing Editors (currently 2 News, 1 Sports)
Director of Advertising
Advertising Manager
Classified Advertising Manager (to be filled)
Administrative Assistants (2)
Director National Accounts
Building Mangers (2)

Circulation Director (to be filled)
Single Copy Sales Managers (2)
Distribution Director/Manager
Controller
Director Technology

Section 1.1 (b) Should there be a dispute between the parties over a position which the Publisher wishes to exempt, the unresolved issue shall be submitted to expedited arbitration through the American Arbitration Association. If the position in dispute has previously been covered by the Agreement as a non-exempt position or if a bargaining unit employee is hired to fill a newly created position, then the employee hired for the position in either case shall be covered by the terms and conditions of this Agreement until the matter is decided or ninety (90) days have elapsed since the filing with AAA, whichever occurs first. The award of the arbitrator shall be final and binding.

Section 1.2 Jurisdiction. Jurisdiction of the Guild is the kind of work either normally or presently performed by the employees covered by this Agreement and any other kind of work assigned to be performed by said employees. Performance of such work, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Publisher covered by this Agreement, except that past practices in regard to duties performed by employees specifically exempted from this Agreement shall continue during the life of this Agreement.

Section 1.3 Correspondents

(a) The Publisher shall determine the assignments of a reporter or the use of a correspondent in those areas where a reporter is normally assigned. The Publisher is limited to the use of eight (8) correspondents on any one (1) day, except more may be used for special sections, i.e., Momentum, Business Review, etc. upon consultation with and agreement with the Guild. Nothing in this section shall limit the Publisher's acceptance of news items that would not normally be covered by a reporter.

(b) There shall be no use of correspondents in the cities of Pawtucket and Central Falls, except: (1) on the basis of how correspondent copy has traditionally been used (i.e., sport reports by students correspondents, correspondent stories on neighborhood features, etc.); (2) if the total number of correspondents, including those used in Central Falls and Pawtucket, does not exceed the limit of eight (8) as outlined in subsection 1.3(a) above; (3) that correspondents may be used for special sections, i.e., Momentum, Business Review, etc. as outlined in subsection 1.3(a) above; or (4) emergencies.

(c) The Publisher is not limited in its use of correspondents (except as noted in Section 1.3(a) above) in those areas not regularly covered by a reporter now or in the future.

(d) The Publisher shall not use correspondents to replace any reporter currently employed.

Section 1.4 Independent Contractors

(a) All persons who are employed by the Publisher as an independent contractor (1099 employees) as distinguished from a weekly salary basis (w-2 employees), for a special job or series of special jobs shall be exempt from the application of this Agreement, but no such person shall be employed to permanently replace any employee covered by this Agreement, and the Publisher agrees that whenever it is feasible to do so, it will give prior written notice to the Guild of the employment of any such person.

(b) All temporary employees and all summer replacements shall be subject only to the wage and hour provisions of this Agreement and shall otherwise be exempt from the application hereof.

Article 2. Union Security

Section 2.1 Union Security

(a) All employees covered by this Agreement who are members of the Guild on the effective date of this Agreement (for this Agreement the effective date shall be the ratification date), or who thereafter become members shall as a condition of employment maintain their membership for the duration of this Agreement.

(b) No current employee not presently a member of the Guild shall be required to become a member of the Guild by virtue of this agreement. Not less than nine (9) out of every ten (10) employees, without regard to department, hired after the date of this Agreement shall, as a condition of employment, as soon after their date of hire (or the date of ratification of Agreement) as legally permissible, thirty (30) days, become and remain members of the Guild for the duration of this Agreement.

Section 2.2 Checkoff. Upon an employee's voluntary written assignment, the Publisher shall deduct weekly from the earnings of such employee and pay to the Guild treasury once a month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished the Publisher by the Guild. An employee's voluntary written assignment shall remain effective in accordance with the term of such agreement.

Section 2.3 The Guild shall provide the Publisher with duly executed authorizations to deduct Guild membership dues, assessments and/or fees that shall be in a lawful form. The Publisher shall honor said authorizations and transmit to the Guild the money collected within 28 days of the close of the month in which such funds were collected. The Guild agrees to indemnify the Publisher and hold it harmless for any and all claims, costs, fees and or charges of any kind, nature or description that may arise out of the honoring by the Publisher of the voluntary dues deduction authorizations in accordance with the provisions of this article other than a claim, cost, fee or charge based on a late transmittal of collected funds.

Article 3. Information

Section 3.1 Information Concerning New Hires. The Employer shall furnish to the Guild in writing within a week after their employment, the respective names, addresses, dates of birth, social security numbers, dates of hiring, contract classifications, salaries, and experience ratings of persons employed after the date of this Agreement.

Section 3.2 Information to be Furnished Monthly. The Employer shall notify the Guild monthly in writing of:

- (a) Merit increases paid by name of the employee, individual amount, resulting new salary, and effective date.
- (b) Step-up increases by name of the employee, individual amount, resulting new salary, and effective date.
- (c) Changes in classification, salary changes by reason thereof, and effective date.
- (d) Resignations, retirement, deaths and other revisions in the date listed in Section 3.1, and effective dates.

Section 3.3 Names and Salaries. The Employer shall furnish to the Guild in writing within 10 days of the request the names and salaries of persons covered by the Agreement. This information is to be furnished at reasonable intervals.

Section 3.4 Criticisms, Warnings, and Right to Respond. The Publisher shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. No derogatory personnel record other than a suspension shall have any effect after one (1) year following its date, provided no subsequent derogatory record has been placed in said file during the interim period. Suspensions shall not have any effect after two (2) years following its date provided no subsequent derogatory record has been placed in said file during the interim period, other than a suspension of thirty (30) or more days.

Article 4. Grievance Procedure

Section 4.1 Grievance Committee and Definition of a Grievance. The Guild shall designate a committee of its own choosing to take up with the Employer or a committee of the Employer's choosing, any difference or dispute between the parties ("grievances") arising during the term of this Agreement or affecting relations of the employees and the Employer, provided, however, that no more than five (5) members of such committee shall be present at the same time at such meeting(s), but said committee may have in addition to said number an outside representative to assist it.

Section 4.2 Time Limits. (a) All grievances shall be submitted in writing to the other party within ninety (90) calendar days after the Guild knew, or reasonably should have known, of the events giving rise to the grievances, or else the grievances shall be deemed to have been waived.

(a) (b) Efforts to adjust grievances shall be at a mutually agreed time other than working hours for union committee members, or at other times at the discretion of the Employer. The committee shall meet within ten (10) days of the filing of the grievance.

Section 4.3 Arbitration. If the committee and the Employer or its representative cannot reach a mutual agreement within thirty (30) days (but this may be extended by an additional seven (7) days by either party) from the date the grievance is first submitted to the Employer, the two (2) sides shall, by motion of either side, select an arbitrator. If an arbitrator is not selected within ten (10) days of the motion, the arbitrator shall be selected in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The cost of such arbitration shall be borne equally by the parties, except that no party shall be obliged to pay any part of the cost of a stenographic transcript without its express consent. The decision of the arbitrator shall be final and binding on the parties.

Section 4.4 Authority of the Arbitrator. The arbitrator shall have no power to add to, change, or modify any provision of this Agreement. Nothing herein shall obligate either party to arbitrate differences representing a succeeding contract.

Section 4.5 Conditions Prevailing. Contractual conditions prevailing prior to the time a grievance arises shall remain unchanged pending final settlement of the grievance as provided herein.

Article 5. No Strike / No Lockout

Section 5.1 No Strike / No Lockout. Since this Agreement provides for the orderly and amicable adjustment of any and all disputes, there shall be no strikes, slowdowns, boycotts or other interference with the operation of the newspapers, and there shall be no lockouts during the term of this Agreement. The Guild agrees that if, in violation of this Section, members of the Guild engage in strikes, slowdowns, boycotts or other interference of work, it will immediately order the cessation of such activity and full resumption of work.

Section 5.2 Struck Work. Employees shall not be required to handle work received from or destined to another employer or publication whose employees are engaged in a strike against such employer or publication which has been sanctioned by The Communications Workers of America or any local thereof, provided the Guild has provided the Publisher with 48 hours notice. Work received from or destined to any press or news service shall not be covered by this provision unless said press or news service is the employer being struck.

Section 5.3 Authorized Picket Line. Employees shall not be required to cross an authorized picket line at their place of employment, and in this event shall not be paid.

Article 6. Security

Section 6.1 Dismissals. There shall be no dismissals except:

(a) for just and sufficient cause, or

- (b) to reduce the force, or
- (c) at the sole discretion of the Employer within the probationary period.

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

Section 6.2 Notification. (a) In the event of a contemplated dismissal, except for gross misconduct, the Employer shall give the employee involved and the Guild not less than two (2) weeks written notice thereof. The notice shall contain the cause for dismissal.

(a) (b) In cases of dismissal for gross misconduct, the Employer agrees to inform the dismissed employee and the Guild, in writing, of the cause for dismissal either at the time of the dismissal or as soon thereafter as is practicable.

Section 6.3 Reduction in Force. (a) In determining the Employees to be dismissed to reduce the force, the primary consideration in selection of Employees to be retained shall be seniority in the classification involved except where the Publisher can demonstrate that an Employee has special abilities for particular functions or a substantial difference in ability relative to other employees.

(b) Subject to 6.3(a) above, no person who has navigated through a sequence of Guild contract classifications with this company shall be compelled, however, to accept a lay-off without first having the choice of bumping back into a classification already achieved, at the necessary reduction in pay, if any. Employees so displaced shall be rehired in the order of their seniority before any new employees are hired in their classification provided they have the skills and ability necessary to perform the available work.

Section 6.4 New or Modified Methods, Processes, or Equipment.

Any employee in the bargaining unit who has completed eight (8) years of continuous, full-time service with the Company who is laid off because his or her job is eliminated as the result of the introduction of new or modified methods, processes or equipment shall be entitled to an additional four (4) weeks severance pay than is provided for elsewhere in this Agreement

Section 6.5 Probationary Period. An employee shall be on probation for the first ninety (90) consecutive days of employment.

The Publisher shall evaluate the employee during his/her probationary period and discuss said evaluations with the employee. Failure to do so, however, shall not be arbitrable, and shall in no way limit the Publisher's right of discharge detailed in the paragraph below.

During the probationary period, the employee will be subject to discharge, at the Company's sole discretion and such action shall not be subject to the grievance procedure specified in this Agreement.

Article 7. Dismissal Pay

Section 7.1 Dismissal Pay. All employees dismissed from employment shall receive one (1)

week's pay for each six (6) months of services (or major fraction thereof) with the Publisher in a department covered by this Agreement other than employees who have been dismissed for gross misconduct or have been determined by an Arbitrator to have been dismissed for just and sufficient cause. Such pay shall not exceed an amount equal to twenty-six (26) weeks minimum salary. In cases of Times employees whose names appear on Exhibit A attached to the back of this contract, the maximum of such pay shall not exceed an amount equal to thirty (30) weeks minimum salary. Except for discharges for gross misconduct, the Employer may not insist on going to arbitration when the Union has determined to accept dismissal pay in lieu of contesting a discharge.

Dismissal pay is to be computed at the employee's regular minimum base pay, excluding premiums such as shift differential, overtime or move-up pay, as of the time of separation, except that an employee dismissed to reduce the force or because of job elimination will be paid at the highest such minimum base pay received during the last twelve (12) months of service with the Publisher.

The minimum base pay of a dismissed salesperson will include the average weekly regular commission paid in the twelve (12) months immediately prior to the dismissal.

An employee dismissed to reduce the force who is subsequently rehired shall have his service for any future dismissal pay calculated from the date of rehire.

Article 8. Transfers and Promotions

Section 8.1 Transfers. (a) Transfers to or from out-of-town offices shall be subject to the grievance procedure as outlined in this contract, if the employee so elects. Any employee transferred to or from any out-of-town office shall have the actual expenses of such transfer paid by the Employer.

(a) (b) No employee shall be transferred by RISN to another enterprise without his or her consent. An employee shall not be penalized for refusing to accept such transfer.

(b) (c) Assigning Employees to work at the Employer's facilities for the Woonsocket Call or the Pawtucket Times shall not be considered a transfer.

Section 8.2 Promotions. (a) In matters involving promotion or what any employee may regard as a promotion, the Employer agrees to continue using length of service as a factor. No employee shall be required to accept a promotion or be discriminated against for refusing to accept a promotion.

(a) (b) If the Employer intends to fill a vacancy or new position in the bargaining unit, the Employer shall post notice thereof ten (10) days in advance of filling said vacancy or position.

Article 9. Hours and Overtime

Section 9.1 (a) Except as stated in 9.1 (b) below, a period of up to seven and one-half (7-1/2)

consecutive hours, exclusive of a lunch period not exceeding one (1) hour, shall generally constitute the work day or night, but any employee shall work overtime at the Publisher's request. The basic normal work week shall be thirty-seven and one-half (37-1/2) hours consisting of five (5) days or nights except as stated below. The Publisher shall designate the starting time and the particular days or nights which shall be worked by an employee during the period from Sunday to Saturday, inclusive, and which shall constitute his/her normal basic work week and may change the same from time to time thereafter upon seventy-two (72) hours' notice to the employee affected unless such employee shall agree otherwise, but it is understood that no such agreement shall be required.

(b) In the case of work assignments with respect to the coverage of professional sporting events, political conventions and work assignments outside the Publisher's circulation area, and in the case of any news emergency, the number of work hours in a given day will be as required after discussion with management; however, overtime shall be paid for hours over thirty seven and one-half (37-1/2) in a week.

Section 9.2 By mutual consent an employee and the Publisher may arrange for individual employees to work a four (4) day, thirty seven and one-half (37-1/2) hour week at straight time on an occasional or permanent basis. Either the employee or the Publisher may cancel the agreement by informing the other party in writing before the following week's schedule is posted.

Section 9.3 Overtime shall be paid for all work performed in excess of seven and one-half (7-1/2) hours in any one (1) day or night or thirty seven and one-half (37-1/2) hours in any one (1) week, whichever is greater. The Publisher shall compensate for all overtime at the rate of time and one-half in cash, or may, by mutual consent, compensate in part or in full with time off at the overtime rate.

There shall be no deduction from overtime or vacation credit earned or to be earned on account of time off due to sickness or injury, except by employee agreement; or holidays.

No employee shall work overtime except by authority of the Employer or his duly authorized representative.

Section 9.4 Any employee called back to work after his/her regular working day or night shall be paid for time traveling to and from such extra work in addition to the time worked (except for travel time specifically made between home and office), all at the overtime rate as aforesaid. Any employee called back to work on his/her day or night off shall be guaranteed at least four (4) hours of work at the overtime rate.

Any employee called to work before his/her regular working day or night shall be paid for all time worked prior to the commencement of his/her regular working day or night at the overtime rate as aforesaid in addition to his/her regular day's pay unless he/she shall have been notified by the Publisher to report to work at such time during the working hours of the preceding day or night.

Section 9.5 Work Schedules. (a) Work schedules of days for employees shall be posted two (2) weeks in advance of the week for which they apply. Hours for the days scheduled shall be posted

at least one (1) week in advance of the week in which they apply, subject to change pursuant to Section 9.1(a) and in the event of emergencies, including, in the case of the news room, unforeseen needs in coverage as per past practice.

(a) (b) The Employer will continue to make every effort to have twelve (12) hours between shifts in the Editorial Department.

Section 9.6 The Publisher shall cause a record of all overtime to be kept which record shall be made available to the Guild at reasonable times.

Article 10. Holidays and Personal Day

Section 10.1 Holidays and Personal Day. (a) The following days are the recognized paid holidays: New Year's Day, Memorial Day, Fourth of July, VJ Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and one (1) Personal Day. Personal days shall be available after 90 days of employment.

(b) Any employee assigned to work a shift on a paid holiday other than a personal day, shall be paid at the overtime rate of time and one-half. Employees covered under this Agreement who are required by the Publisher to work Thanksgiving Day or Christmas Day shall be paid at double his/her normal daily rate. Any employee who is assigned to work a shift starting after 12 p.m. (noon) on Thanksgiving Eve, Christmas Eve or New Year's Eve shall be paid at the overtime rate of time and one-half.

(c) Should the state eliminate VJ Day as a legal holiday, the Publisher shall grant each employee an additional personal day.

Section 10.2 Employees covered by this agreement shall be paid their minimum weekly salary for the week in which such holiday shall fall if they work the full number of scheduled hours on their regularly scheduled shifts next preceding and next following such holiday. If such holiday shall fall while an employee is on sick leave, he/she will be paid the sick pay he/she has been receiving.

Employees on military training (not to exceed two (2) weeks) shall receive holiday benefits.

Section 10.3 If the day or night off of any employee shall fall on any of the foregoing holidays, the Publisher shall designate another day or night off for such employee at such time as its work requirements permit either during such week or within thirty (30) days thereafter, unless a different time is mutually agreed upon between the Publisher and the employee involved.

Section 10.4 Any employee who actually works four (4) days or nights in a week containing one (1) of the foregoing holidays and is required to work on a fifth day during such a week other than on the holiday or a day celebrated as the holiday shall be paid for time worked on said fifth day (guarantee of four (4) hours minimum) at the overtime rate computed on the employee's minimum weekly salary as provided in Sections 1 and 3 of Article 9 hereof in addition to his/her minimum weekly salary for the week in which such holiday shall fall, except as provided in

Section 10.3 above.

Article 11. Vacations

Section 11.1 Vacation Schedule. Employees shall be granted paid vacation according to the following schedule:

- (a) Employed less than four (4) years as of June 1st: two (2) weeks.
- (b) Employed for four (4) years or more by June 1st: three (3) weeks.
- (c) Employed for ten (10) years or more by June 1st: four (4) weeks.
- (d) Employed for twenty-five (25) years or more by June 1st: five (5) weeks.

Section 11.2 Employees who have actually worked less than two hundred (200) shifts in the twelve (12) -month period preceding January 1st shall receive vacation on the following basis:

- (a) Employed less than four (4) years, one (1) day for each twenty (20) days actually worked.
- (b) Employed for four (4) years or more, one (1) day for each thirteen (13) days actually worked.
- (c) Employed for ten (10) years or more, one (1) day for each ten (10) days actually worked.
- (d) Employed for twenty five (25) years or more, one (1) day for each eight (8) days actually worked.

Section 11.3 The rate of pay for the vacation period shall be the employee's minimum weekly salary

Section 11.4 Those entitled to vacations will receive vacation pay in advance at the end of the financial week immediately prior to the vacation period.

Section 11.5 The vacation schedule shall be arranged by the Publisher to assure satisfactory production. It is agreed that preferable weeks will be granted on the basis of seniority where possible, the Publisher to have final authority in determining the same.

Section 11.6 Vacation credits shall accrue to July 1st of any year to employees who leave voluntarily or are discharged to reduce the force or by reason of incapacity or death sever their connection with the Publisher after July 1st of any year. In case of the incapacity or death of any employee, vacation pay based upon all of the vacation credits then accrued shall be paid as soon as it is practicable to such employee, wife, husband or his/her representative. Payment shall be

made to the employee's closest surviving relative, or, if in dispute, to the employee's estate, as determined by state law.

Section 11.7 Vacation credits must be used within the calendar year immediately following the year in which the credits were earned. No employees will be allowed to forego a vacation in any calendar year for the purpose of adding to the length of the vacation in any succeeding year. Fractional credits will not be carried forward into the following calendar year.

Section 11.8 It is further agreed that if illness, accident, death, or some extraordinary event creates a shortage of competent employees, vacation days may be deferred.

Section 11.9 It is also agreed that if the vacation of any employee shall include any holiday for which payment is to be made by the Publisher under this Agreement, such employee shall be given an additional day of vacation to be taken at such time as the Publisher shall determine.

Section 11.10 Any employee entering active military service with any branch of the Armed Forces of the United States will receive vacation pay based on all the vacation credits then accrued to him/her.

Article 12. Health Insurance and Fringe Benefits

Section 12.1 Medical and Dental Coverage

The Publisher will provide a BCBS HM CTC base plan, or its equivalent, to all enrolled employees. The plan shall contain the following:

PCP office co-pay-- \$15
Specialist office visit -- \$25
Lab, Diagnostic, X-ray -- \$0
Emergency Room co-pay-- \$100
Urgent Care co-pay -- \$25
Deductible Indiv/Family -- \$500/\$1,000
Copay after deductible -- 10%
Out of pocket max Indiv/Family \$2,000/\$4,000
Prescription Generic/Preferred/non-preferred -- \$7/\$25/\$40
Mail order (90 days) 3 for 2.5

Out of network 30% co-insurance

Deductible Individual/Family -- \$500/\$1,000

Out of pocket max Indiv/Family \$4,000/\$8,000

The publisher will pay 70 percent of the monthly premium upon implementation and the employee 30 percent. Thereafter, the Publisher will pay 70 percent and the employee 30 percent of any subsequent annual increase in the premium of the BCBS HM CTC base plan.

The Publisher will provide a Delta Dental plan for employees on a single or family basis with benefits per Exhibit D. The Publisher will pay 70 percent of the monthly premium upon implementation. Thereafter, the Publisher will pay 70 percent and the employee 30 percent of

any subsequent annual increase in the premium of the BCBS HM CTC base plan.

The parties shall establish a Cost Containment Committee (CCC) composed of two (2) members appointed by the Publisher and two (2) bargaining unit members appointed by the Guild. The Committee will meet to review the Company's health insurance plan in an attempt to secure documented cost savings. They will also recommend program improvements, modifications and changes for the consideration by the Company and Guild negotiating committees including alternate programs to be available at employee's expense. The CCC will meet no less than quarterly. The Publisher and Guild Representative will be ex-officio members.

Section 12.1 (a) The Publisher will continue to offer other current health care plans, to the extent still available from the carrier. An employee electing one of these plans will pay the additional cost to the Publisher of the plan over the cost to the Publisher of the BCBS HM CTC base plan.

Section 12.2 The Publisher may, at any time hereafter upon no less than thirty (30) days notice but as soon as practicable and in consultation with the Cost Containment Committee, substitute a medical or dental coverage with another insurance carrier of its choosing, or provide coverage on a self-insured basis through a third party administrator, provided such substitute coverage shall be substantially equivalent to coverage described in Section 12.1.

Section 12.3 (a) Flexible Spending Account: A flexible spending account will be established to allow employees to contribute pre-tax dollars to pay for any approved expenses.

Section 12.3 (b) Life insurance: The Publisher agrees to cover each full-time employee with three (3) months or more of service with group life insurance in the amount of \$20,000, which shall be increased to \$25,000 in the third year of the agreement.

Section 12.4 Pension/Retirement

Upon execution of the Agreement, the Publisher shall participate in the TNG Pension Plan (TNGIPP) and contribute \$5 per week for each participating full-time employee. The amount of the contribution shall be increased to \$7.5 per week in year 2 and \$10 per week in year 3, the publisher will pay 13.3 cents per hour worked for part timers, to be increased to 20 cents per hour in year 2 and 26.67 cents per hour in year 3 of the contract. For employee in departments of the Pawtucket Times covered by the Pawtucket contract on February 5, 2007, payments shall be retroactive to February 5, 2007 or their date of hire, whichever is less.

Section 12.5 Should the Trustees for any reason, including but not limited to, the formulation and adoption of a Rehabilitation Plan require the Publisher to pay an amount greater than set forth in section 12.4 above in any manner including contribution or surcharge, said amount shall be offset by a reduction of weekly wages.

Article 13. Sick Leave

Section 13.1 After one year of service full-time employees are eligible for ten (10) days of paid sick leave per year. Part-time employees with more than one (1) year of service are eligible for prorated paid sick leave based on hours worked the previous year. Unused days shall not carry over to a succeeding year.

Section 13.2 When sick, an employee must notify his/her supervisor as soon as practicable. Failure to report for work without notification being made within twenty-four (24) hours may result in discharge. An employee who abuses the sick time benefit may be discharged. In cases where there is a pattern of abuse and for any absence of three (3) or more days, the Publisher maintains the right to require medical evidence of illness.

Section 13.3 Any employee who uses two (2) days of sick days or less in a calendar year shall receive one (1) personal day off with pay in the following calendar year. Said personal day shall be taken at a time mutually agreed upon between the Publisher and the employee involved.

Section 13.4 (a) All regular full-time employees who have completed one (1) year of service who become disabled for more than seven (7) consecutive calendar days are eligible to receive supplemental sick pay (SSP). Those part-time employees listed on Exhibit C will be permitted to keep and use the sick leave they have accumulated as of the execution of this agreement but will not be permitted to bank further sick leave.

(a) (b) The program provides for continuation of base salary (at 60%) while an employee is disabled. The amount of SSP will be paid as follows:

(1) (1) First week of disability:

The employee must use any available sick days. If all sick days have been used, the employee may use vacation days. If all sick and vacation days have been used, employee will receive no pay.

(2) Second through twenty-sixth week of disability:

Full pay for each day where sick days are still available. Otherwise, 60% of salary at the time of disability.

(b) (c) Each current employee may retain his/her current sick leave bank and use these days for the initial SSP period. Each of these banked days will be equivalent to 1.67 SSP days. When the sick leave bank is used up, should the employee not be able to return to work or should they incur a subsequent disability, they will be entitled to use any remaining SSP days. For example, 20 banked days is equivalent to 33.4 SSP days, therefore this person would have 96.6 SSP days remaining ($5 \times 26 = 130$ SSP days, 130 SSP days $- 33.4$ SSP days = 96.6 remaining) after their 20 banked days were used up. Once the remaining SSP days are used up the employee must return to active full time employment for a period of 52 weeks to be eligible for the SSP described in 13.4b.

Section 13.5 The maximum amount of SSP benefits is 26 weeks in any 52 consecutive week period. To be eligible for additional SSP benefits beyond these 26 weeks, employees must return to active full-time employment for a period of 52 weeks. (Employees listed in Exhibit C must return to their prior scheduled allotment of hours.)

Section 13.6 In order to receive the SSP benefit, the employee and his/her doctor must complete necessary disability claim forms. These forms can be obtained from, and must be returned to, the

human resources department.

Section 13.7 Furthermore, disabled employees must supply the human resources department with medical documentation of disability every four (4) weeks. Failure to comply may result in the SSP payment being suspended.

Section 13.8 SSP will be paid to eligible employees covered by Worker's Compensation only if the Worker's Compensation benefit is less than the SSP benefit. In that case, SSP will make up the difference between the two benefits.

Article 14. Other Leaves of Absence

Section 14.1 Union Leaves.(a) The Publisher shall grant leave or leaves of absence, upon request, to any employee who is elected or appointed an officer of the Guild or CWA or AFL-CIO national, regional or local. Such leave shall be granted without pay. The time spent on such leave shall be considered time worked without a break for the purpose of computing seniority, but shall not be considered time worked in computing any payment by the Publisher to the employee. At no time shall more than one employee be absent on such leave, and that such leave of absence shall not exceed one (1) year. Such leave may be extended upon mutual agreement.

Section 14.2 The Publisher shall grant a leave of absence, without pay, of one (1) week, upon request, to any employee(s) who is (are) named a delegate to a Guild or CWA district, sector or national conference or convention, or AFL-CIO Convention, for the purpose of actually attending the convention; provided that the Publisher is not required to grant such leave to more than two (2) employees in any of the department groups listed below.

1. News -- consisting of the photo and editorial departments.
2. Advertising -- consisting of the classified ad, retail ad and layout departments,
3. Commercial -- consisting of the business office, inside circulation and maintenance and service departments.
4. Field Circulation -- consisting of employees working in departments not listed above.

Section 14.3 Parental Leave. Parental leave and adoption leave of up to six (6) months without pay shall be granted upon request and satisfactory evidence that adoption proceedings will take place. An employee returning from unpaid leave shall be reinstated in her/his job at the salary she/he would have received had her/his employment with the Employer been continuous. Such leave of absence shall not serve to cancel previously accumulated credits towards dismissal pay, vacation, experience rating and other benefits of this Agreement, provided, however, that the time spent on such leave of absence shall not be counted in computing credits towards dismissal pay, vacation, experience rating and other benefits of this Agreement.

- (a) The leave may commence on or after the birth of the child and may extend no longer than the child's first birthday.

(b) The leave must be continuous.

(c) Where both parents are employed by the Employer, maternity and paternity leave may not be taken simultaneously.

(d) Adoption leaves will be available to the parents of a legally adopted child five (5) years or younger and the same rules as governing paternity leaves will apply.

(e) In cases where less than four (4) weeks notice is provided, the Publisher will use best efforts subject to operational needs to permit that portion of a leave request that is beyond three (3) days to begin and end as requested. In the alternative, employees may take leave under the Family Medical Leave Act.

Section 14.4 Maternity Leave. Maternity leave of up to six (6) consecutive months without pay shall be granted upon request. However, the Company shall not be obligated to grant maternity leave prior to the seventh month of pregnancy unless recommended by the employee's physician. An employee returning from unpaid leave shall be reinstated in her job at the salary she would have received had her employment with the Employer been continuous. Such leave of absence shall not serve to cancel previously accumulated credits towards dismissal pay, vacation, experience rating and other benefits of this Agreement, provided, however, that the time spent on such leave of absence shall not be counted in computing credits towards dismissal pay, vacation, experience rating and other benefits of this Agreement.

Section 14.5 Discretionary Leave. In its discretion, upon a requisite showing of need, the Employer may grant leaves of absence without pay for such periods of time as it determines to be appropriate.

Section 14.6 Bereavement Leave. (a) In the event of a death in an employee's immediate family (husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, domestic partner, or grandchild) the employee will be allowed up to a maximum of three (3) days absence from work, without loss of pay, for the purpose of attending funeral services and making the necessary arrangements therefore.

(b) In the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, or other household member the employee will be granted one (1) day off for the purpose of attending the funeral. If the employee otherwise would have worked on the day of the funeral, he/she shall suffer no loss of straight-time pay for that day. Nothing herein shall prohibit an employee from requesting additional bereavement leave.

Section 14.7 Jury Leave. Any employee required to serve on a State or Federal jury, or testify before a State or Federal Court, will be paid the difference between remuneration received for such jury service and his/her straight-time wages for a maximum of forty (40) days. Employees will be required to present the Employer evidence of days served and payments made to him/her by the Court for his/her service as a juror and/or witness.

Article 15. Military Service and National Emergency

Section 15.1 Service. Any employee who, since June 24, 1948, has left, or leaves a position other than a temporary position to enter the armed forces or the Public Health Service for training and service, who receives a certificate of satisfactory completion of training and service, shall be restored to such position or to a position of like seniority, status and pay, provided (1) he/she is still qualified to perform the duties of such position, and (2) he/she makes application for reemployment within ninety (90) days after he/she is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one (1) year. If he/she is not qualified to perform the duties of such position by reason of disability sustained during such service, but is qualified to perform the duties of any other position in the employ of the newspaper, he/she shall be restored to such other position the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay, or the nearest approximation thereof coexistent with the circumstances of his/her case; or if no employment can be found he/she shall receive severance pay, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

Section 15.2 Benefits. Severance pay, seniority, vacation eligibility and eligibility to participate in insurance or other benefits offered by the employer shall accrue during the period of service, and any employee restored to a position in accordance with this provision shall not be discharged from such position without cause within one (1) year after such restoration.

Section 15.3 Replacements. Any person employed as a replacement to employees covered by this Article shall be entitled to all rights and privileges of this contract except those conflicting with the temporary status of employment.

Section 15.4 Conformance with Law. It is the intention of this clause to conform to Federal Law, and the amendments thereto, covering such reemployment. Any disagreement concerning these provisions on military service shall be subject to grievance procedure.

Article 16. Part-time and Temporary Employees

Section 16.1 A part-time employee is one who is hired to work regularly less than seventy-five percent (75%) of the work week provided in this Agreement. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months unless agreed to by the Guild, except when replacing an employee on a leave of absence not to exceed one (1) year. The Guild shall be notified in writing as to the nature of such project and its duration.

Section 16.2 Part-time and temporary employees shall not be employed where, in effect, such employment would eliminate or displace a regular full-time employee.

Section 16.3 A part-time employee shall be paid on an hourly basis equivalent to the weekly minimum salary provided for the employee's classification and experience, and shall advance on the scale of wage minimums and receive all benefits (at the applicable wage scale at which the benefits were accrued) based on length of employment with the Publisher, and not on actual hours worked.

Article 17. Minimum Salaries and General Wage Provisions

Section 17.1 (a) Minimum Salaries.

Class	Title	1	2	3
1	Reporters & Photographers	\$ 480.00	\$ 560.00	\$ 630.00
2	Copy Editor	\$ 500.00	\$ 600.00	\$ 642.00
3	Assistant Editor	\$612.00	\$660.00	
4	Editorial Assistant	\$ 415.00	\$ 450.00	\$ 480.00
5	Layout Artist	\$ 454.00	\$ 487.00	\$ 520.00
6	Accounting clerk	\$ 375.00	\$ 392.00	\$ 410.00
7	Ad Clerk	\$ 375.00	\$ 392.00	\$ 410.00
8	Switchboard/Receptionist	\$ 335.00	\$ 345.00	\$ 365.00
9	District Manager	\$ 425.00	\$ 435.00	\$ 445.00
10	FT/PT Customer Service Rep. (Circ Clk)	\$ 415.00	\$ 450.00	\$ 480.00
11	Janitor	\$ 375.00		
12	Loading Dock Mgr.	\$ 7.50	\$ 7.70	\$ 8.00
13	Redelivery driver/ Asst Single Copy mgr/Asst DM.	\$ 7.50	\$ 7.70	\$ 8.00
14	Ad Sales rep	\$ 500.00		
15	Inside Sales Representative	\$ 330.00	\$ 350.00	\$ 380.00
16	Advertising Telemarketing	\$ 400.00	\$ 425.00	
17	Sales Assistant	\$ 375.00	\$ 390.00	\$ 405.00

Section 17.1(b) Advertising Incentives

(1) Outside Advertising Sales Representatives Commission Structure

Revenue Sold 4 week month			Commission Percentage	Revenue sold 5 week month			Commission Percentage
Under	\$17,000		0.00%	Under	\$21,000		0.00%
	17001 to	18,000	1.00%		21,001 to	22,000	0.50%
	18001 to	20000	2.00%		22,001 to	23,000	1.00%
	20,001 to	22000	3.00%		23,001 to	24,000	1.50%
	22,001 to	24,000	3.50%		24,001 to	25,000	2.00%
	24,001 to	25,000	4.00%		25,001 to	26,500	2.50%
	25,001 to	27,000	4.50%		26,501 to	28,000	3.00%
	27,001 to	29,000	5.00%		28,001 to	29,500	3.50%
	29,001 to	31,000	5.50%		29,501 to	31,500	4.00%
	31,001 to	34,000	6.00%		31,501 to	33,500	4.50%
	34,001 to	37,000	6.50%		33501 to	36,000	5.00%
	37,001 to	40,000	7.00%		36,001 to	39,000	5.50%
	40,001 to	45,000	7.50%		39,001 to	42,000	6.00%
Over	45,000		8.00%		42,001 to	45,000	6.50%
					45,001 to	50,000	7.00%
					50,001 to	55,000	7.50%
				over	55,000		8.00%

The commission rate determined by the chart above shall be paid from the first dollar sold.

For the Imperial Auto Group, only monthly revenue sold for that account that constitutes an increase over the same month in the previous year will count as monthly revenue sold. The Sales Rep. assigned to that account will receive a monthly SPIF to be determined by the publisher for servicing that account.

(2) In addition to the above, the Publisher may develop additional incentive plans for employees as is sees fit, provided: Such programs and goals shall be communicated to employees in writing

in advance of the measurement period. Any changes to incentive programs, goals or account lists shall not take effect until the next incentive measurement period.

(3) Inside Advertising Sales Representatives

Each Inside Advertising Sales Representative will receive a commission of 1% on their sales for the period (excluding legal advertising).

Section 17.1 (c)

Upon execution, current Employees shall receive a 1 percent wage increase or be placed on the wage step above their current rate of pay, whichever is higher, retroactive to 90 days before ratification.

On the first anniversary of the ratification dates, employees shall move to the next step on the scale and those at or above the top shall receive a 1.25 percent increase. The top step of the wage scale shall be increased by 1.25 percent.

On the second anniversary of the ratification date, employees shall move to the next step on the scale and those at or above the top shall receive a 1.5 percent increase. The top step of the wage scale shall be increased by 1.5 percent.

Section 17.2 There shall be no reduction in the minimum weekly salary during the term of this agreement, except that if any employee is promoted to a higher classification the Publisher may within sixty (60) days of the date of promotion return him/her to his/her prior position and salary. In the event an employee's work assignment has to be changed as a result of new operating procedures, processes, or equipment, or because of the loss or impairment of his/her faculties, the Guild agrees to meet promptly with the Publisher to work out a new job classification and salary.

Section 17.3 The time limit on temporary promotions shall not apply when such action is taken to replace an employee on leave of absence provided by another provision of this Agreement.

Section 17.4 (a) Experience Credit. In determination of the classifications as set forth in the attached exhibits, experience on recognized daily newspapers of general circulation, recognized news or feature syndicates, news magazines or press associations or other media or advertising experience, as may be applicable to the position sought, shall be included in fixing the experience classification.

Section 17.4 (b) Work in a Higher Classification. Employees who work in a higher classification shall receive their pay for the next highest (in dollars) wage step of the classification they are working for each day worked, but no less than five dollars and fifty cents (\$5.50) per day for each shift of which 4 (four) or more hours are spent in the performance of such duties.

Section 17.5 New Position(s). In the event of establishment of new positions in the bargaining unit or the creation of any new classification of any of the classifications listed in Section 17.1, such new positions, classifications or reclassifications shall be covered by all the terms and conditions of this Agreement except those governing salary ranges, and the salaries ranges shall be a matter of negotiation between the Employer and the Guild.

Section 17.6 Nothing in this Agreement shall prevent employees from seeking individual pay increases from the Publisher in excess of the minima established herein, and in case the Publisher shall grant or shall have granted a pay increase to any such employee the weekly salary of such employee as so increased shall constitute his/her minimum weekly salary for all purposes of this Agreement instead of his/her minimum weekly salary as provided in Section 1 of this Article. The Publisher shall promptly notify the Guild of all such increases which may be granted by it.

Section 17.7 Night Differential. Night differentials will be abolished. The night differentials currently being paid employees will be rolled into their base wages.

Section 17.8 District Manager Incentive Bonuses. District managers will receive monthly bonuses on the following basis:

Average number of down routes at two (2) or less: \$50; No down routes: \$100

The Employer may provide for additional incentive earning opportunities in the field circulation department. Such incentive programs shall be posted in writing in advance of their effective date, and shall remain in effect until their expiration date.

Field circulation department incentives shall be paid no later than the end of the month following the month in which they were earned.

Article 18. Expenses and Equipment

Section 18.1 Expenses and Mileage. The Employer shall compensate for all authorized expenses incurred by an employee in the service of the Employer.

Section 18.2 (a) The mileage rate for employees authorized to use their own vehicles in the performance of their jobs shall be adjusted monthly on the first Monday of each month using the “Regular All Formulations Retail Gasoline Price” in New England as reported by the US Department of Energy on its web site www.eia.doe.gov.

For each 15 cent change in gas prices the mileage reimbursement rate will be increased, or decreased accordingly by 1 cent as reflected in the following table:

Gas price		mileage rate
min	max	
---	\$2.59	\$0.28
\$2.591	\$2.74	\$0.29
\$2.741	\$2.89	\$0.30
\$2.891	\$3.04	\$0.31
\$3.041	\$3.19	\$0.32
\$3.191	\$3.34	\$0.33
\$3.341	\$3.49	\$0.34
\$3.491	\$3.64	\$0.35
\$3.641	\$3.79	\$0.36
\$3.791	\$3.94	\$0.37

\$3.941	\$4.09	\$0.38
\$4.091	\$4.24	\$0.39
\$4.241	\$4.39	\$0.40
\$4.391	\$4.54	\$0.41
\$4.541	\$4.69	\$0.42
\$4.691	\$4.84	\$0.43
\$4.841	\$4.99	\$0.44
\$4.991	\$5.14	\$0.45
\$5.141	\$5.29	\$0.46
\$5.291	\$5.44	\$0.47

*This chart shall continue up to the IRS maximum reimbursement

(b) All employees will be categorized as either a regular or occasional user. Regular users will receive the above mileage reimbursement or \$25 weekly, whichever is greater. Occasional users will receive the above mileage reimbursement or \$5 per day whichever is greater. The list of regular/occasional users will be reviewed every six (6) months and adjusted based on the average actual reimbursement of the employee, e.g. someone who on average over the last six months receives greater than \$26 per week in reimbursement will be categorized as a regular, all others will be categorized as occasional. Employees will be notified of their classification as soon after it is determined as is practicable. Exhibit B contains the initial list of regular users.

Section 18.3 The payment of the mileage reimbursement in 18.2 shall be paid weekly and may be included in the amount of the employee’s weekly pay check, but shall not be subject to withholding or any other taxes or deductions.

Section 18.4 Necessary working equipment which is authorized by the Publisher shall be provided its employees and shall be paid for by the Publisher.

Article 19. Miscellaneous

Section 19.1 No Discrimination or Interference. There shall be no discrimination against any employee because of membership or activity in the Guild, nor in hiring or employment because of age, race, creed, sex, color, or national origin, or as prohibited by the laws of the United States or State of Rhode Island.

Section 19.2 Bulletin Boards. The Employer agrees to provide bulletin boards suitably placed for the exclusive use of the Guild.

Section 19.3 No Discrimination. There shall be no discrimination against any employee because of his/her membership or activity in the union. There shall be no interference or attempt to interfere with the operation of the Guild so long as such activities are not conducted on company time or in any area of the company premises when such area is devoted to the operation of the newspaper.

Section 19.4 Outside Activities. Any employee shall be free to engage in any paid or unpaid activities outside of working hours that:

- a) neither detracts from nor interferes with the employee's duties to the Employer;
- b) impair the credibility or integrity of the Employer;
- c) nor are detrimental to the Employer's competitive position.

Any employee contemplating such outside activity must inform the Publisher or his/her designee in writing in advance. The Publisher or his/her designee reserves the right to object to an activity based on the three standards listed above, but will not exercise this right in an unreasonable manner.

If the Employer objects to an activity, the employee and a Guild representative may meet with the Publisher or his/her designee to resolve the matter. If the issue remains unresolved, the Guild may submit a grievance under the provisions outlined in this agreement.

Further, without permission in writing from the Publisher, no employee shall use the name of the Publisher, or his/her connection with the Publisher, or any featured title or other material of the Publisher, to exploit in any way his outside endeavor.

Section 19.5 By-Lines. An employee's by-line or credit line shall not be used over his or her protest. When major editing changes are made, the appropriate editor will make reasonable effort to discuss the changes with the reporter who wrote the story prior to its publication. An employee, whose work or person is mentioned in a letter to the editor or on a recorded reader opinion system shall be informed of such letter or recording as soon as possible before publication.

Section 19.6 Disclosure of Sources. The Employer and the Guild agree that when a requirement for surrender or disclosure of information, notes, documents, film, or other material or the source thereof or for the authentication of any information or materials gathered by the employee in his/her capacity as an employee is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission or legislative body, such employee shall notify the Employer, or if such requirement is made upon the Employer, he/she shall notify the employee and the Guild. If the employee follows the advice of the Employer or the advice of the Employer's counsel, the employee shall not suffer any loss of pay or other benefits to which the employee is entitled by reason of his/her employment with the Employer, and shall further be made whole to the extent permitted by the law against any fines or damages levied by any final judgment or decisions in any action except to the extent such employee has taken a course contrary to the advice of counsel.

Section 19.7 Editorial Assistants. The Employer may employ up to three (3) editorial assistants.

The duties of the editorial assistants will be:

Input press releases and other submitted editorial material and rewriting such to conform with The Call's and The Time's style and standard. This includes but is not limited to gathering supplemental information by telephone.

Take obituaries and announcements and news items by phone, write and input.

Perform research for the news staff. This includes using The Call or Times library and outside sources as necessary, but not limited to, public libraries, governmental or private agencies, etc.

Answer the newsroom telephone.

Take photo assignments by phone.

The editorial assistant, in emergency situations, can cover a news story outside the building as an addition to the primary reporter's coverage and not as the sole reporter. In such situations, the assistant would receive a credit line at the conclusion of all stories, where applicable.

It is important to note that it is the absolute intent that the editorial assistant perform the duties of the position in the building at all times except for so stated emergency situations, i.e., a breaking news story of major crisis proportions that requires coverage by more than one person. Examples of these situations can be described as emergencies not related to daily routine news coverage and would include, but are not limited to, such events as plane crash, major mill fire, multiple car crashes with injuries or fatalities, major crime stories such as murder, kidnapping, etc.

The editorial assistant will not be assigned to scheduled or routine news events such as meetings, presentations, speeches or lectures.

Section 19.8 Section Headings. The descriptive section headings, e.g., "Disclosure of Sources" for Section 19.6, are included for reference purposes only and shall be given no weight in interpreting the provisions of this Agreement.

Article 20. Management Rights

Section 20.1 Management Rights. Except as specifically otherwise provided herein, nothing contained in this agreement shall be construed as limiting the Publisher in any way in the exercise of regular and customary functions of management, including, without limiting the generality of the foregoing, among such functions, the right to hire, transfer, discharge and discipline employees; the right to determine how, when, where, and by whom work is to be performed; and generally the right to make and enforce such reasonable rules and regulations relating to the operation of the Publisher's business as it shall determine advisable, which rules and regulations shall be communicated to the Guild before the same shall be effective.

Article 21. Duration and Renewal

Section 21.1 Term of Agreement/Successors and Assigns. This Agreement shall be effective,

except as otherwise specifically provided in the various Articles and Sections, on January 15, 2009 and shall expire on the 14th day of January, 2012 and shall be binding upon the successors and assigns of the Employer.

Section 21.2 Negotiations for Successor Agreement. At least one hundred twenty (120) days preceding January 14, 2012, the Employer or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in force and in effect until such negotiations are lawfully terminated.

Section 21.3 Retroactivity. It is agreed by both Parties that retroactivity, as affecting wages, shall apply to a period not to exceed ninety (90) days beyond January 14, 2012. Any application of retroactivity to wages after the ninety (90) day period herein referred to must be mutually agreed to by both parties in writing when the new contract is signed.

Side Letter 1:

No past practice may be recognized that existed prior to the implementation of the current collective bargaining agreement or that conflicts with any contractual right or obligation.

Side Letter 2:

This collective bargaining Agreement shall constitute settlement of the following grievances: P 1-07 (Pension); P 1-08 (reporter-photographer); P 3-08 (work transfer); Wn 1-08 (reporter photographer); Wn 2-08 (work transfer); and unfair labor practice 1-CA-43829.

Side Letter 3:

The Company may assign reporters to take pictures under the following circumstances:

1. The Company shall provide all necessary equipment and supplies.
2. The primary responsibility of the employee shall remain reportorial.
3. No employee shall be disciplined for the quality of his or her photography provided that the employee puts forth a good faith effort.
4. A reporter's performance shall not be judged based on his/her ability to take photographs.
5. Reporters shall not be subject to discipline for missing quotes while taking photographs
6. No current photographer shall be laid off as a result of the Company's assigning reporters to take pictures.

Side Letter 4

This letter confirms the understanding reached in negotiations related to Article 2.1 (Union Security) and the parties' desire to continue the past practice concerning that language: While the terms of the current collective bargaining agreement remain in effect, the Company will not exercise its one-out-of-ten exclusions under Article 2.1(b), however, individual hires may avail themselves of this exclusion provided at least 90 percent of bargaining unit employees are Guild members.

Additionally, it is understood that any individual currently on or above the top step will get a singular raise of 1 percent in the first year, 1.25 percent in the second year, and 1.5 in the third year of the contract.

Employees with six (6) months or more service on the contract anniversary shall move up to the next experience step. Thereafter employees shall move to the next step on the contract anniversary.

In the event the employees covered by this Agreement cannot participate in the TNG pension plan, the parties shall reopen negotiations solely to select a substitute plan at the same per employee contribution rate.

EXHIBIT A (Dismissal Pay)

Jon Baker
Jim Baron
Terry Condon
Ed Fayan

EXHIBIT B (Mileage)

Call:

Ernest Brown
Ernie Ducharme
David Newcombe
David Fernandes
Robert Pelletier
Susan MacKenzie
Diane Nickola
Sandra Martin

Times:

Jon Baker
Victor Batista
Ed Fayan
Butch Adams
Camilla Spliid

Exhibit C: (Sick Time)

David Newcombe
Norman MacLure
Ernest Ducharme
Jonathan Gagne
JoAnn George

Agreed for the Guild: /s/ Timothy Schick Date: 1-22-09

/s/ N. McFarlane Date: 1-22-09

/s/ L.E. O'Brien Date: 1-22-09

Agreed for the Company: /s/ Barry Mechanic Date: 1-22-09

Exhibit D

Dental Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%) . Your group number is **1693-0001**.

The annual maximum is: \$1,200.00 per member per calendar year
The annual deductible is: \$0.00
The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- One oral exam per calendar year performed by a general dentist
- Two cleanings per calendar year
- Fluoride treatment for children under age 19 once per calendar year
- One set of bitewing x-rays per calendar year
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months.
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges
- Rebasing or relining of partial or complete dentures; once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered).
- Gingivectomies once per site every 24 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 19
Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.