

K-1475

Duration: 9/1/00 - 8/31/06

3,000 ees

2000 TO 2006 EXTENSION SETTLEMENT AGREEMENT

Philadelphia Newspapers, Inc. (the "Employer" or "PNI") and The Newspaper Guild of Greater Philadelphia, Local 10, The Newspaper Guild/CWA, AFL-CIO, CLC (the "Union") agree to amend their "Main Unit" and "SWP" Collective Bargaining Agreements (and the side letters to those agreements) as follows:

5 pp

1. The sections of the Main Unit and SWP Collective Bargaining Agreements covering the term of the Agreement will be amended to replace "August 31, 2000" with "August 31, 2006."
2. The sections of the Main Unit and SWP Collective Bargaining Agreements covering wage increases, Health and Welfare contributions and Pension contributions will be amended as follows:

A. SWP Agreement

Health & Welfare Plan

Article 22 of the SWP Agreement will be amended to add a new section, 22.11, as follows:

In addition to the "monthly" amounts set forth in Article 22.4, and in addition to the current weekly diversion of six dollars and four cents (\$6.04), on the following dates the employer will make these weekly diversions into The Newspaper Guild Health and Welfare Plan on behalf of full-time, non-intern SWPs:

9/1/2000	\$17.50
9/1/2001	\$ 7.10
9/1/2002	\$ 7.10
9/1/2003	\$ 7.10
9/1/2004	\$ 7.10
9/1/2005	\$ 7.10

NOTE: Total = 92 pp

60 pp main contract (9/1/93-8/31/97)

7 pp Extension (9/1/97-8/31/00)

5 pp Extension (9/1/00-8/31/06)

92 pp.

For all part-time (non-intern) employees, the employer's payment shall be computed on a pro-rata basis in proportion to the time worked in a given week.

Pension Plan

Article 23.3 of the SWP Agreement will be amended to add the following paragraph:

In addition to the \$15.00 contribution set forth in Article 23.3, on the following dates the employer shall make the following weekly diversions to The Newspaper Guild Plan made on behalf of each full-time Eligible Employee:

9/11/03

9/1/2000	\$17.50
9/1/2001	\$ 7.63
9/1/2002	\$12.63
9/1/2003	\$12.63
9/1/2004	\$12.63
9/1/2005	\$12.63

For each part-time Eligible Employee, the increased rates will be subject to the part-time formula for pension contributions that is set forth in Article 23.3.

Wages

Article 10.1(a) will be amended to add the following paragraph:

The following wage increases will be made to the non-intern employees covered under the SWP Agreement on the following dates:

	Inexperienced	After 2 years Experience	After 3 years Experience
9/1/2000	\$ 0	\$ 0	\$ 0
9/1/2001	\$ 12.18	\$ 13.60	\$ 15.27
9/1/2002	\$ 12.18	\$ 13.60	\$ 15.27
9/1/2003	\$ 12.18	\$ 13.60	\$ 15.27
9/1/2004	\$ 12.18	\$ 13.60	\$ 15.27
9/1/2005	\$ 12.18	\$ 13.60	\$ 15.27

B. Main Unit Agreement

Health & Welfare Plan

Article 23.1 will be amended to add the following language at the end of the section:

In addition to salaries, the employer shall increase by the following amounts on the following dates the weekly amount it pays into The Newspaper Guild Health and Welfare Plan on behalf of each full-time employee covered by this Agreement.

9/1/2000	\$ 35.00
9/1/2001	\$ 5.96
9/1/2002	\$ 10.96
9/1/2003	\$ 10.96
9/1/2004	\$ 10.96
9/1/2005	\$ 10.96

In addition to the above increased payments, for the period running from 9/1/2000 to 8/31/2002, the \$14.10 weekly Pension Plan contribution specified in Article 24.1 will be diverted to the Health & Welfare Plan. The Guild may extend this

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Furthermore, it is noted that regular audits are essential to identify any discrepancies or errors early on. This proactive approach helps in maintaining the integrity of the financial statements and prevents any potential issues from escalating.

In addition, the document highlights the need for clear communication between all stakeholders involved in the financial process. This includes providing timely updates to management and ensuring that all team members are aware of their responsibilities.

The second part of the document focuses on the implementation of robust internal controls. These controls are designed to minimize the risk of fraud and ensure that all financial activities are conducted in accordance with established policies and procedures.

It is also stressed that the organization should invest in high-quality accounting software to streamline its financial operations. This technology can help in automating routine tasks, reducing the risk of human error, and providing real-time access to financial data.

Finally, the document concludes by reiterating the commitment to excellence in financial management. By adhering to these principles and practices, the organization can ensure its long-term financial stability and success.

The following table provides a summary of the key points discussed in the document. It serves as a quick reference for all staff members involved in the financial process.

Area	Key Point
Record Keeping	Support all transactions with receipts/invoices.
Audits	Conduct regular audits to identify errors.
Communication	Provide timely updates to management.
Internal Controls	Implement controls to minimize fraud risk.
Technology	Invest in quality accounting software.

diversion to 8/31/2003. Nothing herein limits the parties' right to divert the \$14.10 for additional periods pursuant to Article 23.1.

Pension Plan

Amend Article 24.1 to add the following language:

For the period running from 9/1/2000 to 8/31/2002, the Guild has agreed to reallocate the \$14.10 weekly Pension Plan contribution specified in Article 24.1 to the Health & Welfare Plan. The Guild may extend this reallocation to 8/31/2003. Nothing herein limits the parties' right to divert the \$14.10 for additional periods pursuant to Article 23.1.

Wages

Amend Article 11.1 to add the following language:

On the following dates, the Employer shall increase the contractual minimum wage rates set forth in Articles 11.2 through 11.6 by the following percentages:

9/1/2000	0.00%
9/1/2001	2.35%
9/1/2002	2.29%
9/1/2003	2.24%
9/1/2004	2.19%
9/1/2005	2.15%

However, with respect to employees paid under the "Make-up Persons; Desk Assts. Rate" classification set forth in Article 11.2, the increase to that classification will be calculated by multiplying the percentage increases set forth above, by the "key rate" (the contractual minimum set forth for reporter rate).

3. The parties agree that within 10 days of the implementation date of this Agreement, the Employer shall pay the Bargaining Unit members and/or those benefit funds designated by the Union, a total amount that will equal \$1000 multiplied by One Thousand, thirty-two point four (1,032.4) less applicable deductions. Upon ratification of this Agreement, the Union will notify the PNI, in writing, confirming ratification and specifying how the bonus should be paid.
4. This Agreement will be implemented on the date by which every PNI bargaining unit has ratified and this Union has signed their "2000 TO 2006 EXTENSION SETTLEMENT AGREEMENT".
5. **Reengineering** – For the term of this Extension Agreement the following four paragraphs will apply to the Main Unit Agreement:
 - A. Amend Paragraph 6(c) of Side Letter "U" ("1995 Extension Agreement") to delete the year "2000" from both paragraphs and replace it with "2006."

B. Amend Article 11 ("General Increases") to add Article 11.7, which will state:

Employees in the HDCC department hired after the implementation date of the 2000 to 2006 Extension Agreement will be paid a weekly wage rate that is 70% of the "Inexperienced" rate for Group VII employees. Employees hired at the 70% rate will receive negotiated increases that are 70% of the increases applied to the "Inexperienced" Group VII wage rate. 70% employees will not receive experience increases.

C. Amend Article 28.2 ("Part Time Employees") to delete the last sentence of the third paragraph and in its place, add the sentence: "No full-time HDCC employee will have his or her hours involuntarily reduced to part time status." The final paragraph of Article 28.2 will then read as follows:

Circulation Department: part-time employees may be employed to cover peak hours of the Home Delivery Communications Center's operations. Such employees may be employed for not less than two days per week and for not less than three consecutive hours per day. No full-time HDCC employee will have his or her hours involuntarily reduced to part time status.

D. A six-member HDCC Committee will be established (3 Guild, 3 Company) to develop recommendations for improving service, productivity, efficiency and cost relating to the HDCC department. The Company will consider any recommendations referred by the Committee.

6. Returns Room

Although the terms of the Agreement to be negotiated between the parties covering the Returns Room employees may differ from those in the Main Agreement, the following provisions of the Main Agreement will apply to the Returns Room employees upon execution of a complete collective bargaining agreement covering the Returns Room employees:

- Article 2 -- No Discrimination.
- Article 4 -- Guild and Agency Shop. *
- Article 5 -- Check-Off.
- Article 6 -- Information to the Union.
- Article 16 -- Personal days
- Article 18 -- Jury Duty
- Article 31.1 & 31.2 -- Health & Safety
- Article 37 -- Bulletin Boards.
- Article 39 -- Grievance Procedure.
- Article 40 -- Arbitration.
- Article 41 -- Seniority

*Article 4.1 is to be interpreted to require a person either to retain membership in good standing with the Guild or become a member within 30 days after execution of the Returns Room Collective Bargaining Agreement.

7. Commission Sales

Amend paragraph 1 of Side Letter "R" to the Main Unit Agreement ("Commission Sales Employees") to remove the restrictions on the number of commission sales employees that PNI may employ. Accordingly, the first portion of the amended paragraph 1 will now read:

The employer may create outside commission sales positions. Said positions shall be covered by the following Articles....

By Philadelphia Newspapers, Inc.:

**By The Newspaper Guild of
Greater Philadelphia, Local
#10, The Newspaper Guild/
CWA, AFL-CIO, CLC:**

/s/ Robert H. Barron

/s/ Henry J. Holcomb, President

Date: 2/23/00

Date: 2/23/00



philly.com

David A. Vidovich

Director
Labor Relations
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September 2, 2003


Ms. Ann Foster
Bureau of Labor Statistics
2 Massachusetts Avenue, NE
F3, Room 4175
Washington, DC 20212

Dear Ann:

Per our conversation last week you will find attached for your records, the 2000 - 2006 Extension Agreement between Philadelphia Newspapers Inc. and the Newspaper Guild of Greater Philadelphia, Local-10.

Please contact me if you require additional information.

Best Regards,


David A. Vidovich

DAV/kmi
Attachment

1475

9/1/93 Philadelphia
- 8/31/97

80 pp

THIS CONTRACT entered into at Philadelphia, Pennsylvania, as of the 1st day of September, 1993, and continuing until midnight, August 31, 1997, by and between PHILADELPHIA NEWSPAPERS, INC., publisher of The Philadelphia Inquirer and The Philadelphia Daily News, (hereinafter referred to as "the EMPLOYER"), and THE NEWSPAPER GUILD OF GREATER PHILADELPHIA, an affiliate of THE NEWSPAPER GUILD, (hereinafter referred to as "the GUILD"), acting for and on behalf of itself and of those members, present or future, covered by this contract. "Employer" as used in this contract refers not only to the present Publisher of the Philadelphia Inquirer and the Philadelphia Daily News, but also to the prior Publishers of each of these publications.

ARTICLE 1--GUILD RECOGNITION

1.1 During the term of this contract, and any extension thereof, the Employer will recognize and deal with the Guild as the exclusive bargaining agent for purposes of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment, and for the purposes of adjusting grievances for all employees covered by this contract.

1.2 The Employer will not enter into any agreement inconsistent with the provisions of this contract with any individual employee, or group of employees, affecting the conditions or terms of employment of said employee or group of employees.

1.3 Should the legal structure of Philadelphia Newspapers, Inc., publisher of the Philadelphia Inquirer and Philadelphia Daily News, be changed in such a fashion as to make the language of the Preamble of this agreement inappropriate, the contract will nevertheless be binding upon both parties during its term, as if there were no change.

ARTICLE 2--NO DISCRIMINATION

2.1 There shall be no dismissal of, nor any discrimination against, any employee because of his/her membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, sexual preference, marital or parental status, or irrelevant physical or mental disability.

2.2 The Employer shall continue to hire employees without regard to age, sex, race, creed, color, national origin, sexual preference, marital or parental status, irrelevant physical or mental disability.

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ARTICLE 3--TO WHOM APPLICABLE

3.1 The provisions set forth in this contract shall apply to all present and future employees of the Inquirer Editorial Department, Daily News Editorial Department, Inquirer Advertising Department, Daily News Advertising Department, Accounting Department, Computer Operations Department, Ad Production Service, Art Department, Purchasing Department, Inside Circulation Department, Telephone Operators, Inquirer-Daily News Circulation Promotion Department, Daily News Advertising Promotion Department, New Ventures Department and all present and future sub-divisions of or additions to such departments, as well as any other new department or sub-division of a new department which may be created to do the work being performed at the date of execution of this Agreement by any of the foregoing departments. For the purpose of this contract, these departments shall consist of the following employees therein:

(a) Editorial Departments: Those employees who are primarily engaged in the gathering, writing or editing of news, such as but not limited to, editorial writers, all reporters (including financial, political, drama, movie, sports and society writers and columnists), rewrite persons, copyreaders, makeup persons, cartoonists, artists, photographers, photoprinters, information service employees, Action Line Researchers, employees engaged in work on the Sunday section, library employees and clerks, copypersons and secretaries or stenographers; but shall not include the following:

INQUIRER

Editor
Editor of Editorial Page
Deputy Editor
Deputy Editor/Editorial Page
Associate Editor
Assistant to the Editor
Assistant to the Editor
Assistant Managing Editor
National Editor
Assistant Managing Editor/Daily
Deputy National Editor
Assistant Managing Editor/Weekend
Assistant Managing Editor
Executive Sports Editor
Assistant Managing Editor/Features
Managing Editor
Associate Managing Editor/Features
Metropolitan Editor
Systems Editor

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Assistant Managing Editor/Copy Desks
* Non-Staff Correspondents
Executive Assistant
Executive Editor
Systems Editor
Senior Editor/Development
Manager/Admin., Finance
Health and Science Editor
Design Director
Main Line Editor
Deputy Sports Editor
Associate Managing Editor/News Desk
News Editor
Copy Chief, Metropolitan
State Editor
City Editor
New Jersey Editor
Suburban Editor
Business Editor
Foreign Editor
Deputy Foreign Editor
Inquirer Magazine Editor
Assistant Managing Editor/Features
Assistant Managing Editor/Graphics
Senior Editor/Systems, Technology
Managing Editor/Inquirer Magazine
Deputy Suburban Editor/Neighbors
Editor/Lifestyle
Editor/Popular Arts
Editor/Cultural Arts
Assistant Managing Editor/Design
Secretary to Editorial Page Editor
Assistant Managing Editor
Associate Editor/Editorial Page
Deputy New Jersey Editor
Systems Editor
Secretary to Deputy Editor
Deputy City Editor
Deputy Suburban Editor/Daily
Chester County Editor
News Editor
News Editor
Copy Chief, Features
Copy Chief, Neighbors
Director of Photography

*Subject to the following limitations:

(1) Non-staff correspondents will not be used in Philadelphia

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or in the city of Camden.

(2) In addition to part-time non-staff reporter and photographer correspondents, existing coverage in the following areas may not exceed positions listed below, except as provided in section 3.1(a)(3):

Delaware County --	one full-time position
Bucks County --	one full-time position
Chester County --	one full-time position
Montgomery County --	one full-time position
Gloucester County --	one full-time position
Burlington County --	one full-time position
Suburban Police --	one full-time position

(3) In the Neighbors sections, in addition to part-time non-staff reporter and photographer correspondents, one full-time non-staff correspondent may be engaged for each four full-time Guild-covered reporters assigned. The ratio will be based upon the aggregate number of full-time non-staff correspondents and Guild-covered reporters in all Neighbors sections. A temporary staff vacancy will not be considered a violation of the formula.

(4) At least six Inquirer editorial clerks will be offered, on a recurring basis, reportorial or photographer duties, such as but not limited to those now offered to part-time non-staff correspondents. Clerks used on such assignments in the cities of Philadelphia and Camden, including assignments for Neighbors sections, will be paid on a free lance fee schedule if it is higher than the appropriate reporter's scale for the work. Outside the cities of Philadelphia and Camden, including assignments in the Neighbors sections, the company may elect to pay either the writing reporter's or photographer's scale or on the fee schedule provided to part-time non-staff correspondents. While a clerk will accumulate experience credit on the writing reporter's or photographer's scale, subject to Article 12.2 of this contract, the clerk will not attain the permanent classification as writing reporter or photographer as a result of these assignments. It is understood that all time spent working the reporter or photographer positions will be included in determining experience credit.

(5) The terms of this agreement apply only to the use of non-staff correspondents in the counties of Philadelphia, Delaware, Montgomery, Bucks, Chester, Burlington, Camden and Gloucester.

DAILY NEWS

Editor
Business Editor
Managing Editor

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Deputy Managing Editor
Sports Editor
Assistant Managing Editor
Deputy Features Editor
Assistant Managing Editor
Deputy City Editor
Associate Editor
Executive Secretary
Editorial Page Editor
Features Editor
Executive Sports Editor
Executive Photo Editor
Graphics Editor
Secretary to Editor
Systems Editor
Administrative Manager
Deputy Business Editor
City Editor
Non-Staff Correspondents
(resident and working
outside of the Philadelphia
Metropolitan area)

(b) PNI Advertising Department: All employees except the following:

Senior Vice President/Advertising
Vice President/Advertising
Administrative Manager
Retail Majors Manager
Retail Food/General Merchandise/TMC Manager
Retail Territories Manager
City Retail Manager
Bucks/Montco Retail Manager
Main Line/Delco Retail Manager
National Department Manager
New Jersey Retail Manager
Advertising Production Manager
Agency Relations Manager
Classified Department Manager
Real Estate Manager
Auto Manager
Help-Wanted Manager
General Advertising Manager
Phone Room/Voluntary Manager
Retail Department Manager
Advertising Systems/OP Manager
Advertising Systems Manager
Senior Vice President/Secretary
Vice President/Secretary

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Systems Coordinator

(c) Art Department: All employees (including Statmaster Operators and Maskers), except the Ad Art/Production Manager.

(d) Accounting Department: All employees except the following: the Controller, the General Accounting Supervisor, the two Assistant Controllers of the Department, the Credit Manager, the Advertising Accounting Supervisor, the Circulation Accounting Supervisor, the Payroll Manager, the Advertising Accounting Manager, the Collection/Customer Service Supervisor, and the Secretary/ Administrative Services Director.

(e) Ad Production Service: All employees except the Head of the Department.

(f) Inside Circulation: All employees except the following:

Senior Vice President/Circulation

INQUIRER

Vice President/Inquirer Circulation
Circulation Director Inquirer Administrative
Circulation Manager Customer/Dealer Relations
Circulation Administrative Manager
Inquirer/Daily News Marketing Manager
Circulation Projects Manager
Support Center Manager
CIS Manager
Executive Secretary/Circulation
Executive Secretary/Circulation
Assistant to Vice President Circulation
Budget Coordinator
Home Delivery Projects Manager
Quality Assurance Manager
Circulation Operations Manager

DAILY NEWS

Circulation Director
Home Delivery Manager
Home Delivery Manager
Executive Secretary/Circulation

(g) Library: All employees except the Library Manager.

(h) Inquirer-Daily News Circulation Promotion Department and Daily News Advertising Promotion Department: All employees except the Promotion Director.

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(i) Purchasing Department: All employees except the Purchasing Manager.

(j) Telephone Operators: All telephone operators including the Supervisor.

(k) Computer Operations Department: All employees except the Head of the Department.

(l) New Ventures Department: All employees except the New Ventures Director.

3.2 It is agreed that the exclusion of the positions of Daily News Assistant Managing Editor, Daily News Classified Advertising Manager and Daily News Circulation Manager from the applicability of this contract shall be effective only in the event that the employees to whom any of said listed job titles are assigned actually performs the duties typical of the position described by said job titles and does not perform any substantial amount of any of the kinds of work performed by employees to whom this contract is applicable.

3.3 If crew managers and/or resell persons are rehired during the life of the new agreement, the Guild shall have jurisdiction and they shall be covered by the standard clauses of the contract except those pertaining to compensation, working days and hours and expenses. The excepted clauses shall be negotiated and, if there is no agreement within thirty (30) days, the matter shall be arbitrated.

3.4 Work of the kinds presently or normally done by employees to whom this contract applies shall be done only by such employees. This paragraph shall not apply to work done by employees exempted from the provisions of this contract under Article 3 hereof who actually perform the executive and supervisory duties typical of the positions described by said job titles, nor to the purchase or use of material from recognized state, national or international syndicates or services, nor to material which is of such highly specialized or personal nature that it cannot reasonably be obtained or provided by employees of the kind to whom this contract applies, nor to unforeseen spot news photographs.

3.5 New Equipment: Notice will be given to the Union of any major equipment or process change at least 90 days prior to implementation if a reduction in force is anticipated affecting regular employees. In addition, the employer will provide training assistance to any regular employee displaced after the operation of Article 27. Where practicable, such training will be provided to develop skills required for other classifications covered by this contract.

3.6 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's Guild employees at any plant(s) printing newspapers (including supplements) published or produced by the Employer.

ARTICLE 4--GUILD AND AGENCY SHOP

4.1 The Employer agrees that it will not, without the written consent of the Guild, employ or retain as an employee, any person covered by this contract unless he/she is a member in good standing of the Guild, or becomes a member within 30 days after beginning employment and remains a member in good standing. The Guild agrees that it will admit to membership and retain in good standing any such employee who complies with the constitution and by-laws of the Guild, provided he/she shall not have been previously expelled or suspended from any unit of the Newspaper Guild.

The Employer shall not be required to discharge any employee because of his/her failure to become or remain a member of the Guild, except for such reasons as are lawful under the Labor-Management Relations Act of 1947, until repeal, amendment or declaration of invalidity thereof.

It is the Guild's practice, two weeks prior to making such request, to send notice to a delinquent member of the Guild's intention to request the Employer to dismiss such member. The Guild will in every instance send to the employer a copy of such notice simultaneously with its transmission to the Employee.

(Note: The interpretation of the Guild Shop Clause as set forth in the minutes of the negotiating committee of October 17, 1940, and which shall constitute a clarification of the Guild Shop Clause is:

"The Guild could bar an employee from membership who is under expulsion or suspension from the Guild or a person who had never been a member but who had worked on a paper during a Guild strike, but the Guild could not refuse to accept into its membership a person who had been a bona fide executive on a paper during the time the Guild engaged in a strike against that paper.")

4.2 Agency Fee: It is agreed that certain present employees, referred to in the letter of April 30, 1959, shall not be required to become or remain members of the Guild, provided that if any such employee shall subsequently become a member of the Guild, the provisions of Article 4.1 shall then govern his employment.

It shall be a condition of the continued employment of each of the present employees referred to in said letter agreement that he/she shall, on or before the third Wednesday of each calendar month, beginning May, 1959, pay to the Guild as a fee for services

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rendered and to be rendered by the Guild in acting as such employee's representative for purposes of collective bargaining, an amount equal to the periodic membership dues uniformly required of Guild members receiving an amount of salary equal to that received by such employees, except that when membership dues temporarily increased, such increase shall not apply to the amount paid by such employees. In the event that any such employee fails to make timely payment of such service fee, the Guild will send to such employee, two (2) weeks prior to making such request, a notice of its intention to request the Employer to discharge such employee, and will simultaneously send a copy of such notice to the Employer. If such employee fails to make payment of said service fee prior to the date on which the Guild requests the Employer to discharge such employee, the Employer will discharge such employee promptly upon receipt of the Guild's request that the employee be discharged.

ARTICLE 5--CHECK-OFF

5.1 When so authorized by the individual employee, in writing, the Employer agrees to deduct weekly from the salary or wages due each employee (including part-time employees or space writers paid by voucher who are members of the Guild and who have signed such authorization) the amount which the Guild shall by written notice certify to the Employer as due from such employee on account of membership dues and/or assessments or on account of the service fee provided for in Article 4.2, owing to the Guild by said employee, and within eight days thereafter to transmit said amount or amounts to the Treasurer of the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The form of the check-off authorization shall be as follows:

"I hereby assign to the Guild, in payment of my membership dues thereto, as from time to time established by the Constitution of The Newspaper Guild and by-laws of the Guild, a portion of such sums hereafter payable to me as salary by the Employer during each month after the date hereof, equal to said membership dues for said month, and I hereby authorize said Employer in accordance with any applicable collective bargaining agreement between the Guild and the Employer each month to deduct the said amount from the salary payable to me by the Employer and to transmit the same to the Guild.

I intend to be legally bound by this assignment which shall be irrevocable for the period of one year from the date hereof, or for the period from the date hereof until the termination date of said applicable agreement, whichever occurs sooner. Should I not give to the Guild and to the Employer notice in writing (not less than five or more than fourteen days before any anniversary date hereof or before the termination date of any applicable collective

bargaining agreement, whichever occurs sooner) of my desire to revoke this assignment, on such anniversary date or on such termination date, then this assignment is to remain irrevocable until the next such anniversary date or termination date, as the case may be, whichever occurs sooner.

Date _____ (date must be entered)
Month Day Year

Name (Print) _____

Name (Signature) _____

Address _____
Number, Street or Avenue Zone City or Town

ARTICLE 6--INFORMATION TO THE UNION

6.1 The Employer agrees to notify the Guild in writing of any person who is discharged from, or resigns from, any covered department, and will notify the Guild in writing of any person hired or transferred into any covered department within 14 days of each action. The notification will state the position and salary of the person, and whether the person is regular, part-time or temporary. In the cases of hiring and transfers, the notice will include the classification, experience, salary, age, sex, minority group, social security number and effective date. The Employer also agrees to notify the Guild of merit and step-up increases, and the effective dates.

ARTICLE 7--HOURS OF WORK

7.1 Except as noted hereinafter, the regular work week for full-time employees shall be five consecutive days of 7-1/2 hours, falling within 8-1/2 consecutive hours. Every employee shall have the right to take one hour each day for lunch but the lunch hour shall not be included in figuring the hours of work.

7.2 Subject to mutual agreement between the employee and the Employer, work schedules may be arranged for full-time employees to provide for shifts greater or lesser than 7 1/2 consecutive hours, excluding lunch, so long as the work week does not exceed 37 1/2 hours, or more than five (5) consecutive days.

The Guild will be notified in writing thirty (30) days in advance of the proposed date of implementation of any such agreement. If the Guild believes the modified work schedule is in violation of the Collective Bargaining Agreement, it must respond in writing within ten (10) working days, specifically listing the contract

provisions(s) it believes were violated. Such agreements will list the days of work and the hours of work each day. Employees will receive overtime pay for any work outside the agreed upon hours or days in accordance with Article 8 of this agreement. The employee and the employer may terminate such agreement provided for in this Article 7.2 with thirty (30) days written notice to the other party.

7.3 Except as noted hereinafter, every employee shall be notified of any change of his/her work schedule not later than fourteen days prior to the week (Sunday through Saturday) to be covered by such schedule.

7.4 Turnaround: Except as noted hereinafter, there shall be at least 12 hours between the end of the employee's regular working hours on one day and the beginning of the regular work hours on the next day. If the next work day follows one of the employee's days off, there shall be a break of at least 32 hours. If the next day follows the employee's two days off, there shall be a break of at least 56 hours.

7.5 Editorial Departments:

(a) Daily News: This Article will not apply to the sports columnists and the writer regularly assigned to cover baseball, who shall work on flexible schedules suitable for their assignments, provided that they shall not work more than five days, or more than 37-1/2 hours in a calendar week, without overtime compensation.

The scheduling provision shall not apply to other Daily News sports writers, regularly assigned to cover major sporting events, who so consent in writing.

The terms "sports columnists" and "the writer regularly assigned to cover baseball" shall include the successors of the sports columnists and of the writer regularly assigned to cover baseball, but not their temporary substitutes.

The Daily News may employ no more than three (3) part-time Guild-covered desk assistants, two (2) on the copy desk, one (1) on the city desk, each of whom may work no more than two (2) shifts or fifteen (15) hours per week.

(b) Inquirer: This article will not apply to the financial editor, political editors, regular political columnist, regular legislative writers, regular baseball writers, correspondents resident and working outside of Philadelphia, or to any such employee who, in the opinion of the Guild and the Employer, is doing such highly skilled or specialized work that it cannot reasonably be performed by a temporary substitute.

7.6 The employees of the Editorial departments excluded from the provisions of Article 7.1 will receive an additional week of paid vacation annually, and any employee earning less than \$1,040.00 above the current minimum, who is required to work a regular six-day week, will receive an extra day's pay at the regular, not overtime, rate for the sixth day's work, regardless of the length of the employee's vacation.

7.7 Advertising Department: The regular working hours for full-time employees, except those who regularly, out of town, solicit resort, travel, transportation and school and college ads, shall be 7-1/2 hours for each of the first five days of the week, and five consecutive hours for Saturday. This provision is superseded by the terms of Side Letter R.

7.8 Accounting Department, Inquirer-Daily News Circulation Promotion Department and Daily News Advertising Promotion Department, Purchasing Department, and Inside Circulation: The regular working hours for full-time employees shall be 7-1/2 consecutive hours for each of the first five days of the week, and 4-1/2 hours on Saturday.

7.9 Ad Production, Art Department, Computer Operations Department, Home Delivery Communications Center, and Telephone Operators: Without the employee's written consent, Article 7.1 will not apply to employees of the Computer Operations Department on the payroll as of November 13, 1971; otherwise such employees' hours shall be governed by Article 7.7. For the Home Delivery Communications Center, a sub-division of Inside Circulation, Article 7.1 will not apply to those employees on the payroll as of October 26, 1970, without their consent; otherwise, such employees' hours shall be governed by Article 7.7.

ARTICLE 8--OVERTIME

8.1 The Employer may require an employee to work overtime, and the employee will receive overtime pay, at the rate of time and one-half, except as noted otherwise. Overtime will not be paid for the first 15 minutes worked, but any employee working longer than 15 minutes will be paid for all overtime worked.

The employer will reimburse an employee working overtime for any prepaid non-refundable travel, or lodging and/or entertainment expenses of \$25.00 or more lost by the employee or his/her family as a result of the overtime assignment. The employee seeking reimbursement must notify the employer of the conflict at the time the assignment is made and must present documentation of the loss.

8.2 Editorial Departments and New Ventures Department: Employees will receive overtime pay, at the rate of time and one-half, for

all hours worked over 7-1/2 in any day; over 37-1/2 in any week; more than five days per week; and for hours other than the employee's regularly scheduled hours.

If an employee is required to work on any of his/her regular or scheduled days off, he/she will receive one and one-half times his regular day's pay for any hours of work up to 7-1/2, and time and one-half the employee's regular rate of pay for all hours worked in excess of 7-1/2.

(a) An employee shall not be entitled to overtime pay, under 8.2 or otherwise, when working on assignment as a foreign correspondent for a period of 21 consecutive calendar days or more outside the continental lines of the United States.

8.3 Advertising Department: Employees will receive overtime pay, at the rate of time and one-half, for all hours worked over 7-1/2 on the first five days, and over 5 hours on Saturday, or for hours other than his/her regular or scheduled working hours.

If an employee is required to work on any of his regular or scheduled days off, he/she will receive one and one-half times his regular day's pay for all hours of work up to 7-1/2, and time and one-half the employee's regular rate of pay for all hours worked in excess of 7-1/2.

Any employee, one of whose scheduled days off is Saturday, shall receive for work on Saturday, one and one-half the regular day's pay for the first five hours worked, and time and one-half the employee's regular rate of pay for all hours worked in excess of five.

8.4 Accounting Department, Inquirer-Daily News Circulation Promotion Department, Daily News Advertising Promotion Department, Purchasing Department, and Inside Circulation Department: Employees will receive overtime pay, at the rate of time and one-half, for all hours worked over 7-1/2 in any day; over 37-1/2 hours in any week; more than five days in one week; and for hours other than the employee's regular or scheduled hours.

If an employee is required to work on any of his/her regular or scheduled days off, he/she will receive one and one-half times the employee's regular day's pay for all hours worked up to 7-1/2, and time and one-half the employee's regular rate of pay for all hours worked in excess of 7-1/2.

Any employee, one of whose regular days off is Saturday, will receive time and one-half the regular day's pay for the first four and one-half hours worked on Saturday, and time and one-half for all hours worked in excess of four and one-half hours, or for work

during hours other than between 8:30 a.m. and 1:00 p.m.

8.5 Ad Production, Art Department, Computer Operations Department, Home Delivery Communications Center, and Telephone Operators: Employees will receive overtime pay, at the rate of time and one-half, for all hours worked over 7-1/2 in one day; over 37-1/2 in one week; more than five days in one week; and for hours other than the employee's regular or scheduled hours.

If an employee is required to work on any of his regular or scheduled days off, he/she will receive one and one-half times the employee's regular day's pay for all hours of work up to 7-1/2, and time and one-half the employee's regular rate of pay for all hours in excess of 7-1/2.

Any employee in the Home Delivery Communications Center Department, or in the Computer Operations Department, whose hours are covered by Article 7.8 will, for the purposes of this article, be covered by Article 8.4.

8.6 Callback Pay: Any employee required to work after completion of the work day, and after leaving the Employer's building, or the place where the employee's duties are performed, will receive, in addition to any other overtime pay, an extra hour's pay, at time and one-half, plus travel time to and from the place at which the employee is required to work, also at the overtime rate.

8.7 Where an employee covered by the provisions of the Fair Labor Standards Act would be entitled to receive higher compensation under the Act than under the provisions of this contract, the employee shall be compensated in cash for the hours of overtime to which its provisions apply. The parties agree that all provisions of the act will apply to all persons covered by this contract. This provision is superseded by the terms of Side Letter R.

8.8 In the Inquirer-Daily News Circulation Promotion Department, the Daily News Advertising Promotion Department, the Computer Operations Department, the Accounting Department, the Advertising Department, the Art Department, the Inside Circulation Department, the Ad Production Department, the Purchasing Department and the Telephone Operators Department, there is a regular schedule of hours and no change may be made for the purpose of avoiding the payment of overtime. Any temporary change made merely for the convenience of the Employer shall entitle the affected employees to the payment of overtime. The Employer has the right, however, to make such changes in scheduled hours during the year as has been customary in the past or to make permanent changes or to institute recurring changes required in the operation of the business, or to meet emergencies of such duration and magnitude as are not merely temporary in nature.

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8.9 The Employer shall keep a record of all overtime worked. Copies of this record will be given to the Guild upon request.

8.10 This Article is superseded by the terms of Side Letter R.

ARTICLE 9--OVERNIGHT ASSIGNMENTS

9.1 Any employee, whose job duties require sleeping away from home for one or more nights, will receive, for all overtime worked on the assignment, including travel time, compensatory time off at the overtime rate, in addition to his/her regular salary.

Said compensatory time shall be scheduled and taken by mutual agreement within thirty days following the completion of the out of town duties or paid for in cash at the overtime rate. Consideration will be given to employee's request for compensatory time to be granted at a time convenient to the employee outside the thirty day period.

Any employee who chooses not to accept such assignments shall notify the Employer on a quarterly basis by January 1, April 1, July 1 and October 1. An employee shall not be penalized for his/her decision.

9.2 The Employer shall cause a record of all compensatory time to be kept. Copies of such records shall be given to the Guild on request.

9.3 The provisions of Article 9.1 will not apply to Company-paid seminars and other paid educational processes, provided that the employee's participation is wholly voluntary.

9.4 This Article is superseded by the terms of Side Letter R.

ARTICLE 10--MAINTENANCE OF DIFFERENTIALS

10.1 Whenever the top minimum salaries are increased, the dollar differential above the top minimum will be maintained for any employee being paid above the top minimum. Dollar differentials above other minimums, for those employees under the top minimum, shall be maintained until the next experience step-up level is reached, at which time the employee shall receive the contract rate.

10.2 No Reduction in Pay: The Employer will not reduce the salary or wages of any employee during the life of this Contract. Nor shall any employee be compensated on a space rate basis, nor shall any present or future employee be compensated on a commission basis, except as is permitted under certain provisions of this

contract.

10.3 Higher Classification Work: Any employee working in a higher classification shall receive at least the minimum in the higher classification next greater than his/her regular salary. If such employee works twenty-two and one-half (22-1/2) hours or more, in such higher classification, such employee shall receive the higher rate for the full working week.

(a) When a present employee fills a temporary vacancy in the Outside Sales staff, such employee will receive at least \$75.00 per week over the employee's current weekly rate, or the step-up increase, whichever amount is higher, for the duration of the assignment. It is further understood that all time spent working the Outside Sales position shall be included in determining experience credit.

10.4 Added Responsibility: Whenever an employee covered by this contract is assigned to perform the work of a department head, assistant department head, section head or assistant section head, he/she shall be paid, in addition to his/her regular weekly earnings, a differential in accordance with present practice (at least 15% above the top minimum of the employees under his/her direction).

10.5 This Article is superseded by the terms of Side Letter R.

ARTICLE 11--GENERAL INCREASES AND MINIMUM WAGES

11.1 This Article is superseded by the terms of Side Letter R.

Effective 9/1/94	\$30.00 weekly increase
Effective 9/1/95	\$30.00 weekly increase
Effective 9/1/96	4.5% increase on all contract minima

MINIMUM WAGES

The wages of the employees of the Editorial Departments, Advertising Departments, Accounting Department, Computer Operations Department, Inside Circulation Department, Ad Production Service, Purchasing Department, Telephone Operators, Inquirer-Daily News Circulation Promotion Department, Daily News Advertising Promotion Department and New Ventures Department shall not be less than the amounts stated below:

11.2 EDITORIAL DEPARTMENT:

	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
Make-up Persons; Desk Assts.:				
First 6 months.....\$	790.37	820.37	850.37	888.64
After 6 months.....	1,000.93	1,030.93	1,060.93	1,108.67
After 1 year.....	1,049.88	1,079.88	1,109.88	1,159.82

Rewrite Persons; Reporters; Artists, Photographers, Photo Printers:

Inexperienced..... \$	595.22	625.22	655.22	684.70
After 1 year.....	656.35	686.35	716.35	748.59
After 2 years.....	714.40	744.40	774.40	809.25
After 3 years.....	787.54	817.54	847.54	885.68
After 4 years.....	1,000.00	1,030.00	1,060.00	1,107.70

Copy Editors:

Inexperienced.....\$	603.71	633.71	663.71	693.58
After 1 year.....	698.95	728.95	758.95	793.10
After 2 years.....	764.59	794.59	824.59	861.70
After 3 years.....	1,000.00	1,030.00	1,060.00	1,107.70

Information Service Employees:

Inexperienced.....\$	461.52	491.52	521.52	544.99
After 1 year.....	472.35	502.35	532.35	556.31
After 2 years.....	506.65	536.65	566.65	592.15
After 3 years.....	596.29	626.29	656.29	685.82
After 4 years.....	708.74	738.74	768.74	803.33

Action Line Researchers:

Inexperienced.....\$	488.76	518.76	548.76	573.45
After 1 year.....	512.88	542.88	572.88	598.66
After 2 years.....	582.14	612.14	642.14	671.04
After 3 years.....	600.88	630.88	660.88	690.62
After 4 years.....	664.13	694.13	724.13	756.72

	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
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(A) Editorial Departments - Library Assistants:

Inexperienced.....\$	459.75	489.75	519.75	543.14
After 1 year.....	462.93	492.93	522.93	546.46
After 2 years.....	472.35	502.35	532.35	556.31
After 3 years.....	506.65	536.65	566.65	592.15
After 4 years.....	585.67	615.67	645.67	674.73
After 5 years.....	605.13	635.13	665.13	695.06

Library Classifiers:

Inexperienced.....\$	491.02	521.02	551.02	575.82
After 1 year.....	501.85	531.85	561.85	587.13
After 2 years.....	543.65	573.65	603.65	630.81
After 3 years.....	625.79	655.79	685.79	716.65
After 4 years.....	746.18	776.18	806.18	842.46

11.3 ADVERTISING DEPARTMENTS:

Display Advertising Salespersons, Make-up Persons; Layout Persons; Classified Advertising Salespersons:

Inexperienced.....\$	583.55	613.55	643.55	672.51
After 1 year.....	656.35	686.35	716.35	748.59
After 2 years.....	714.40	744.40	774.40	809.25
After 3 years.....	791.43	821.43	851.43	889.74
After 4 years.....	1,000.00	1,030.00	1,060.00	1,107.70

Inside Telephone Sales Representatives:

Inexperienced.....\$	610.51	640.51	670.51	700.68
After 1 year.....	617.37	647.37	677.37	707.85
After 2 years.....	643.79	673.79	703.79	735.46
After 3 years.....	694.70	724.70	754.70	788.66
After 4 years.....	741.58	771.58	801.58	837.65

	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
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11.4 ART DEPARTMENT:

Artists:

Inexperienced.....\$	490.74	520.74	550.74	575.52
After 1 year.....	567.77	597.77	627.77	656.02
After 2 years.....	596.29	626.29	656.29	685.82
After 3 years.....	685.23	715.23	745.23	778.77
After 4 years.....	785.42	815.42	845.42	883.46
After 5 years.....	1,000.00	1,030.00	1,060.00	1,107.70

Graphics Technician:

Inexperienced.....\$	583.55	613.55	643.55	672.51
After 1 year.....	599.12	629.12	659.12	688.78
After 2 years.....	664.84	694.84	724.84	757.46
After 3 years.....	749.74	779.74	809.74	846.18
After 4 years.....	791.08	821.08	851.08	889.38
After 5 years.....	1,000.00	1,030.00	1,060.00	1,107.70

Maskers:

Inexperienced.....\$	464.35	494.35	524.35	547.95
After 1 year.....	472.35	502.35	532.35	556.31
After 2 years.....	484.73	514.73	544.73	569.24
After 3 years.....	512.66	542.66	572.66	598.43

Statmaster Operators:

Inexperienced.....\$	502.62	532.62	562.62	587.94
After 1 year.....	575.91	605.91	635.91	664.53
After 2 years.....	590.98	620.98	650.98	680.27
After 3 years.....	609.37	639.37	669.37	699.49
After 4 years.....	697.89	727.89	757.89	792.00

11.5 MISCELLANEOUS:

Creative Serviceperson:

Inexperienced.....	490.74	520.74	550.74	575.52
After 1 year.....	506.65	536.65	566.65	592.15
After 2 years.....	581.07	611.07	641.07	669.92
After 3 years.....	609.37	639.37	669.37	699.49
After 4 years.....	793.91	823.91	853.91	892.34

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	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
School Circulation Representative:				
Inexperienced.....	567.77	597.77	627.77	656.02
After 1 year.....	592.04	622.04	652.04	681.38
After 2 years.....	609.37	639.37	669.37	699.49
After 3 years.....	746.55	776.55	806.55	842.84
After 4 years.....	793.91	823.91	853.91	892.34

Promotion Assistants:

Inexperienced.....	583.55	613.55	643.55	672.51
After 1 year.....	599.12	629.12	659.12	688.78
After 2 years.....	664.84	694.84	724.84	757.46
After 3 years.....	749.74	779.74	809.74	846.18
After 4 years.....	791.08	821.08	851.08	889.38
After 5 years.....	1,000.00	1,030.00	1,060.00	1,107.70

New Ventures Department

Almanac Editor

First 6 months.....	790.37	820.37	850.37	888.64
After 6 months.....	1,000.93	1,030.93	1,060.93	1,108.67
After 1 year.....	1,049.88	1,079.88	1,109.88	1,159.82

New Ventures Researcher

Inexperienced.....	488.76	518.76	548.76	573.45
After 1 year.....	512.88	542.88	572.88	598.66
After 2 years.....	582.14	612.14	642.14	671.04
After 3 years.....	600.88	630.88	660.88	690.62
After 4 years.....	664.13	694.13	724.13	756.72

New Ventures Research Assistant

Inexperienced.....	492.30	522.30	552.30	577.15
After 1 year.....	502.62	532.62	562.62	587.94
After 2 years.....	519.94	549.94	579.94	606.04
After 3 years.....	581.43	611.43	641.43	670.29

	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
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11.6 OFFICE FORCE IN ALL DEPARTMENTS:

GROUP I:

Inexperienced.....	451.26	481.26	511.26	534.27
After 1 year.....	454.80	484.80	514.80	537.97
After 2 years.....	461.52	491.52	521.52	544.99
After 3 years.....	468.95	498.95	528.95	552.75

GROUP II: - Office Person; Copyperson; Messenger:

Inexperienced.....	454.09	484.09	514.09	537.22
After 1 year.....	461.52	491.52	521.52	544.99
After 2 years.....	468.95	498.95	528.95	552.75
After 3 years.....	476.02	506.02	536.02	560.14

GROUP III: - File Clerk, P. O. Clerk; Stockroom and Receiving Clerk; Mail Desk Clerk No. 1:

Inexperienced.....	458.34	488.34	518.34	541.67
After 1 year.....	463.29	493.29	523.29	546.84
After 2 years.....	470.72	500.72	530.72	554.60
After 3 years.....	477.79	507.79	537.79	561.99
After 4 years.....	488.40	518.40	548.40	573.08

GROUP IV: - Driving Messenger; Typist; Circulation Insurance and Subscription Clerks; Circulation General Office Clerks; Ad Dispatch Checker:

Inexperienced.....	463.29	493.29	523.29	546.84
After 1 years.....	469.30	499.30	529.30	553.12
After 2 years.....	474.96	504.96	534.96	559.03
After 3 years.....	485.22	515.22	545.22	569.75
After 4 years.....	494.06	524.06	554.06	578.99

GROUP V: - Board and Cut Room Clerks:

Inexperienced.....	468.59	498.59	528.59	552.38
After 1 year.....	474.25	504.25	534.25	558.29
After 2 years.....	480.62	510.62	540.62	564.95
After 3 years.....	491.59	521.59	551.59	576.41
After 4 years.....	503.33	533.33	563.33	588.68

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	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
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GROUP VI: - Advertising General Office Clerks; Promotion Clerks; Key punch Operator:

Inexperienced.....	473.55	503.55	533.55	557.56
After 1 year.....	479.91	509.91	539.91	564.21
After 2 years.....	489.47	519.47	549.47	574.20
After 3 years.....	500.50	530.50	560.50	585.72
After 4 years.....	512.17	542.17	572.17	597.92

GROUP VII: - Front Counter Clerks; Ad Disp. IBM General Clerks; Dictaphone Typists; Stenographers; Dispatcher-Concourse; Garage Clerks; HDCC Clerks; HDCC Radio Dispatchers; Purchasing Clerks; Newsprint Clerks:

Inexperienced.....	478.50	508.50	538.50	562.73
After 1 year.....	487.70	517.70	547.70	572.35
After 2 years.....	494.06	524.06	554.06	578.99
After 3 years.....	506.51	536.51	566.51	592.00
After 4 years.....	566.57	596.57	626.57	654.77

GROUP VIII: - Accounting Clerks; Telephone Operators; Unit Record Machine Operator; Correspondence Center Word Processors:

Inexperienced.....	485.22	515.22	545.22	569.75
After 1 year.....	492.30	522.30	552.30	577.15
After 2 years.....	502.62	532.62	562.62	587.94
After 3 years.....	563.74	593.74	623.74	651.81
After 4 years.....	575.06	605.06	635.06	663.64

GROUP IX (a): - Editorial Assistants:

Inexperienced.....	492.30	522.30	552.30	577.15
After 1 year.....	502.62	532.62	562.62	587.94
After 2 years.....	519.94	549.94	579.94	606.04
After 3 years.....	581.43	611.43	641.43	670.29

GROUP IX: - Secretaries; Collectors; Advertising Display Control Clerks; Classified Advertising Control Clerks; Telecommunications Specialists; CAPP Unit Control Clerks; Payroll Clerks; Advertising Clerks; Associate Buyer:

Inexperienced.....	492.30	522.30	552.30	577.15
After 1 year.....	502.62	532.62	562.62	587.94
After 2 years.....	512.17	542.17	572.17	597.92
After 3 years.....	573.65	603.65	633.65	662.16
After 4 years.....	581.43	611.43	641.43	670.29

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	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
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GROUP X: - Circulation Galley Clerks; Transient & Monthly Adjustment Clerks:

Inexperienced.....	502.62	532.62	562.62	587.94
After 1 year.....	512.17	542.17	572.17	597.92
After 2 years.....	570.46	600.46	630.46	658.83
After 3 years.....	580.01	610.01	640.01	668.81
After 4 years.....	590.63	620.63	650.63	679.91

GROUP XI: Ad-Visors; Advertising Systems Order Entry Clerks:

Inexperienced.....	510.26	540.26	570.26	595.92
After 1 year.....	566.07	596.07	626.07	654.24
After 2 years.....	577.39	607.39	637.39	666.07
After 3 years.....	588.71	618.71	648.71	677.90
After 4 years.....	596.49	626.49	656.49	686.03

GROUP XII: - Production Clerks; Head Death Notice Clerk:

Inexperienced.....	565.86	595.86	625.86	654.02
After 1 year.....	577.18	607.18	637.18	665.85
After 2 years.....	588.50	618.50	648.50	677.68
After 3 years.....	596.29	626.29	656.29	685.82
After 4 years.....	604.42	634.42	664.42	694.32

GROUP XIII: - Accountant; IBM Programmers; Ad Censors; Buyer:

Inexperienced.....	577.18	607.18	637.18	665.85
After 1 year.....	586.73	616.73	646.73	675.83
After 2 years.....	594.16	624.16	654.16	683.60
After 3 years.....	603.01	633.01	663.01	692.85
After 4 years.....	610.08	640.08	670.08	700.23

GROUP XIV:

Inexperienced.....	597.18	627.18	657.18	686.75
After 1 year.....	606.73	636.73	666.73	696.73
After 2 years.....	658.66	688.66	718.66	751.00
After 3 years.....	667.51	697.51	727.51	760.25
After 4 years.....	674.58	704.58	734.58	767.64

	Eff. 9/1/93	Eff. 9/1/94	Eff. 9/1/95	Eff. 9/1/96
GROUP XV: Computer Operators:				
Inexperienced.....	621.68	651.68	681.68	712.36
After 1 year.....	637.73	667.73	697.73	729.13
After 2 years.....	683.16	713.16	743.16	776.60
After 3 years.....	692.01	722.01	752.01	785.85
After 4 years.....	699.08	729.08	759.08	793.24

ARTICLE 12--GENERAL WAGE PROVISIONS

12.1 The Employer will pay all salaries or wages weekly. At the employee's option and where the arrangement can be made with the employee's financial institution, the Employer will provide for direct deposit of the employee's pay checks.

12.2 Experience means experience in comparable work. The Guild has 18 months from the date it is notified of an employee's employment to challenge the employee's experience rating. The Employer will consider all claims made within that period, and claims beyond that period will be considered waived. In the event of any dispute over an employee's experience rating, the parties will consider expedited arbitration under Article 40.2.

The adjustment will become effective once the Employer has been made aware of the additional experience. The Employer will retroactively adjust the wages provided the union raises the claims within 90 days following the end of the employee's probationary period.

12.3 Night Differential: Employees will receive a night differential of \$1.40 per shift for working any shift which ends at or after 7 p.m. but before 8:00 p.m., exclusive of overtime; for shifts ending at or after 8:00 p.m., but before 1:00 a.m., exclusive of overtime, \$2.00 per shift; and for shifts encompassing any portion of the period between 1:00 a.m. and 6:00 a.m., exclusive of overtime, \$3.00 per shift.

Any employee regularly assigned one or more nights to either of the shifts identified in this article will have the shift differential treated as part of their regular weekly pay for the purposes of calculating vacation, holiday, sick leave and severance pay. This provision will apply even if such employees are assigned to another shift to cover emergencies, illnesses, vacations or other similar temporary conditions. Any employee who works such shifts identified in this article, under temporary conditions, shall not be considered regularly assigned to the shift for purposes of

calculating vacation, holiday, sick leave and severance pay.

12.4 Flight Hazard Pay: A premium of five percent (5%) of an employee's weekly salary will be paid for each shift, including overtime, during which he/she is required to fly aboard a non-scheduled flight.

12.5 Number of Inexperienced Employees: Not more than ten percent (10%) of the employees at any time in any department shall be persons with less than two (2) years' experience. For the purpose of the foregoing sentence, copypersons, office persons, Home Delivery Communications Center Clerks, and messengers shall not be included in calculating either the total number of employees or the number of inexperienced employees.

12.6 Employees no longer employed by the Employer shall be notified of the amount due them under this Article by letter to be mailed by registered mail by the Employer (a copy of each letter to be furnished to the Guild) to the last known address of such employee. Such letter is to be signed jointly by the Employer and the Guild and shall notify each employee for payment of the amount due him/her within sixty (60) days after mailing of said letter, and that failure to make such application by the employee within the time specified may absolve the Employer from making such payment, unless good cause is shown for the application being delayed beyond sixty (60) days. Said sixty-day limitation shall not apply to employees who entered or were in the war service, as defined in Article 30, either prior to or during the sixty (60) days after the mailing of said letter.

12.7 The Company will continue to provide a Flexible Spending Account (FSA) consistent with the applicable provisions of the Internal Revenue Code. The terms and conditions of the FSA shall be substantially the same as the plan presented and discussed during the 1989 negotiations. To qualify, an employee must work at least twenty (20) hours weekly.

12.8 The Company will continue to provide a 401(k) plan consistent with the applicable provisions of the Internal Revenue Code. Such plan will be funded exclusively by voluntary salary deferrals by the employees covered by this collective bargaining agreement. To qualify, an employee must work at least twenty (20) hours weekly.

12.9 Other than 12.7 and 12.8, the provisions of this Article are superseded by Side Letter R.

ARTICLE 13--INSURANCE

13.1 Riot Damage. The Employer shall at its own cost provide insurance for employees against loss of life and loss of (or loss

of use of) eye or limb suffered as a result of an injury sustained in the course of their work in connection with riot, civil commotion, insurrection, crime or disaster. Such life insurance shall be in the principal sum of \$100,000.00, and such other insurance shall be in the usual proportional amount of said principal sum.

13.2 Insurance in the amount of \$100,000.00 will be provided by the Employer for reporters and photographers who are required in the course of their work to travel by airplane on other than a regularly-scheduled flight.

13.3 Travel-accident insurance coverage provided by the Employer will apply to employees covered by this agreement. Such coverage is not an addition to insurance coverage provided for elsewhere in this agreement.

13.4 Short-term Disability: The Employer will maintain, at its own expense, the present disability benefit for accidental injury or sickness. The policy will provide a weekly benefit of \$50.00, for a maximum of 13 weeks, for that period in which the individual is not entitled to sick pay benefits. The Employer may, for each week during which he pays sick pay to the employee, retain the weekly payment due under this insurance.

13.5 This provision is superseded by the terms of Side Letter R.

ARTICLE 14--EXPENSES

14.1 Employees shall be entitled to all proper and reasonable expenses incurred in the course of their duties. This Article is superseded by the terms of Side Letter R.

14.2 Meal Allowance: Any employee who is required to work overtime two consecutive hours, either pre-shift or post-shift, or who is required to work 9 1/2 consecutive hours or more without a lunch period, shall be entitled to a meal allowance of \$9.00.

The current practice in the Inquirer Classified Department shall continue: those salespersons working on Friday nights until 7:00 p.m. will continue to receive supper money.

14.3 Auto Allowance: A "regular car user" is an employee who consents and is authorized to use a privately-owned automobile in the business of the Employer. Such employee will receive at least \$10.00 per day, five days per week, 52 weeks per year, or \$.23 per mile, whichever is greater. Effective 1/2/94, the mileage allowance only is increased to \$.28. Parking will be provided for regular car users. If the employee uses the automobile on the employer's business an additional day, the employee will receive at least the

minimum for this additional day.

An "occasional car user" is an employee who consents and is authorized to use a privately-owned automobile, and shall be paid \$.23 per mile, but not less than \$10.00 for each day on which the automobile is used. Effective 1/2/94, the mileage allowance only is increased to \$.28. The company will provide a \$2.00 parking supplement on those days "occasional car users" use their cars for work and provide documentation.

Mileage rate increases will be calculated at the rate of 1/2 cent per mile for each 5-cent increase in the cost of unleaded gasoline, based on a monthly reading of the Consumer Price Index of gasoline in the Philadelphia Market Region (base of \$ 1.215 per gallon). Conversely, if the price drops below each 5-cent increase above the base level, the mileage allowance will be reduced accordingly, but not below the base rate of \$.23 per mile. Effective 1/2/94, the base rate is increased to \$.28 per mile.

The Employer can only terminate authorization as a regular car user if the employee's job assignment changes permanently, so that regular car use is no longer necessary. The Employer must give a 180-day notice in writing of a change in status.

Any other change in the terms of this article during the life of the contract can be made only by mutual agreement.

Present company car users may elect during the term of this contract to convert to their personal cars, with the approval of the Employer, but shall not be required to do so by the Employer. Employees shall not be penalized for not electing to convert to personal car user status.

14.4 Necessary working equipment shall be provided to employees at the Employer's expense.

ARTICLE 15--HOLIDAYS

15.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day will be paid holidays. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday.

An employee will be permitted to be absent from work with pay on Rosh Hashana, Yom Kippur, Good Friday, and Martin Luther King Jr. Day, provided the employee has notified his/her immediate superior at least two (2) weeks in advance. The employee may be required to make up the absence by working on a regular day off or on one of the other holidays, as may be agreed on by the employee and superior.

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15.2 All employees in the Editorial Departments shall, in addition to their regular days off, be free from work on three (3) of the paid holidays and shall receive four (4) additional days off in lieu of the other three holidays without loss of pay.

15.3 All employees in all other departments will receive the six paid holidays, in addition to their regular days off, with these exceptions: Maskers, Statmaster Operators, the supervisor of Makeup, one advertising Makeup Person, and two clerks in the advertising departments; two clerks in the Accounting Department; the Assistant to the Head of Ad Production; two clerks and one messenger in Ad Production; two clerks in the Circulation Cashier's department; one Inside Circulation Galley Clerk; and two employees at the Mail Desk. All these employees may be required to work on not more than three of the six paid holidays. For each holiday worked, the employee may elect to take another day off (in addition to the employee's regular days off and normal vacation) or cash payment set forth in section 15.5. If the employee elects to take another day off, the day shall be granted during the calendar year.

15.4 If any of the paid holidays falls during an employee's vacation, or on an employee's regular day off, the employee will receive a compensating paid day off within 30 days following the holiday.

15.5 If an employee is required to work upon a holiday, or upon a day on which the employee is entitled to be free from work for having worked upon a paid holiday, the employee will be paid one and one-half times his/her regular days pay for all hours worked up to 7-1/2 and double-time for all hours worked (beyond one-quarter hour) for all worked in excess of 7-1/2, in addition to the employee's regular weekly salary.

15.6 This Article is superseded by the terms of Side Letter R.

ARTICLE 16--PERSONAL DAYS

16.1 Employees on the payroll as of January 1 of any year will receive three paid personal days per year. The dates on which these personal days are taken will be mutually agreed upon between the employee and the department head. Employees shall designate prior to October 1 the dates for their personal days for the remainder of the calendar year. If an employee fails to make such designation by October 1, the Employer may assign the days to be taken within the calendar year.

During the initial period of employment, permanent employees hired after January 1 and prior to June 30 of any year, will be entitled to one personal day during the year. Any employee hired between July 1 and December 31 will be granted one personal day, provided

the employee's birthday falls after the employee's date of hire, but prior to January 1 of the following year.

16.2 This provision is superseded by the terms of Side Letter R.

ARTICLE 17--BEREAVEMENT LEAVE

17.1 In the event of a death in the employee's immediate family, the employee will be given a reasonable amount of time off with pay. "Immediate family" is defined as parents, children, siblings, spouse, declared domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, guardians, step-parents, step-children, step-brothers, step-sisters, brothers-in-law, sisters-in-law, foster parents and relatives residing in the employee's household.

In special circumstances, consideration will be given for relatives not enumerated above.

17.2 This Article is superseded by the terms of Side Letter R.

ARTICLE 18--JURY DUTY LEAVE

18.1 An employee summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid for the period the difference between the employee's regular salary and the amount of money received for jury service. If a regular employee is scheduled to work on a Saturday and/or Sunday, the employee shall, for the period of jury duty, have Saturday and Sunday designated as regular days off.

The Employee may, for the purposes of this article, reschedule another employee to cover the vacated off days without regard to the limitations on schedule changes expressed elsewhere in this contract.

Night shift employees shall not be required to work on days called to jury duty.

18.2 This Article is superseded by the terms of Side Letter R.

ARTICLE 19--VOTING TIME LEAVE

19.1 An employee required to work on Election Day during the hours the polls are open shall receive upon request and at a time convenient for the Employer, two hours off with pay to enable him/her to vote.

19.2 This Article is superseded by the terms of Side Letter R.

ARTICLE 20--VACATIONS

20.1 Employees will receive each year paid vacations under the following schedule:

Length of continuous service	Amount of vacation
6 months	1 week
1 year	2 consecutive weeks
2 years	3 consecutive weeks
6 years	4 consecutive weeks
20 years	5 consecutive weeks

20.2 The Employee's total length of continuous service for this article will be the amount of years, effective on June 30, for the calendar year in which the vacation is allowed. Service is counted in any capacity at the Daily News, or Inquirer, under the present Employer and all predecessor employers of said publications.

20.3 The normal vacation period will be from April 1 to September 30, and, where practical, vacations will be scheduled between June 1 and September 30. An employee may, with the consent of the department head, take vacation leave at another time, or in two or three separate periods. Consent will not be withheld unless granting the employee's request would seriously or unreasonably interfere with the usual operation of the employee's department.

20.4 Employee requests for vacation time off shall be determined on the basis of seniority, for requests made prior to March 1. The schedule of vacations by seniority shall be posted by March 8. (All available vacation time not claimed by March 1, on the basis of seniority, shall be determined on the basis of the order in which requests are received.) If additional vacation weeks become available after March 1, the selection of these weeks shall also be by seniority.

20.5 This Article is superseded by the terms of Side Letter R.

ARTICLE 21--SICK LEAVE PAY

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

EMPLOYED MORE THAN:	AND LESS THAN:	AMOUNT:
A total of 6 months.....	1 year.....	2 weeks' pay
1 year.....	1 1/2 years.....	3 weeks' pay
1 1/2 years.....	2 years.....	4 weeks' pay
2 years.....	2 1/2 years.....	5 weeks' pay

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2 1/2 years.....	3 years.....	6 weeks' pay
3 years.....	3 1/2 years.....	7 weeks' pay
3 1/2 years.....	4 years.....	8 weeks' pay
4 years.....	4 1/2 years.....	9 weeks' pay
4 1/2 years.....	5 years.....	10 weeks' pay
5 years.....	5 1/2 years.....	11 weeks' pay
5 1/2 years.....	6 years.....	14 weeks' pay
6 years.....	6 1/2 years.....	15 weeks' pay
6 1/2 years.....	7 years.....	17 weeks' pay
7 years.....	7 1/2 years.....	18 weeks' pay
7 1/2 years.....	8 years.....	19 weeks' pay
8 years.....	8 1/2 years.....	20 weeks' pay
8 1/2 years.....	9 years.....	21 weeks' pay
9 years.....	9 1/2 years.....	23 weeks' pay
9 1/2 years.....	10 years.....	25 weeks' pay
10 years.....	10 1/2 years.....	26 weeks' pay
10 1/2 years.....	11 years.....	28 weeks' pay
11 years.....	11 1/2 years.....	29 weeks' pay
11 1/2 years.....	12 years.....	30 weeks' pay
12 years.....	12 1/2 years.....	31 weeks' pay
12 1/2 years.....	13 years.....	32 weeks' pay
13 years.....	13 1/2 years.....	33 weeks' pay
13 1/2 years.....	14 years.....	34 weeks' pay
14 years.....	14 1/2 years.....	35 weeks' pay
14 1/2 years.....	15 years.....	36 weeks' pay
15 years.....	15 1/2 years.....	37 weeks' pay
15 1/2 years.....	16 years.....	38 weeks' pay
16 years.....	16 1/2 years.....	39 weeks' pay
16 1/2 years or more		40 weeks' pay

21.2 An employee will not be entitled to sick pay until the employee is notified in writing by the Employer that he/she will be retained in his/her position, or until the employee completes three months of employment, whichever occurs earlier.

The minimum allowance for an employee with less than one year's continuous service will be two (2) weeks' pay, subject to the preceding paragraph.

21.3 If the illness of an employee extends from one service year into the next service year, the employee is not entitled to receive sick leave pay for such absence in excess of the amount indicated on the Schedule in Article 21.1.

"Service Year" is defined as the period of 365 days beginning on January 1, for those employees hired during the period from January 1 through June 30; or July 1, for those employees hired during the period from July 1 through December 31. If an employee's sick leave absence is not continuous from one service year into the next, the employee's full sick leave will be renewed at the

beginning of each service year.

21.4 The length of service mentioned in Article 21.1 shall include the employee's total length of continuous service for the Daily News or The Inquirer in any capacity under the present Employer and all predecessor Employers.

21.5 When an employee has been continuously absent because of illness for more than 40 weeks, the employee may then, until the end of the year which began with the first day of absence, elect to terminate employment. The employee will then be entitled to receive all accrued severance pay, his/her employment will then cease entirely and the Employer shall have no further obligation to such employee. When an employee has been continuously absent because of an illness for more than one (1) year, the Employer may at that time elect to terminate such employee's employment by paying him/her a sum equal to the amount of severance pay which would have been due him/her had he/she retired at age 60. Thereupon, the employee's employment will cease entirely and the Employer shall have no further obligation to such employee.

If neither the employee nor the Employer elects to terminate employment under this article, but the employee dies during his/her absence because of illness, death severance shall be given, under Article 22, but no sum shall then be due under this article.

If neither the employee nor the Employer elects to terminate employment, the employee shall, upon recovery from illness, be reinstated in his/her regular position.

For the purpose of this article, the employee's effort to return to work when not in suitable physical condition to perform his/her normal duties on a full-time basis shall not operate to interrupt continuity of absence.

21.6 The Employer may require an employee absent because of illness to submit a physician's certificate or may have him/her examined by a physician selected by the Employer.

(NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness of three (3) days' duration or less will be relaxed, providing the employee notifies his/her immediate superior of such illness at least one-half hour (1/2) before the time he/she is scheduled to report to work, and provided there is no indication of malingering. In the latter case, a doctor's certificate may be required before sick pay is allowed. In the case of employees who are scheduled to report for work in the afternoon or early evening the call to report illness shall continue to be made in accordance with past practice, before the scheduled time for actually reporting for work. In the case of an

employee who has no telephone, notice at the earliest opportunity (by mail, if necessary) shall be considered compliance with the requirement of reporting the illness.)

21.7 The provisions of the Article shall in no way affect, modify or waive the Employer's right and liabilities or the employee's right under the Workers' Compensation Laws.

21.8 Employees on such leave are expected, to the extent possible, to notify the Employer of the probable date of their return.

21.9 In case of payment of sick leave pay to an employee under this Section 21, the Employer shall be subrogated to the extent of such payment to all rights of the employee for lost wages against any third party, who or which by act of commission or omission caused the absence of the employee, which required the payment of sick leave pay by the Employer. Such rights shall be assigned to the Employer by the employee immediately upon receiving the first week's sick leave pay. The Employer shall be authorized to sue, compromise, or settle in the employee's name and the employee will, when requested by the Employer, execute any and all documents pertaining to such litigation. Any action taken by the Employer shall be without cost to the employee. Amounts recovered shall be used as offsets against sick time charged to the employee.

21.10 Where the pattern of an employee's absences allegedly due to illness, or other circumstances surrounding an absence alleged by an employee to be due to illness, indicated, in the Employer's opinion that an employee may be malingering, the Employer shall promptly send a letter to the employee, and a copy to the Guild, (1) describing such pattern or circumstance and why, in the Employer's opinion, such pattern or circumstance indicates to the Employer that an employee may be malingering, and (2) notifying the employee a physician's certificate will be required of him/her on the next occasion of his/her absence by reason of illness.

21.11 This Article is superseded by the terms of Side Letter R.

ARTICLE 22--SEVERANCE PAY

22.1 An employee shall immediately receive severance pay, in the case of discharge, retirement at age 60 years or more, or death, except in the case of an employee who deliberately provokes his/her discharge in order to obtain severance pay, or if an employee is required to be discharged because of failure to maintain good standing in the Guild, as provided in Article 4.1, or because of failure to pay the Guild's service fee.

The schedule for severance payments shall be the same as provided

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for sick leave, under Article 21.1. For purposes of this article, the employee's length of continuous service shall include all service for the Daily News or The Inquirer in any capacity under the present employer and all predecessor employers.

22.2 Death Severance: The death severance payment shall be immediately paid upon the death of an employee to the beneficiary last designated in writing. If the employee did not designate in writing a beneficiary, the Employer shall pay the death severance benefit to the persons designated by state law. In case of a dispute over the estate, the Employer shall have the right to pay the death severance benefit into Court and to interplead the disputants.

The minimum death severance will be \$20,000.00.

22.3 Employees shall give two weeks' notice before resigning.

22.4 Persons hired by the Daily News between August 1, 1954, and August 4, 1959, and who are still in the employ of either the Daily News or The Inquirer, shall receive severance pay of up to 11 weeks determined by their service during the aforementioned period if they resign before age 60.

22.5 The benefits described in this article are in addition to any compensation provided by the Unemployment Compensation Law of Pennsylvania or any other state to the extent that such payments are provided by law.

22.6 This Article is superseded by the terms of Side Letter R.

ARTICLE 23--HEALTH AND WELFARE FUND

23.1 In addition to salaries, the Employer shall, at the end of each calendar month, pay the following amounts into The Newspaper Guild Health and Welfare Fund, established under an Agreement and Declaration of Trust, executed on May 17, 1968, the following amounts per week, for each full-time employee:

Effective 9/1/93 - \$100.15
Effective 1/1/94 - \$114.25
Effective 3/1/94 - \$129.25
Effective 9/1/94 - \$119.25
Effective 1/1/95 - \$105.15
Effective 3/1/95 - \$120.15
Effective 9/1/96 - \$130.15

In addition to the monies diverted to Health and Welfare, the Guild, with 90 days notice, may temporarily divert an additional portion of the wage package or Pension Plan contribution to the

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Health and Welfare Fund. The parties will give first consideration to divert from pension of up to the \$14.10 contribution before affecting wages. In any case, any diversion, either from pension or wages, would terminate prior to the expiration of the contract.

23.2 For all part-time employees, the Employer's payment shall be computed on a pro-rata basis in proportion to the time worked.

23.3 The Employer will have no obligation to make such payments for those hired as vacation replacements.

ARTICLE 24--PENSIONS

24.1 In addition to salaries, the Employer will contribute to the Pension Trust Fund, a sum equal to 6% of straight-time salaries paid to each employee, plus \$14.10 per employee per week, pro-rated for part-time employees in proportion to the time worked. Effective 1/1/94, \$14.10 per employee per week will be diverted to Health and Welfare; effective 1/1/95, this diversion will cease and the amount (\$14.10 weekly) will be paid into the pension plan.

Any monies needed in the future to adequately fund the cost of pension plan improvements will be provided for in future negotiations.

For employees working pursuant to Side Letter R commission equals salary.

24.2 The Guild and the company may mutually agree to alter the pension benefits. Any alteration in benefits shall be established with the assistance of an actuary chosen by mutual agreement between the Guild and the Employer and shall be actuarially sound. If the Guild and the Employer are unable to agree upon any actuary within 30 days from the execution of this contract, either party may submit the selection of such actuary to an arbitrator designated in accordance with the rules of the A.A.A. The Pension Plan and the Trust Agreements providing for the custody and investment of the Pension Trust Fund shall be embodied in a Pension Trust Agreement and in other such documents as may be necessary, conforming to the Internal Revenue Code and of the Internal Revenue Service requirements in order to qualify contributions to the Pension Trust Fund for deduction for income tax purposes, as provided in the Pension Plan.

24.3 The Employer will have no obligation to make such payments for those hired as vacation replacements.

ARTICLE 25--JOB POSTING AND BIDDING

25.1 The Employer shall take the following steps:

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(a) The Employer will post on all Guild bulletin boards for ten days, notices of all non-editorial job vacancies. Library vacancies will be posted but will otherwise be considered Editorial Department positions. An employee desiring to fill a vacancy shall submit written application during the ten day posting. The Guild will be notified in writing of the vacancies.

(b) Give first consideration to regular employees then on the payroll in filling new or vacant positions in preferable or higher paid classifications.

(c) Give first consideration for regular employment to part-time, temporary and replacement employees then on the payroll in filling any vacancies created by the departure or transfer of any regular full-time employee.

(d) Give any employee who applies for a posted position and is rejected, notification of the rejection in writing. The employee may request a meeting with the Department Manager and a representative from the Human Resources Employment Office to discuss his/her application for the posted position.

25.2 The Employer and the Guild agree that there shall be no discrimination in job tryouts and advancements by reason of age, race, creed, color, national origin, sex, marital or parental status, sexual preferences, union activities or irrelevant physical or mental disability.

25.3 Only the foregoing provisions but no other provisions of this Article will apply to employees working pursuant to Side Letter R.

25.4 An employee may be transferred from a lower to a higher classification for a trial period of 90 days, a period which may be extended by mutual agreement between the Employer and the Guild. During this trial period, the employee shall receive at least the minimum in the higher classification next higher than his/her regular salary. If an employee so transferred has valid comparable experience in the higher classification, he/she shall be given full credit in determining the salary minimum to be paid.

If the employee successfully completes the trial period, he/she shall be confirmed in the classification to which advanced. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification.

If the employee returns to the classification previously held by his/her choice, or failing to qualify for the promotion, any other employee promoted as a result of the employee's trial period may be restored to his/her classification and rate of pay. Any employee affected by this provision would be made aware in writing of its

terms at the time of advancement.

If the employee is returned/returns to the classification from which he/she advanced he/she shall then receive a salary he/she would be entitled to if he/she had never been advanced. His/her service in the higher classification shall be counted for all purposes as service in the classification from which he/she advanced.

If at any time during this 90-day period, or any extension, the Employer determines that the employee is not competent to perform the duties of the higher classification, the employee may be returned to his/her former classification and wages.

During the 90-day trial period, the employee may elect to return to his/her former classification.

The Employer's evaluation of the employee's progress shall be discussed with the employee at least following the 45th day, 75th day and at the end of the trial period.

25.5 An employee who returns to the old classification shall be paid as if he/she had never been advanced, but service in the higher classification shall be counted for all purposes as service in the old classification.

25.6 Trial periods shall automatically be extended to include all time lost, when such time lost exceeds five days. The Guild shall be notified prior to any extension of an employee's trial period.

25.7 It is understood that PNI's training program, under which Inside Telephone Salespersons have temporarily filled in for absent Outside Salespersons in the Inquirer Outside Classified Sales Department will be extended to other outside advertising sales departments and will include other employees covered by this contract. It is agreed that PNI will select employees for this training program from among those who have requested such training opportunities.

ARTICLE 26--SECURITY

26.1 The Employer will not discharge any employee except for good and reasonable cause.

If arbitration is required to determine whether there was good and reasonable cause for discharge, regardless of seemingly conflicting provisions in Article 40 arbitration must be requested within 45 days of discharge. The arbitrator's decision shall be restricted solely to a finding of whether or not the discharge was for good and reasonable cause. If the decision is in favor of the Employer,

the award shall be limited to sustaining the discharge, and if the award is in favor of the Guild, the award shall be limited to reinstatement of the employee or employees, with full pay for all time lost.

26.2 The Employer shall give to the Guild and to the employee notice in writing of an intended dismissal at least two weeks in advance of the effective date, stating the reason for the dismissal.

Notwithstanding the provisions of this article, the Employer may discharge an employee immediately upon giving to the Guild and to the employee written notice of the dismissal and of the reason therefore, accompanied by a payment to the employee of two weeks salary in lieu of the two weeks notice in any case in which the cause for the discharge is the employee's proven financial dishonesty of a substantial nature, or the employee's use of physical violence (in that portion of the Inquirer buildings devoted to the publishing of the Inquirer or Daily News), upon another employee or person having business relations with Philadelphia Newspapers, Inc.

26.3 Probation Period: The first three months after an employee's hire, shall be a probationary period, except that, for any inexperienced employee, hired as a Copyreader, Rewrite Person, or Outside Salesperson, the first six months after hire shall be the probationary period.

During the employee's probationary period, the employee may be dismissed upon two weeks notice in writing, and during this period, the bona fide decision of the Employer of the employee's employability shall be final. In case of a person who had been unemployed when hired, the two-week notice shall not be required if the employee is dismissed within the first two weeks of employment.

Probationary periods shall automatically be extended to include all time lost when the time lost during the probationary period exceeds five days. The Guild shall be notified prior to any extension of an employee's probationary period.

This provision (26.3) is superseded by the terms of Side Letter R.

26.4 Warning Letters: The Employer will send the Union a copy of any warning letter issued to an employee covered by this contract. If the Union or the employee submits a written answer to the warning letter, the response will be placed in the employee's personnel file.

The Employer will also send to the Guild any formal letter of commendation issued to any employee covered by this contract.

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ARTICLE 27--REDUCTION IN FORCE

27.1 Where the cause for dismissal is one other than the fault of the employees involved, such cause must be deemed good and reasonable. In addition the Employer must: give to the Guild a written notice, at least 30 days in advance, if practicable, but not less than 15 days, of its intention to institute dismissals, and shall, during the period before the dismissal becomes effective, engage in a reasonably full discussion with the Union over the proposed dismissal. The Employer shall make every reasonable effort to retain employees. These efforts shall include transferring employees with longer seniority to a group containing a position which the employee previously held.

The employee proposed for dismissal shall be the one who, in the group or groups in which it is necessary to reduce costs, has the least seniority. For the purpose of this article, seniority is defined as service in any capacity for the Employer and predecessor employers.

27.2 The groups listed below are subject to Article 27.3 through 27.13:

- A. Messenger, Office Persons, Driving Messenger, Copy Persons.
- B. File Clerk, PO Clerk, Stockroom and Receiving Clerk, Mail Desk Clerk No. 1, Circulation Insurance and Subscription Clerk, Newsprint Clerks, Circulation General Office Clerks, Dispatch Checker, Board and Cut Room Clerks, Home Delivery Communications Center Clerks and Radio Dispatchers, Purchasing Clerks, Promotion Clerks, Advertising General Office Clerks, Dispatcher-Concourse, Telephone Operators, Garage Clerks.
- C. Stenographers, Secretaries, Dictaphone Typists.*
- D. Key punch Operators.
- E. Front Counter Clerk, Ad Dispatch, IBM General Clerk, Accounting Clerks, Collectors, Advertising Display Control Clerks, Classified Control Clerks, Adjustment Clerks, Circulation Galley Clerks, National Control Clerks, Ad Censors, Production Clerks, Masker, Assistant Color Coordinator, Library Assistants, Creative Service.
- F. Accountant.
- G. Library Classifiers,* Promotion Assistants, School Circulation Representative.
- H. IBM Programmer, Computer Operators.*
- I. Ad Artists.
- J. Statmaster,* Graphics Technician.
- K. PNI Advertising:
 - 1. Ad Takers,* Death Notice Clerk,* Inside Telephone Sales Representatives.

2. Classified Advertising Salespersons, Display Advertising Salespersons.
3. Make-Up Persons, Layout Persons.
4. Commission Sales Employees (Side Letter R)

(Note: No full time salaried sales staff i.e. Display Advertising Salesperson, Classified Advertising Salesperson, Inside Telephone Sales Representative and Ad-visor will be laid off as long as the Publisher continues to employ Commission Sales employees.)

L. Inquirer Editorial:

1. News Artists.
2. Cartoonists.
3. Reporters, Writing Reporters, Rewrite.
4. Make-Up Persons, Desk Assistants, Copy Readers.
5. Editorial Writers.
6. Photographers, Photo Printers.
7. Editorial Clerks.
8. Action Line Researcher.

M. Daily News Editorial:

1. News Artists.
2. Cartoonists.
3. Reporters, Writing Reporters, Rewrite.
4. Make-Up Persons, Desk Assistants, Copy Readers.
5. Editorial Writers.
6. Photographers, Photo Printers.
7. Editorial Clerks.

27.3 (a) Employees in a classification bearing an asterisk are limited within the group to their classification within the group that may also bear an asterisk. In such groups, other classifications not marked with an asterisk and affected by the operation of this article, shall be given seniority consideration as among all classifications in the group.

(b) In the event of a reduction in force, the following procedures will apply to the PNI Advertising Department:

(1) Seniority shall be measured on the basis of total continuous service with the company irrespective of departmental assignment.

(2) The company shall not be limited in reassigning salespersons arising through the operation of these procedures.

27.4 Employees who are regularly assigned as TV Columnist,

GUILD - 1993 - 1997

Political Columnist, Local Columnist and Sports Columnist may be retained in such jobs despite their having less seniority than other employees who might be assigned to such work, if the Employer and the Guild agree that the performance of the former employees is so skilled and unique that preference of assignment based on length of service is inappropriate. In the absence of such agreement, the matter may be submitted for arbitration.

27.5 High level supervisors covered by the contract, and their assistants, are each to be considered in a separate group within their respective departments in the event of a reduction in force in their departments, if they have held their supervisory posts for at least one year. The Employer and the Guild shall attempt to agree on the identity of employees falling in this category, within 30 days after the execution of this contract, or within such period after the expiration of the 30-day period as the parties may agree upon. Any differences may be submitted to arbitration.

27.6 Whenever practical (i.e. wherever there would be no significant difference in cost or efficiency of operations) part-time workers will be eliminated before the dismissal of full-timers in their group. A full-time employee who suffers a dismissal may claim an existing part-time job in the same group, replacing the part-time incumbent.

27.7 Reporters and Rewrite Persons will not be dismissed to the extent that substantially equivalent results can be achieved through the elimination of non-staff correspondents.

27.8 In case of a reduction in the force, any employee who would not be displaced may volunteer to be dismissed. If such offer is accepted, the employee shall maintain the rights listed in Articles 27.10 and 27.11. In such cases, severance would be paid. Severance will be repaid in the event the volunteer returns under recall provisions. Deferred payment arrangements will apply in such cases.

27.9 An employee shall receive full severance, according to Article 22 in case of dismissal under this article. This provision is superseded by the terms of Side Letter R.

27.10 An employee who suffers a dismissal under this article shall, for two years after the date of dismissal, be given preference on the basis of seniority for filling any position which the employee previously performed, or which the employee could perform with similar amount of on-the-job training that a new employee would require.

Before hiring a new employee into a classification from which an employee has been displaced to another position, the employee will,

for a period of two years following displacement, be offered the opportunity to return to his/her previous classification.

The Employer may, at its discretion, for a period of two years following the displacement, reassign an employee displaced to a higher classification back to his/her former classification at the then current rate of pay for the former classification.

27.11 Any disagreement between the Employer and the Guild as to whether the cause for dismissal is, of itself, good and reasonable and whether the criteria above set forth have been fulfilled, shall be subject to arbitration.

27.12 If an employee is displaced to either a lower or higher classification within a grouping, the employee's rate of pay in the new classification will be based on current rates in that classification, except the adjustment shall not exceed two adjacent job groups (Group I-XV) in Article 11 of the contract. If the job is not included in the Group I-XV structure, the adjustment shall not be greater than 10%, higher or lower, than the employee's current minimum. In cases where the employee's adjusted rate of pay exceeds the contract minimum for that position, such employee's rate of pay will not be increased until his/her rate is commensurate with the minimum for that classification. In cases where the employee's adjusted rate of pay is less than the contract minimum for the position, the employee's rate will be raised to the minimum of the new job's position, effective two years from the date of displacement.

ARTICLE 28--PART TIME AND TEMPORARY EMPLOYEES

28.1 Part-time employees are subject to all terms of this contract. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked. Part-time employees will not be entitled to experience increases, subsequent to hiring, under Article 11 until they have actually worked for the Employer a total number of days or hours equaling the period established for full-time employees.

28.2 The Employer agrees that no part-time employees may be employed in either the Circulation Department or in the Editorial Department, except as follows:

Editorial Departments: part-time editorial clerks may be employed, for not less than two days per week, and for not less than four consecutive hours per day. The number of hours worked over any four-week period by such employees shall not exceed 50% of the total hours worked by the full-time Editorial Clerks, excluding secretaries.

Circulation Departments: part-time employees may be employed to cover peak hours of the Home Delivery Communications Center's operations. Such employees may be employed for not less than two days per week and for not less than three consecutive hours per day. No more than 50% of the Center's hours may be covered by part-timers, except that this limitation shall not apply to Saturday and Sunday hours.

28.3 Employees may, by mutual consent of the employee and Employer, convert to part-time status or be assigned work schedules inconsistent with Article 7 after returning from maternity/paternity leave or because of personal needs or family emergencies. Any such change to part-time status or change in schedule shall not be implemented prior to written notification to the Union. An employee may continue in part-time status or inconsistent schedule for no longer than one year, unless the period is extended by mutual consent of the employee, the Employer and the Guild.

28.4 Persons may be hired in all departments covered by this contract to do the work done by employees on vacation, or on paid or unpaid leave. The wages, hours, overtime, holiday, grievance and arbitration provisions of this contract, but no other provisions, shall apply to such temporary employees.

28.5 In case of unusual circumstances, temporary employees in other than the Editorial Departments may be employed who shall be subject to all provisions of this contract, except articles covering Job Posting and Bidding; Vacations; Paid Sick Leave; Security; and Leave for United States Service.

These employees shall not do work previously and normally done by regular employees, and the term of such employee may not exceed three months in any twelve-month period.

In the New Ventures Department, if temporary employees are utilized for 6 months or longer, except where such duration is permitted by the contract, the company will notify and discuss the matter with the Guild. Any New Ventures Department temporary employee working longer than 6 months, except where such duration is permitted under the contract, will be entitled to severance pay pursuant to Article 22.

28.6 Regardless of any other seemingly conflicting provision of this contract, when an employee who has been absent because of illness or maternity leave returns to work, any other employee hired because of the first employee's absence may be dismissed by the Employer. Any employee transferred to a different position because of the first employee's absence may be returned to his/her former position, and to his/her former rate of pay, or the scale

then applicable to the former position if that then is higher than his/her former pay. The Guild and the employee affected by this section shall be notified in writing of its existence and of the nature of the substitution at the time of hiring or transfer, as they case may be.

28.7 This Article is superseded by the terms of Side Letter R.

ARTICLE 29--LEAVE OF ABSENCE

29.1 Leave of absence shall be granted for a good and sufficient cause by arrangement with the Employer, provided it is practicable for the Employer to grant such leave.

29.2 Leaves of absence shall not constitute termination of employment, and the period of such leave of absence shall be added to the employee's length of service for the Employer insofar as severance pay, experience rating, sick leave pay, vacations or any other accumulated credits are concerned up to a period not exceeding one hundred and twenty (120) days.

Provisions of this Article shall not alter or extend the status of any employee who is a replacement for an employee absent on leave under this contract.

An employee who expects to go on leave under this Article must give notice of his/her intention to take such leave of absence at least two (2) weeks before the beginning of the leave and notice of the date on which he/she expects to return to work at least two (2) weeks before such date.

29.3 Maternity/Paternity Leave: At the request of an employee, maternity or paternity leave of up to twelve (12) months shall be granted without pay to any employee with one year or more of service with the Employer. All leaves must commence not later than four (4) months following the end of disability or date of adoption. During such leave, the employee shall accumulate severance pay, sick leave, vacation, experience rating and other credits. An employee returning from maternity or paternity leave shall give two (2) weeks notice of his/her return. Only this provision (29.3) but no other provision of Article 29 will apply to employees working pursuant to Side Letter R.

29.4 In addition to other leaves provided under this Article, an employee shall be granted leave in accordance with Federal or State Statute that is specifically applicable to employee requesting the leave.

29.5 Leaves of absence shall be permitted to employees elected or appointed to responsible public office. The term of such leave

shall not exceed either the first term of such office, or four (4) years, whichever is longer.

29.6 Union Leave: Leaves of absence will be permitted to employees, not to exceed two (2) from any one department or any more than (5) at one time, who are elected or appointed to full-time positions with the Local Guild, The Newspaper Guild or the AFL-CIO.

Leaves of absence, subject to the Article 29.2 shall be granted to delegates attending the annual convention or special meeting of the Newspaper Guild.

29.7 Leaves of absence shall be granted to employees while performing duty in the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve.

29.8 Leaves of absence shall be granted for the purpose of:

(a) accepting fellowships offered by an accredited university or foundation, where such fellowships are related to publishing or (b) writing a book or (c) carrying out projects relative to professional advancement, provided it is practicable for the Employer to grant such leaves.

ARTICLE 30--LEAVE FOR UNITED STATES SERVICE

30.1 Any employee with three (3) months or more of service with the Employer who is required under act of Congress to enter the Service of the United States, or of any State, or who, if the United States is at war, voluntarily enters the armed forces of the United States, or of any State, or the United States Merchant Marine, or any employee who in the future may be conscripted by a Manpower-Draft under an Act of Congress to enter the service of any employer other than the Employer, and who furnished Management such documentary proof that he/she was to be conscripted, shall be considered as on leave of absence, and shall have the time spent by him/her in such services (hereinafter sometimes referred to as "war service") added to the length of his/her service for the Employer for all purposes. Any such employee who within ninety (90) days plus reasonable travel time of his/her release from war service applies for reinstatement, shall within two (2) weeks after the Employer receives such application be returned to his former position, if he/she is capable physically of filling it, at the rate of pay then applicable thereto (but in no event shall it be less than the pay he/she received upon taking his/her leave of absence) and with all the benefits accorded to employees under the then existing contract between the Employer and the Guild. If the employee is physically incapable of performing the work of his/her former position, the Employer shall do everything reasonably

possible to find a position for him/her which he/she can fill, which position shall be held under the terms of the then existing contract between the Employer and the Guild. In attempting to make such a position available the Employer may, if necessary, dismiss upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, an employee who was hired subsequent to the entry into service of the returning employee.

Regardless of any other seemingly conflicting provisions of this contract when an employee who has been on leave of absence, because of having been in the service of the United States, or of any State, or of the United States Merchant Marine, or an employer other than the Employer, as herein defined, applies for reinstatement, any other employee who was hired because of such first employee's absence may, upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, be dismissed by the Employer, and any employee who was transferred to a different position because of such first employee's absence may be returned to his/her former position and to his/her former pay, or the scale then applicable to his/her former position, if that then be higher than his former pay.

An employee hired or transferred to substitute for an employee on leave of absence under the provisions of Section (a) of this Article shall be notified in writing, at the time of his/her hiring or transfer, as the case may be, of the fact that his/her employment or transfer is subject to the provisions of this Section (b) and of the name of the absent employee for whom he is substituting.

The benefits of this Article 30 shall be extended to include such employees as, being subject to induction under the Selective Service Act, voluntarily enlist, and to employees in the reserve of any service who enter active service.

ARTICLE 31 -- HEALTH AND SAFETY

31.1 The Employer shall provide properly lighted, clean, properly ventilated, and properly heated/air-conditioned work areas in conformity with federal, state, and local health and safety laws and regulations.

31.2 The Employer will not require any employee, without his/her consent to work under conditions which may be injurious to the employee's health, life or limb.

31.3 Health and Safety Committees: A Health and Safety Committee consisting of a maximum of ten (10) Guild and ten (10) Company

members will meet once a month. Special meetings may be called by the Company, the Guild or the committee in case of emergency. In special cases the committee may request that additional individuals attend a meeting in order to provide additional information. A review of, and response to, any committee recommendation by the department head or other appropriate company representative will be prompt.

31.4 VDT/RSI Safety Committee: It is agreed that during the term of the current contract a six-member VDT Committee will be established (3 Guild, 3 Company) to develop improvements relating to VDT safety and working conditions. The Company will consider any recommendations referred by the Committee.

In addition, the following steps will be taken:

(1): The Employer shall provide for and pay the cost of periodic tests for radiation emissions or other emissions from video display terminals or other successor equipment which perform the same functions as the video display terminal. The Employer will test the aforementioned equipment for radiation or other emissions to determine whether the equipment meets standards set by applicable federal or state statutes, and regulations including standards established by federal or state agencies.

The testing will be done on all terminals used by the Employer in departments covered by the Contract following major servicing or at least once a year and the Company will provide the Guild with the results of such testing. If any of the aforementioned equipment is found to be emitting harmful radiation, or other emissions in excess of the applicable standards, the equipment shall be removed from service until the problem is corrected.

(2) A baseline ophthalmological examination will be provided for those employees regularly assigned to the operation of a VDT or other successor equipment which perform the same functions as the video display terminal for a substantial portion of their working hours. Such examination will be made by an ophthalmologist selected by the Company. All examination costs will be borne by the Company.

(3) A lead apron will be provided at the request of a pregnant employee regularly assigned to the operation of a VDT or other successor equipment which perform the same functions as the video display terminal for a substantial portion of her working hours.

(4) The Company and the Guild agree to support efforts by the VDT/RSI Committee encouraging employees operating VDTs or other successor equipment which perform the same functions as the video display terminal to adopt healthful work practices such as breaks

from continuous operation of VDTs. The Guild's support of these efforts shall not be used as an admission that an employee's failure to adopt healthful work practices constitutes grounds for discipline.

(5) When the Employer plans to replace a significant portion, including a phased replacement, of its current VDTs or other successor equipment which perform the same function as the video display terminal, or introduce new technology, the Employer shall consult with the VDT/RSI Safety Committee provided for in this section. Experiments with new technology will be considered by the VDT/RSI Safety Committee. The Company will consider timely recommendations made by the committee. The Company will continue to provide equipment designed to alleviate RSI and will consider recommendations by the VDT/RSI Safety Committee on alternative equipment designed to alleviate RSI.

ARTICLE 32--NO STRIKE BREAKING

No employee shall be required to take over any of the duties of an employee in any department of the Employer, or to perform work for or in any other newspaper, news service or wire photo service, in the event of a labor dispute in such department, newspaper, news service or wire photo service.

ARTICLE 33--TRANSFERS

No employee shall be transferred by the Employer to another enterprise in the same city or to another city (whether in the same enterprise or in other enterprises conducted by the Employer or by a subsidiary, related or parent company of the Employer) without the employee's consent and payment of all transportation and other moving expenses of himself/herself and family. There shall be no reduction in salary or impairment of other benefits to which the employee was theretofore entitled, as a result of such transfer. An employee shall not be penalized for refusing to accept transfer. For the purposes of this Article 33, the Daily News and The Inquirer shall be deemed separate and different enterprises, insofar as their Editorial Departments are concerned.

This Article is superseded by the terms of Side Letter R.

ARTICLE 34--EMPLOYEE INTEGRITY AND PRIVILEGE AGAINST DISCLOSURE:

(a) An employee's byline or credit line shall not be used over his/her protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to his/her attention, the byline shall be taken off such story by the editor.

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

(b) The Employer, believing that a free press best gathers news without external pressures, and the Guild, believing that a news employee should be responsible in his work only to his/her conscience and to his/her employer, agree that protection of a news employee's sources is of prime importance to his/her work. The Employer and the Guild further agree that:

When any request is made by a Federal, state or municipal court, grand jury, agency, department, commission, or legislative body for the production or disclosure of confidential information or confidential news sources utilized by any reporter, photographer, editor, writer, correspondent or any other person employed by, and directly engaged in the gathering of news for the Employer of such request, the Employer will make interim arrangements for immediate legal guidance and assistance for the employee through the Employer's Legal Department.

If necessary, arrangements for providing the employee with long-term legal representation of his/her choice will be made, as agreed upon by the Employer and the employee.

An employee so represented in any such proceeding by the Employer's Legal Department or by another representative agreed upon by both parties shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action except to the extent that such employee has taken a course of action contrary to the advice of his counsel.

Where there has been a breach of trust by the employee toward the Employer, the Employer has no obligation to provide legal protection to the employee.

This Article is superseded by the terms of Side Letter R.

ARTICLE 35--OUTSIDE WORK

An employee may engage in outside work provided it does not interfere with his/her work for the Employer and provided that such work is not in the service of another daily newspaper whose main production and publication office is located, and which is directly in competition with the Employer, in Philadelphia, Delaware, and Montgomery Counties, Pennsylvania, and Camden County, New Jersey.

GUILD - 1993 - 1997

Under no circumstances shall an employee use his/her connection with the Employer to exploit his/her outside work. Any employee taking on regular or recurrent outside work shall so inform his department head.

ARTICLE 36--SPACE WRITERS AND FREE-LANCERS

Not more than eight (8) space writers shall be employed in The Inquirer Sports Department. No space writer shall be used for rewrite or copyreading in The Inquirer Sports Department. Space writers shall be employed to attend and report only those sports which are of a nature that do not warrant coverage by a regular staff writer or reporter.

No space writer shall be used more than five (5) days in any one (1) week. Not more than three (3) space writers will be used to cover general sports assignment. This does not, however, prevent The Inquirer Sports Department from using the services of recognized sports reporting bureaus as it has in the past. Present practice as regards space writers for the Daily News shall continue. The Inquirer agrees that it will not use free-lancers beyond the number being used in 1958 excepting for specialized work which cannot be performed by a member of the bargaining unit defined in Article 1 of this contract, and only where such work does not require a full-time working week for its performance.

ARTICLE 37--BULLETIN BOARDS

Bulletin boards shall be provided for the exclusive use of the Guild in all departments where Guild members are employed. A minimum of two bulletin boards will be provided in departments where there are more than 75 Guild members and three where there are in excess of 150. The Company agrees to provide additional bulletin boards in any new departments or sub-divisions where Guild members are employed. The use of bulletin boards will be confined to the posting of notices and official Guild business.

ARTICLE 38--SYNDICATION

When the Employer sells for syndication any product of an editorial employee for publication outside of The Inquirer or Daily News, the employee shall be paid fifty percent (50%) of the net return.

ARTICLE 39--GRIEVANCE PROCEDURE

39.1 Any dispute over the interpretation of any clause of this agreement, or over the carrying out of any of its terms, shall be settled by negotiations between a committee representing the Employer or its authorized representative, and a committee chosen by the Guild. If the parties fail to reach an agreement acceptable

to the Representative Assembly of the Guild within twelve (12) days, the matter will be referred to a local Joint Board.

39.2 Joint Board: The local Joint Board shall be comprised of two representatives of the Guild and two representatives of the Employer, all of whom shall be selected and convene within five (5) days after the serving of a detailed and written complaint by the aggrieved party upon the other party. Within one week after it convenes, the Joint Board shall hold any necessary hearings, and render a decision of the majority in writing. The decision shall be final and binding upon the Guild and the Employer.

ARTICLE 40--ARBITRATION

40.1 If the Joint Board is unable to arrive at a majority decision within seven (7) days of its first meeting, the dispute shall, upon written demand of either party, be submitted to arbitration by an impartial arbitrator to be designated in accordance with the current rules of the American Arbitration Association.

The arbitrator shall render a decision in writing as soon as possible. This decision will be final and binding upon the Employer and the Guild. The fee of the arbitrator, including expenses, and the American Arbitration Association's bill for administrative costs, shall be borne equally by the parties. Neither party shall be required to pay any part of the cost of a stenographic transcript without express consent.

40.2 Expedited Arbitration: Upon mutual agreement, the parties will meet and consider such steps as may be appropriate to expedite the arbitration of a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance of the hearing, requesting bench decisions or taking other such steps as the parties may find acceptable.

ARTICLE 41--SENIORITY

Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by (a) dismissal for good and reasonable cause, (b) resignation, (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed, (d) or where the language provisions elsewhere in the contract would be in conflict with this section.

ARTICLE 42--DURATION

42.1 At least ninety (90) days before August 31, 1997, either party may give the other notice in writing of the specific terms and provisions which said party may desire to change in the new contract, which becomes effective upon the expiration of the present contract on August 31, 1997. Within fifteen (15) days after receipt of such proposal, the other side may submit its counter proposal in writing.

If neither party notifies the other as provided above, or if the negotiations do not result in an agreement on or before midnight, August 31, 1997, this contract shall then cease to be binding unless extended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, intending that they, their successors and assigns, shall be legally bound hereby, have set hereunto their hands and seals this 23rd day of June, 1994.

PHILADELPHIA NEWSPAPERS, INC.

By: James J. Gataloni
Senior Vice President - Employee Relations

Attest: Thomas D. Duffin

NEWSPAPER GUILD OF GREATER
PHILADELPHIA, LOCAL NO. 10

By: Catherine A. Caparella
President

Attest: Timothy J. Kelly
Administrative Officer

SIDE LETTER "A"

October 3, 1979

(Renewed September 1, 1993)

Philadelphia Newspapers, Inc.
400 North Broad Street, P.O. Box #8263
Philadelphia, PA 19123

Gentlemen:

The Guild is executing this contract despite the management's refusal to include in Article 10.2, "No Reduction in Pay," the last sentence of Section (e) of Article 19 of the contract between the Guild and the Philadelphia Daily News, entered into on May 2, 1963, because the Employer has not taken the position that the omission of said last sentence constitutes an agreement that the term "salary" or "wages" does not include any and all forms of compensation as well as the bases and rates for computing commissions and bonuses.

The Guild is executing this contract on the basis of an understanding between the Guild and the Employer that the positions expressed by both parties prior to and during contract negotiations regarding the above-described exclusion are not prejudiced by the Company's refusal to include the sentence in the new agreement.

Very truly yours,

NEWSPAPER GUILD OF GREATER
PHILADELPHIA

/s/ Vincent M. Iezzi
President

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "B"

October 3, 1979
(Renewed September 1, 1993)

Newspaper Guild of Greater Philadelphia
511 North Broad Street, Room 201
Philadelphia, PA 19123

Gentlemen:

This letter will serve as a memorandum of our understanding regarding the interpretation and application of the collective bargaining agreement dated October 3, 1979, which we have this date executed.

1. The agreement is to be construed (Articles 31, 32 and any other provisions to the contrary notwithstanding) to forbid strikes, work stoppages, slow downs, sit downs or consciously parallel unjustified absences. Similarly, the contract shall be construed to forbid lockouts by the Employer.
2. The names of the individuals subject to the agency shop as provided in Section (b) of Article 4.2 are as attached to the letter and memorandum between the parties dated April 30, 1959, and as updated reflecting subsequent changes.

If this correctly states our understanding, will you please sign and return the enclosed copy of this letter.

Very truly yours,

PHILADELPHIA NEWSPAPERS, INC.

/s/ Joseph O'Dea
Director of Labor Relations

By: /s/ Vincent M. Iezzi

President
NEWSPAPER GUILD OF GREATER PHILADELPHIA

Catherine A. Caparella

Catherine Caparella, President
Newspaper Guild Of Greater Phila.

L. W. Sabatino

L. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

October 3, 1979
(Renewed September 1, 1993)

Newspaper Guild of Greater Philadelphia
511 North Broad Street, Room 201
Philadelphia, PA 19123

Gentlemen:

This letter will serve to confirm our understanding concerning the definition of "experience" for Advertising Salespersons reached during negotiations. It is agreed by the parties that only media sales experience as defined in the Dictionary of Occupational Titles, as modified below, will be considered as related experience in attempting to determine the proper rate of pay at the time of hire. Other selling experience will not be considered as related for the purpose of determining experience.

SALESPERSON-ADVERTISING: Advertising Solicitor: Outside solicitor. Solicits display and classified advertising for a publication or other media: Calls on advertisers to point out advantages of own publications, preparing of lists of prospects from leads in other papers and from old or expiring accounts. Obtains pertinent information concerning prospect's current advertising and results derived from it. Makes suggestions for advertisements.

1. For display advertisements; may illustrate suggestions by making layouts with mats and writing copy and headings;
2. For classified advertisements; aids in writing copy so as to use the fewest possible words.

May originate and develop special advertising campaigns under supervision of manager. May collect accounts payable. Often designated by type of advertising which he specializes as Salesperson, Classified Advertising; Salesperson, Display Advertising.

If this correctly states our understanding, will you please sign and return the enclosed copy of this letter.

Sincerely,

PHILADELPHIA NEWSPAPERS, INC.

/s/ Joseph O'Dea
Director of Labor Relations

AFFIRMED:

By: /s/ Vincent M. Iezzi

President

NEWSPAPER GUILD OF GREATER PHILADELPHIA

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations

SIDE LETTER "D"

October 3, 1979
(Renewed September 1, 1993)

Philadelphia Newspapers, Inc.
400 North Broad Street, P.O. Box #8263
Philadelphia, PA 19123

Attention: Mr. Joseph O'Dea

Dear Mr. O'Dea:

This is to confirm the understanding between your Company and the Guild.

Any person hired in the future by Philadelphia Newspapers, Inc., who works in The Inquirer Promotion Department to which the Guild contract is inapplicable and who is then -- within a time subsequent to such person's hiring that falls within the probationary period for the new position -- moved into a new position to which the Guild contract is applicable, shall have the time between such person's hiring and the person's movement into such new position subtracted from the probationary period for the new position.

If the foregoing accurately sets forth the terms of our agreement, please confirm that fact by signing your name on the line provided for that purpose below and return this letter to us. I enclose herewith a copy of this letter for your files.

Very truly yours,

NEWSPAPER GUILD OF GREATER
PHILADELPHIA

/s/ Vincent M. Iezzi
President

Confirmed:

/s/ Joseph O'Dea

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "E"

October 3, 1979
(Renewed September 1, 1993)

Mr. Joseph F. O'Dea
Director of Labor Relations
Philadelphia Newspapers, Inc.
400 North Broad Street, P.O. Box #8263
Philadelphia, PA 19123

Dear Mr. O'Dea:

This is to confirm our understanding that the present Unit Chairperson of the Guild and his/her successors shall, where practicable, be granted choice of shift and days off. It is also acknowledged that the company's position expressed in negotiations as to the legality of this special consideration for the Unit Chairperson is in no way prejudiced.

Very truly yours,

NEWSPAPER GUILD OF GREATER
PHILADELPHIA

/s/ Vincent M. Iezzi
President

AFFIRMED:

By: /s/ Joseph O'Dea
Director of Labor Relations

Catherine C. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

Louise Sabatino
L. W. Sabatino
Sr. Vice President,
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "F"

October 3, 1979
(Renewed September 1, 1993)

Newspaper Guild of Greater Philadelphia
511 North Broad Street, Room 201
Philadelphia, PA 19123

Gentlemen:

This letter will express the understanding arrived at in our recently concluded negotiations concerning incentive programs.

The Union did agree that it would not challenge any Company decision to modify, eliminate, or in any way alter any and all incentive plans in The Inquirer Classified Telephone Department.

If the above accurately sets forth our understanding, please sign and return the enclosed copy.

Sincerely,

PHILADELPHIA NEWSPAPERS, INC.

/s/ Joseph O'Dea
Director of Labor Relations

AFFIRMED:

By: /s/ Vincent M. Iezzi
President
NEWSPAPER GUILD OF GREATER PHILADELPHIA

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild Of Greater Phila.

James Sabatino
E. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "G"

October 3, 1979
(Renewed September 1, 1989)

Mr. Richard Aregood
Newspaper Guild of Greater Philadelphia
511 North Broad Street
Philadelphia, PA 19123

Dear Mr. Aregood:

For the purpose of determining the total number of hours worked by part-time clerical employees in the Inquirer Editorial Department as required by our recently negotiated agreement in this regard, the company is willing to include the 45 hours presently worked by part-time employees in the Wire Room and City Desk in the tabulation.

If the foregoing is satisfactory to the union, please sign and return a copy of this letter for our file at your earliest convenience.

Sincerely,

/s/ Joseph O'Dea

Agreed: /s/ Vincent M. Iezzi
President

Catherine A. Caparella
Catherine Caparella, President
Guild Of Greater Phila.

L. W. Sabatino
L. W. Sabatino Newspaper
Sr. Vice President,
Employee Relations

SIDE LETTER "H"

October 3, 1979
(Renewed September 1, 1993)

Mr. Joseph F. O'Dea
Labor Relations Director
Philadelphia Newspapers, Inc.
400 North Broad Street
Philadelphia, PA 19101

Dear Mr. O'Dea:

As provided for in the agreement reached during the recently concluded negotiations, the following listed individuals will be excluded by name from all provisions of the collective bargaining agreement:

Marilyn Cohn	Inquirer	Classified Telephone Room Supervisor
Rachel Fortunato	"	" " "
Louise Howarth	"	" " "
Rose Murphy	"	" " "
Katherine Buonopane	"	" " "
Katherine McKenna	"	" " "
Dorothy Walden	"	" " "
Christine Kowalski	"	" " "
John Ross	"	Advertising Supervisor
Joseph Mayo	"	" "
Jean Pantarella	- Daily News	Classified Telephone Room Super.
George Hoover	" "	Retail Advertising Supervisor
Howard Hall	" "	Assistant Classified Advtg. Manager
Lucille Mangiamele	Accounts Receivable	Supervisor
Charles Dann	Assistant Purchasing	Manager
Anthony Clifford	"	Credit Manager
Linda Murawski	"	General Services Manager
Shirley Truitt	Advertising Censoring	Supervisor
William Elm	Advertising Make-Up	Supervisor
Charles Burroughs	Inquirer Retail Advertising	Supervisor
Barbara Wilson	TV Editor	

Page 2
Mr. Joseph F. O'Dea

The contract terms will apply to those employees who succeed the above listed individuals in their current job position.

If the foregoing meets with your approval, please sign and return the enclosed copy for our file.

Sincerely,

/s/ Mary White

MARY WHITE
Local Representative

MW/bc

/s/ Joseph O'Dea

Date: March 26, 1980

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Sr. Vice President
Employee Relations

SIDE LETTER "I"

October 17, 1985
(Renewed September 1, 1993)

Mr. Fredric Tulsy, President
Newspaper Guild of Greater Philadelphia
511 North Broad Street, Room 201
Philadelphia, PA 19123

Dear Mr. Tulsy:

The following confirms the understandings reached during our recent negotiations.

1. The Union and the Company agree that there will be no reprisals against any individual by reason of their activities during the period of the strike.
2. Solely for the purpose of computing continuous service under the agreement reached between the Company and the Union, such service shall be deemed to include the period commencing 12:01 a.m., September 7, 1985, to the date of this agreement for all individuals who were in the employ of the Company immediately prior to 12:01 a.m., September 7, 1985, other than those in a probationary or job tryout status as of 12:01 a.m., September 7, 1985.

Sincerely,

/s/ Theodore R. Rilea

Theodore R. Rilea
Vice President, Labor Relations

TR/bc

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Sr. Vice President,
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "J"

October 3, 1979
(Renewed September 1, 1993)

Newspaper Guild of Greater Philadelphia
511 North Broad Street, Room 201
Philadelphia, PA 19123

Gentlemen:

This letter is to confirm the agreement at which we arrived during the negotiation of our collective bargaining agreement dated December 14, 1964, namely, that the differences between the language of Article 1, Section 2, of that agreement and the language of the analogous provisions of the Guild's agreement with The Inquirer which became effective on November 25, 1962, and of the analogous provisions of the Guild's agreement with the Daily News which became effective on September 23, 1962, are not intended to, and do not affect for the future any contraction or expansion in the heretofore prevailing application of any of the said analogous provisions or any other provisions of said agreements, nor will such differences be used as a basis for any such contraction or expansion in the future.

Similarly, the inclusion in the Agreement dated December 14, 1964, of Section (g) of Article 21 of the Guild's Agreement with the Daily News which became effective on September 23, 1962, is not intended to and does not effect or permit an application of Article 1, Section 2, of our agreement of December 14, 1964, which would expand or contract the heretofore prevailing application of the analogous provisions or any other provisions of the above-mentioned agreements of November 25, 1962, and September 23, 1962.

Kindly confirm that the above correctly expresses our agreement by signing one copy of this letter and returning it to me.

Very truly yours,

PHILADELPHIA NEWSPAPERS, INC.
/s/ Joseph O'Dea
Director of Labor Relations

GUILD -- 1993 -1997

Page 2
Side Letter J

By: /s/ Vincent M. Iezzi
 President

NEWSPAPER GUILD OF GREATER PHILADELPHIA

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

James W. Sabatino
J. W. Sabatino
Sr. Vice President
Employee Relations

SIDE LETTER "K"

October, 1985
(Renewed September 1, 1993)

Philadelphia Newspapers, Inc.
400 North Broad Street
Philadelphia, PA 19101

Gentlemen:

This letter will confirm the agreement reached in the negotiations that Philadelphia Newspapers, Inc. will not file a unit clarification with the N.L.R.B. for any job in the Guild jurisdiction prior to sixty (60) days before the end of the contract, or which will take effect during the contract.

If the above accurately sets forth our understanding, please sign and return the enclosed copy for inclusion in the contract as Side Letter "K."

Sincerely yours,

/s/ Elizabeth M. Gillin
Elizabeth M. Gillin, President

AFFIRMED:

/s/ Theodore R. Rilea

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER "L"

May 24, 1988

(Renewed September 1, 1993)

Theodore Rilea
Thomas B. Duffin
Philadelphia Newspapers, Inc.
400 North Broad Street
Philadelphia, PA 19101

Gentlemen:

This letter will confirm the agreement reached in the 1985 negotiations concerning non-staff correspondents:

1. Upon execution of this agreement, two fulltime non-staff correspondents will be hired as Guild-covered writing reporters.
2. Health insurance will be provided to those full-time non-staff correspondents mentioned in Article 3(a). Benefit design, contribution level and administration of benefit shall be determined by the company.
3. Upon the execution of the contract, The Inquirer will cease the practice of using the Sports Score Service to write roundup stories on local college games, and instead use a staff journalist or editorial clerk, as per Article 3(a)(4).
4. The Guild agrees that during the term of this contract, it will not petition the National Labor Relations Board for a clarification of the status of non-staff correspondents and that the terms of the contract shall continue not to be applicable to non-staff correspondents.
5. The parties agree that this Letter of Understanding resolves the grievance filed with the American Arbitration Association (Case No. 14 300 2123 84A) and the union will withdraw this matter from arbitration forthwith.
6. The parties agree that the Letter of Understanding relating to certain Inquirer non-staff correspondents does not affect the continued use of freelancers, specialists, space writers, wire services, the use of syndicated material, sports score service, Inquirer Magazine assignments, Weekend Section assignments, book reviews, etc., as currently practiced and provided for under various provisions of the collective bargaining agreement.
7. The company agrees to provide health insurance for Joe B. Warrick pursuant to paragraph 2 of this letter.

GUILD -- 1993 -1997

Page 2
Mr. Theodore Rilea
Mr. Thomas B. Duffin

8. The Inquirer Editorial Department agrees it would not as a matter of policy, take a Guild-covered reporter or photographer off a story or photographic assignment at the end of his or her work shift and then reassign the work to a non-staff correspondent in lieu of post-shift overtime unless the reporter or photographer requests to be relieved at the end of the shift.

Sincerely yours,

/s/ Elizabeth M. Gillin

Elizabeth M. Gillin
President

AFFIRMED:

/s/ Theodore R. Rilea
Theodore R. Rilea
Vice President, Labor Relations

Catherine A. Caparella
Catherine Caparella, President
NEWSPAPER GUILD OF GREATER PHILA.

L. W. Sabatino
L. W. Sabatino
Sr. Vice President
Employee Relations

SIDE LETTER "M"

May 24, 1988
(Renewed September 1, 1993)

Theodore Rilea
Thomas B. Duffin
Philadelphia Newspapers, Inc.
400 North Broad Street
Philadelphia, PA 19101

Gentlemen:

This letter will confirm the agreement reached in the negotiations that the Newspaper Guild will maintain the confidentiality of the information furnished by the company pursuant to Article 6.

Sincerely yours,

/s/ Elizabeth M. Gillin
Elizabeth M. Gillin
President

AFFIRMED:

/s/ Theodore R. Rilea
Theodore R. Rilea
Senior Vice President
Labor Relations

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE-LETTER "N"

September 1, 1989
(Renewed September 1, 1993)

Mr. James Schaufenbil
The Newspaper Guild of Greater Philadelphia
511 North Broad Street
Philadelphia, PA 19123

Dear Jim:

This letter will confirm the agreement reached in negotiations regarding the use of interns in the editorial departments:

Students may be employed as interns in the editorial departments as reporters, photographers, artists, or copy editors in training.

Student Interns shall be paid at the rate of \$463.00 weekly. The rate shall be \$493.00 effective 9/1/94; \$523.00 effective 9/1/95; \$546.53 effective 9/1/96, subject to any action pursuant to Article 23.1. Article 28.4 applies to such employees.

Student Interns shall not be employed for more than three (3) months in any calendar year, nor for more than two three-month periods, at the salary cited in the preceding paragraph. If an intern returns for additional three-month periods he/she shall be paid at least at the minimum starting salary for the appropriate classification, based on experience.

Sincerely,

/s/ Ted Rilea

Ted Rilea
Senior Vice President
Labor Relations

AFFIRMED: /s/ James Schaufenbil
James Schaufenbil
The Newspaper Guild of Greater Philadelphia

TRec

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

L. W. Sabatino
L. W. Sabatino
Sr. Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE-LETTER "O"

September 1, 1989
(Renewed September 1, 1993)

Mr. James Schaufenbil
The Newspaper Guild of Greater Philadelphia
511 North Broad Street
Philadelphia, PA 19123

Dear Mr. Schaufenbil:

In the event of a major reduction in force, the Company agrees to provide outplacement assistance upon request, including: group sessions and individual counseling on interviewing skills resume preparation; retirement readiness seminars and individual counseling tailored to the Guild Pension Plan which includes information concerning social security benefits, taxes and legal concerns; on-the-job and in-house training for other available openings at PNI; search assistance for jobs at other KRI papers, and with other publishers and companies with whom PNI has contact; enrollment at PNI's expense in the Job Bank; advertisements in Editor and Publisher and PNI publications; resume printing, reproduction and photographic services; individual benefit counseling, and EAP assistance.

Nothing in this letter shall be construed to diminish or reduce the responsibilities of the Company under Article 27 of this contract.

Sincerely,

/s/ Ted Rilea

Ted Rilea
Senior Vice President
Labor Relations

/s/ James Schaufenbil

James Schaufenbil
The Newspaper Guild of Greater Philadelphia

TRec

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.

James W. Sabatino
J. W. Sabatino,
Sr. Vice President
Employee Relations

GUILD -- 1993 -1997

SIDE LETTER P

September 1, 1993

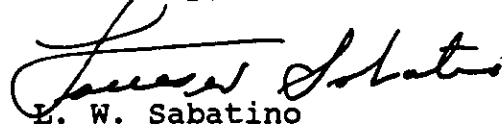
Mr. Wayne Cahill, Administrative Officer
Newspaper Guild of Greater Philadelphia
Local 10
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Cahill:

This confirms the agreement reached during negotiations concerning the formation of a Joint Advertising Department Committee.

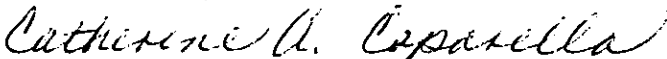
Understood that the committee would consist of five (5) company representatives and five (5) union representatives and will be established thirty (30) days following the signing of the 1993 - 1997 Collective Bargaining Agreement. The committee will recommend more efficient and effective ways to grow the business and remove obstacles and policies that inhibit growth.

Sincerely,



L. W. Sabatino
Senior Vice President
Employee Relations

LWS/pc


Catherine Caparella, President
Newspaper Guild of Greater Philadelphia

GUILD -- 1993 -1997

SIDE LETTER Q

September 1, 1993

Mr. Wayne Cahill, Administrative Officer
Newspaper Guild of Greater Philadelphia
Local 10
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Cahill:

This confirms the agreement reached during negotiations concerning the New Ventures Department:

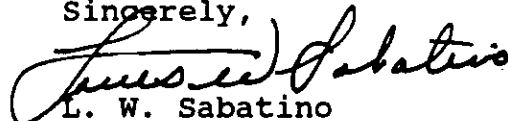
1. All job openings, regular or temporary, in the New Ventures Department will be posted in accordance with the current Inquirer Editorial Department posting policy which is identical with posting policy applicable to the Daily News set forth in the private letter dated October 22, 1993. In the event the Inquirer Editorial Department discontinues its job posting policy, the policy will be continued in the New Ventures Department.

2. Freelance material may be used in the New Ventures Department the same as it is now used in the Inquirer Sunday Magazine, however such material may not be used in any way that would circumvent any restriction contained in the Collective Bargaining Agreement regarding the use of freelance material in the Inquirer and Daily News.

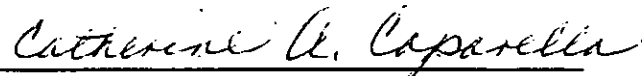
3. If the Employer discontinues the New Ventures Department, all provisions of Article 27, including bumping rights, will apply to regular New Ventures Department employees.

4. The union withdraws with prejudice its grievance concerning the New Ventures Department.

Sincerely,



L. W. Sabatino
Senior Vice President
Employee Relations


Catherine Caparella, President
Newspaper Guild of Greater Philadelphia

GUILD -- 1993 -1997

MEMORANDUM OF AGREEMENT

(Commission Sales Employees)

This memorandum constitutes an agreement between Philadelphia Newspapers, Inc. and the Newspaper Guild of Greater Philadelphia covering commission sales employees in the Advertising Department.

1. The Employer may create up to twenty (20) outside commission sales positions. Said employees shall be covered by the following Articles of the contract: 1 (Guild Recognition); 2 (No Discrimination); 3 (To Whom Applicable); 4 (Guild and Agency Shop); 5 (Check-off); 6 (Information to the Union); 12.7, 12.8 (General Wage Provisions); 23 (Health and Welfare Fund); 24 (Pension) (For the purpose of this memorandum concerning commission sales employees, commission equals salary.); 25.1, 25.2 (Job Posting and Bidding); 26.1, 26.2, 26.4 (Security); 27 (Reduction in Force) as modified by paragraph 8 below; 29.3 (Leave of Absence); 30 (Leave for United States Service); 31 (Health and Safety); 32 (No Strike Breaking); 35 (Outside Work); 37 (Bulletin Boards); 39 (Grievance Procedure); 40 (Arbitration); 41 (Seniority); and 42 (Duration). All other contract provisions are inapplicable to commission sales employees.

2. Notice of commission sales positions shall be posted under the terms of Article 25 of the Collective Bargaining Agreement. Current employees who elect to apply will be given first consideration before other applicants are hired. Current employees who elect to apply and are selected shall have the option of returning to their former salaried positions within three (3) months. After three (3) months, an employee, on request, may return to his/her former classification, if, or when, a position is available. Except as provided for in Article 27 of the Collective Bargaining Agreement, an employee seeking to return to his/her former classification may not bump any other employee. No current employee shall be transferred to a Commission Sales position without the employee's consent.

3. Within the areas of responsibility assigned by the Employer to each commission sales employee, said employee shall solicit orders for advertising in Company publications or products except as set forth below. Without the prior written consent of the Company, said employee shall not solicit orders for advertising from:

- a. An advertiser whose advertising has been published in The Philadelphia Inquirer or Daily News within the

then-preceding 13-month period or advertisers who have spent more than \$5,000 within the then preceding 13-month period.

- b. Advertisers or categories of business appearing on the Company's protected business list; or
- c. An advertiser with one or more locations outside the Philadelphia PMSA who opens a location within the Philadelphia PMSA. The prohibition in subparagraph (c) applies only for the first six (6) months after the advertiser's location within the Philadelphia PMSA has opened.

4. The commission sales employee will solicit accounts as defined in paragraph 3 above and will relinquish such accounts when the dollar volume of that account reaches \$100,000 in any 12-month period. At that time, the Employer will assign said accounts to the regular outside salesperson handling that advertiser's territory or category.

5. The Employer will furnish monthly to the Guild a report listing the salesperson, new accounts solicited, advertising sold, total revenue from each account, total inches of advertising and commission paid.

6. For the first three months of employment each commission sales employee shall receive a monthly draw against commission of \$2,000 that will be forgiven.

7. The employer will determine the structure of commissions and any modifications thereto. No commission rate will be less than eight (8) percent.

The Employer reserves the right to establish and/or change goals for each commission sales employee. These goals are not subject to grievance procedures. Each employee's performance will be evaluated after ninety (90) days and every six (6) months thereafter. Any employee who has not met his/her goal may be placed on probation for a minimum of thirty (30) days. For purposes of Article 26, being placed on probation two successive times constitutes a good and reasonable cause for dismissal. Nothing in this section will prohibit the Guild from representing any commission sales employee in the grievance and arbitration process provided for in Articles 39 and 40 of the Collective Bargaining Agreement.

8. For the purpose of Article 27 (Reduction in Force), commission sales people shall not be grouped in Article 27.2 (K) (2)

GUILD -- 1993 -1997

Classified Advertising Salesperson, Display Advertising Salespersons). In the event of a reduction in force pursuant to Article 27 of the Collective Bargaining Agreement, no full-time salaried sales staff (i.e., Display Advertising Salespersons, Classified Advertising Salespersons, Inside Telephone Sales Representatives and Ad-Visors) will be laid off as long as the Publisher continues to employ commission sales employees.

9. Nothing in this agreement restricts the company's right to continue using outside agencies as currently practiced.

FOR THE GUILD

Catherine A. Caparella
Catherine Caparella, President

Newspaper Guild of Greater Phila.

FOR THE COMPANY

Louis W. Sabatino
L. W. Sabatino

Sr. Vice President

SIDE LETTER S

September 1, 1993

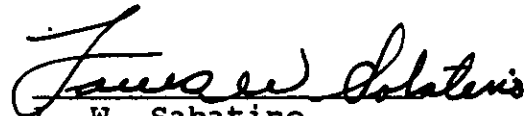
Mr. Wayne Cahill, Administrative Officer
Newspaper Guild of Greater Philadelphia
Local 10
1329 Buttonwood Street
Philadelphia, Pa. 19123

Dear Wayne:


The following agreement was reached during recent contract negotiations:

The Company agrees not to cite the Guild's withdrawal of proposals pertaining to Articles 27.1, 27.9, and 38 as an unachieved demand. Similarly the Union agrees not to cite the Company's withdrawal of Article 3.1(L)(New) as an unachieved demand.

Sincerely,


L. W. Sabatino
Senior Vice President
Employee Relations

Affirmed:


Catherine Caparella, President
Newspaper Guild of Greater Philadelphia

LWS/pc

GUILD -- 1993 -1997

SIDE LETTER T
MAY 31, 1991
(RENEWED SEPTEMBER 1, 1993)

AGREEMENT

The parties whose signatures appear below agree to be bound by the following terms and conditions:

1. It is understood that the Company may hire up to three (3) Journalist Trainees on a temporary, full-time basis for participation in the KRI minority training program, which will take effect approximately June 1, 1991. It is the intent of the minority training program to put forth its best efforts to secure available full-time positions for employees successfully completing the two year program.
2. Such employees will be employed at PNI for a period not exceeding one (1) year from their date of hire.
3. Such employees may transfer to another participating KRI newspaper and will not be covered by provisions of the Guild contract between PNI and Guild Local No. 10 and, specifically, provisions related to transfers at anytime during the program the participating employee is transferred. This agreement covers the terms and conditions of employment at PNI only.
4. For the period of their employment at PNI, such employees will be paid at the current Intern Rate at the time for the first three (3) months and will be paid at the inexperienced reporter rate in effect at the time for the following nine (9) months.
5. In the event that any such employee continues at PNI after completing the initial year or returns to PNI after successfully completing the two year program, the probationary period provision of the contract will be waived. It is agreed that the initial twelve (12) month employment period at PNI will be credited as one (1) year of experience under the provisions of the contract between PNI and Guild Local No. 10.
6. Unless otherwise provided for herein, during the terms of their employment at the Inquirer, all employees hired under the terms of this Agreement will be covered by all provisions of the current collective bargaining agreement between the Guild and PNI including, but not limited to,

GUILD -- 1993 -1997

Article 4 -- Guild and Agency Shop and normal contract benefits such as health and welfare, pension, vacation, etc.

7. In the event of a reduction in force in the Inquirer Editorial Department, employees working as Journalist Trainees covered by this Agreement would be dismissed before other employees performing like work would be dismissed.
8. This Agreement in no way imposes any obligation(s) whatsoever on any other entity other than PNI and the Newspaper Guild Local No. 10, and shall only govern for any period of time when a Journalist Trainee is employed at PNI.
9. Both parties have entered into this understanding on a non-prejudicial basis and agree not to cite this Agreement in connection with any other matter.

AGREED BY THE UNION:

/s/ Catherine A. Caparella

DATE: 5/31/91

Catherine A. Caparella
Catherine Caparella, President
Newspaper Guild of Greater Phila.
Local No. 10

AGREED BY THE COMPANY;

/s/ Thomas B. Duffin

DATE: 5/31/91

L. W. Sabatino
L. W. Sabatino
Senior Vice President
Employee Relations