

Contract

2010-2013



Between the Newspaper Guild
of Pittsburgh Local 38061
Communications Workers of America
affiliated with AFL-CIO and CLC
and the
Pittsburgh Post-Gazette

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AGREEMENT

Agreement is made and entered into at Pittsburgh, PA this first day of **August 2010**, by and between the PG Publishing Company, a Corporation publishing the Pittsburgh Post-Gazette, hereinafter known as the Company, and The Newspaper Guild of Pittsburgh, a local chartered by The Newspaper Guild/Communications Workers of America, hereinafter known as the Guild.

Witnesseth: In consideration of the mutual covenants set forth the Company and the Guild agree as follows:

A. During the period of this Agreement the Company recognizes the Guild as the sole collective bargaining agency, for itself and on behalf of all employees of the Company in the:

EDITORIAL DEPARTMENT

and in all sub-divisions of the above mentioned departments, excluding those employees provided for in other existing Union Agreements.

B. Except such employees as are otherwise specifically provided for, all the conditions and benefits contained in this Agreement shall apply to all employees who now are or hereafter may be employed by the Company as set forth in Paragraph "A" above. Entirely excepted from the provisions of this Agreement are the following positions:

PUBLISHERS AND ASSOCIATE PUBLISHERS

Excepted from all provisions except Article XIX, Paragraph 12, of this Agreement, are the following Positions:

Publisher and Editor-in-Chief, Executive Editor, Editor of the Editorial Page, Managing Editor, Deputy Managing Editor, Assistant Managing Editor, City Editor, Sports Editor, Sunday Editor, Technology Systems Editor, Business Editor, Night

Operations Manager, Seen Editor, Associate Editor of Opinion Pages, Editorial Cartoonist, and Confidential Secretaries.

In no event will the number of employees excluded from the Agreement be more than 30 percent of the total of full-time equivalent employees represented by the Guild. For example, if there are 140 full-time equivalent Guild employees the company may have 42 employees excluded, provided that they qualify as management personnel.

Also, no person under Guild jurisdiction will be arbitrarily named as a manager (excluded from the Agreement).

C. The kind of work either normally, or presently, performed within the unit covered by this Agreement and other work assigned to be performed within said unit, or work which replaces or displaces such work, is recognized as the jurisdiction of the Guild, and performance of such work shall be assigned to employees within the Guild's jurisdiction.

Exempt employees can do bargaining unit work as performed in the past and/or similar work that may result from the introduction of new print, electronic or other products and as operationally necessary. Performance of such exempt work will not displace bargaining unit employees.

D. The Guild recognizes that stringers will continue to be utilized by the Post-Gazette to fulfill its obligation to report the news according to the following guidelines:

1. Stringers who answer phones for sports will continue to use Company-owned equipment to input statistics, scores or other noncreative material.
2. If the Company deems it necessary that stringers, with the exception of those covered under Paragraph 1 above, must work in the office, they will be considered part-time employees covered under Articles I, II and VI of this Agreement.

3. The amount of money paid to stringers is based on a percentage of the annual Guild payroll. Effective January 1, 2007, the maximum will be **15 percent** of the annual Guild payroll. If the amount of stringer annual expenses should exceed the percentage outlined above, the company will match this excess with a payment into the Guild Pension Fund or other similar vehicle. This percentage may be changed by mutual agreement to meet operational needs.

4. Community Journalism initiatives

Recognizing the need to develop additional sources of revenue **from all platforms** with electronic and print products, and to expand **our Post-Gazette audience**, the Company agrees to work with the Guild in developing community journalism initiatives, **including social networks with** paid or unpaid content from **contributors, including but not limited to**, independent contractors, freelance journalists, **bloggers**, photographers and videographers, as well as institutions, government agencies and community organizations.

The company may continue to obtain content from commercial vendors, including, but not limited to, traffic and weather reports, maps, event calendars, dining guides, financial data and sports statistics.

The company agrees to prominently identify community-derived content as produced by independent providers who are not employed, edited or pre-moderated by the Post-Gazette.

The company agrees to keep the Guild up-to-date on the company's Community Journalism standards.

It is understood that such work will be under the supervision of the Post-Gazette through bargaining unit and exempt editors and is not intended to displace bargaining unit work.

ARTICLE I GUILD SHOP

1. The Company shall require as a condition of employment of an employee that he be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop Agreement legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

2. There shall be no discharge of or other discrimination against any employee because of his membership or activity in the Guild. There shall be no interference or attempt to interfere with the operation of the Guild.

3. If any Guild member shall lose good standing by falling one (1) month in arrears in Guild dues including assessments, the Company shall, upon formal notice from the Guild, discharge said employee.

4. The Guild agrees that it will admit to membership and retain in membership any employee qualified according to the Constitution of the Newspaper Guild and the by-laws of the Local Guild.

5. The Company shall furnish the Guild president and treasurer in writing within one week of employment or transfer into Guild jurisdiction the following information:

- (a) Name, address, minority group, sex, date of birth and Social Security number.
- (b) Date of hire.
- (c) Classification.
- (d) Experience rating and experience anniversary date.
- (e) Salary.

When the person hired or transferred is a replacement for an employee entering the military service, the name of the person whom he is replacing is to be furnished.

6. Any employee who is discharged under the provisions of Section 1 and 3 shall receive no dismissal pay.

7. Discharges under this Article shall not be subject to review by the Board of Arbitration.

ARTICLE II CHECKOFF

1. Upon an employee's voluntary written assignment, the Company shall deduct weekly from the earnings of such employee and pay to the Guild, not later than the 15th day of each month, all membership dues including assessments levied by the Guild for the current month. Such membership dues including assessments shall be deducted from the employee's earnings in accordance with a schedule furnished the Company by the Guild on the first day of each month. An employee's voluntary written assignment shall remain in effect in accordance with the terms of such assignment.

2. The Company shall notify the Guild of any changes in classification salary or step-up in years of experience within one week of the date change becomes effective.

3. The checkoff assignment shall be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECKOFF GUILD MEMBERSHIP DUES INCLUDING ASSESSMENT

To: P G PUBLISHING COMPANY and/or ASSIGNS, EMPLOYER

I hereby assign to the Newspaper Guild of Pittsburgh, and authorize the Company to deduct from any salary earned or to be earned by me as his employee, an amount equal to all my Guild membership dues including assessments, as certified by the Treasurer of the Newspaper Guild of Pittsburgh, for each calendar month following the date of this assignment.

I further authorize and request the Company to remit the

amount deducted to the Newspaper Guild of Pittsburgh not later than the 15th day of that month.

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

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

Employee's Signature _____

Date _____

Indemnification of Company. The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Company) that arise out of or by reason of actions taken by the Company pursuant to Article II.

ARTICLE III CLASSIFICATIONS, WAGES AND SCHEDULES OF MINIMUMS

Employees shall be paid weekly not less than the following wages in these classifications less a wage diversion of 10% of the first \$50,000 of earnings to a maximum of \$5,000 per calendar year:

CONTENT PROVIDERS

Reporters, Photographers, Artists, Critics, Columnists, Editorial Writers
Provides original content for print and electronic publications and products.

Effective Date	1st 6 Mo.	2nd 6 Mo.	2nd Year	3rd Year	4th Year	5th Year
wage	901.00	924.00	1058.00	1105.00	1135.00	1172.36
2% pension	18.02	18.48	21.16	22.10	22.70	23.45
net wages	882.98	905.52	1036.84	1082.90	1112.30	1148.91
10% wage diversion	88.30	90.55	103.68	108.29	111.23	114.89
wage after diversion	794.68	814.97	933.16	974.61	1001.07	1034.02

CONTENT EDITORS/PRODUCERS

Copy Editors, Copy Editor/page Designer, Page Designer, Online Editor/
producer, Copy Readers, Slot
*Edits and produces original content for print and electronic publications,
products and slot.*

Effective Date	1st 6 Mo.	2nd 6 Mo.	2nd Year	3rd Year	4th Year
wage	913.00	987.00	1097.00	1145.00	1186.96
2% pension	18.26	19.74	21.94	22.90	23.74
net wages	894.74	967.26	1075.06	1122.10	1163.22
10% wage diversion	89.47	96.73	1107.51	112.21	116.32
wage after diversion	805.27	870.53	967.55	1009.89	1046.90

ASSIGNMENT EDITORS

Features Editor, Book Editor, News Editor, Art Director, Features Design Director, Op-Ed Editor, Associate Editor, Bureau Chief, Local News Editors, Lifestyle Editor, Copy Desk Chief, Weekend Editor, Asst. Sports Editor, Investigations Editor, Television Editor, Film Editor, Travel Editor, Outdoors Editor, Photo Editors, Food Editor, A&E Editor

Assigns work to content providers and content editors/producers and edit and produce content as necessary.

Effective Date	3rd Year	4rd Year	5th Year
wage	1125.00	1145.00	1203.68
2% pension	22.50	22.90	24.07
net wages	1102.50	1122.10	1179.61
10% wage diversion	110.25	112.21	117.96
wage after diversion	902.25	1009.89	1061.65

LIBRARIAN

Provide newsroom, library and photo support as necessary.

Effective Date	1st Year	2nd Year	3rd Year
wage	892.00	906.00	922.00
2% pension	17.84	18.12	18.44
net wages	874.16	887.88	903.56
10% wage diversion	87.42	88.79	90.36
wage after diversion	786.74	799.09	813.20

NEWS ASSISTANT

Provides newsroom, library and photo support as necessary.

Effective Date	1st Year	2nd Year	3rd Year
wage	747.00	767.00	787.00
2% pension	14.94	15.34	15.74
net wages	732.06	751.66	771.26
10% wage diversion	73.21	75.17	77.13
wage after diversion	658.85	676.49	694.13

EDITORIAL CLERKS ADMINISTRATIVE

Provides newsroom support as necessary.

Effective Date	1st Year	2nd Year	3rd Year	4th Year
wage	670.00	688.00	703.00	712.00
2% pension	13.40	13.76	14.06	14.24
net wages	656.60	674.24	688.94	697.76
10% wage diversion	65.66	67.42	68.89	69.78
wage after diversion	590.94	606.82	620.05	627.98

COPY MESSENGERS

Provides newsroom support as necessary.

Effective Date	1st Year	2nd Year	3rd Year	4th Year
wage	561.00	566.00	571.00	576.00
2% pension	11.22	11.32	11.42	11.52
net wages	549.78	554.68	559.58	564.48
10% wage diversion	54.98	55.47	55.96	56.45
wage after diversion	494.80	499.21	503.62	508.03

TWO-YEAR ASSOCIATES

Performs various newsroom assignments as necessary.

Effective Date	2-year period
wage	570.00
2% pension	11.40
net wages	558.60
10% wage diversion	55.86
wage after diversion	502.74

3-MONTH INTERN

Performs various newsroom assignments as necessary.

Effective Date	1st Internship	2nd Internship	3rd Internship
wage	512.00	527.00	542.00
2% pension	10.24	10.54	10.84
adjusted wages	501.76	516.46	531.16
10% wage diversion	50.18	51.65	53.12
wage after diversion	451.58	464.81	478.04

COST OF LIVING INCREASE

The provisions in this Cost of Living clause are suspended for the life of the current contract.

A. In addition to the basic rates of pay specified in this Agreement, all employees covered by this Agreement shall be paid a cost-of-living allowance to be determined and redetermined on the basis of the Consumer Price Index, City of Pittsburgh, Urban Wage Earners and Clerical Workers (CPI-W 1982-1984 Base), published by the Bureau of Labor Statistics, U.S. Department of Labor, as follows:

1. If for the period November 1, 2006, through April 30, 2007, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after May 1, 2007.

2. If for the period November 1, 2006, through October 31, 2007, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after November 1, 2007.

3. If for the period November 1, 2007, through April 30, 2008, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after May 1, 2008.

4. If for the period November 1, 2007, through October 31, 2008, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after November 1, 2008.

5. If for the period November 1, 2008, through April 30, 2009, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after May 1, 2009.

6. If for the period November 1, 2008, through October 31, 2009, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after November 1, 2009.

7. If for the period November 1, 2009, through April 30, 2010, the aforesaid Index rises more than 6%, then additional wages shall be paid effective the first payroll period after May 1, 2010.

Notwithstanding the above, it is specifically understood that the maximum amount of increases paid pursuant to this cost-of-living clause shall not be more than 2% for the period November 1, 2006 through October 31, 2007, nor more than 2% for the period November 1, 2007, through October 31, 2008, nor more than 2% for the period November 1, 2009, through October 31, 2010.

To determine the amount of the wage increase, the parties shall multiply the percentage the Index exceeds 6%, but not greater than 8%, times the weighted average base contractual wage weekly scale

of all employees represented by all craft unions and Teamsters.

No adjustment, retroactive or otherwise, shall be made because of any revision which may later be made in published figures in the Consumer Price Index.

1. Employees shall receive a salary increase provided in the schedule of wage minimums or increases according to the following schedule of general increases, whichever is greater, but not both:

2. The above wage minimums and the general increase need not apply to salaries of those who are on retirement or who are on extended sick leave. The pay increases shall go into effect upon the employee's return to work.

3. For the life of this Agreement there is to be no reduction in compensation of anyone covered by this Agreement except when the provisions of Article VIII, Paragraph 3, are implemented.

4. In the application of the foregoing schedules of minimums, experience shall include all regular employment in comparable work. In the event the Guild questions the job classification or experience status of any employee within forty-five (45) days from start of employment, adjustment, if any, will be made retroactive to the start of employment. If such question is raised after forty-five (45) days from start of employment, adjustment, if any, will be effective on the date that the Guild brought the question to the attention of the Company.

5. Copy messengers or clerks may be assigned to the duties of a reporter, artist or photographer as a beginner for a period of six months as a preparation for his own training as an experienced newspaperman, but if still in college shall be paid the applicable intern rate for the duration of the trial period. However, if his work fails to meet the required standard or if the position is discontinued the employee shall have his choice of dismissal pay or return to his former duties. A copy messenger or clerk who has graduated from college

and is assigned to the duties of a reporter, artist, photographer or copy reader shall receive the beginner salary for the assigned classification.

6. Nothing in this Agreement shall prevent employees from bargaining individually for pay increases. The minimum wage rates established herein are minimums only; individual merit shall be acknowledged by increases above the minimums.

7. Any new classification established by the Company shall be subject to negotiations between the Company and the Guild.

8. (a) Effective January 1, 1982, an employee temporarily transferred to a higher classification shall receive differential pay according to the following schedule:

Copy messenger to clerk.....minimum salary differential
Copy messenger to reporter/editor.....minimum salary differential
News assistant, clerk to reporter/editor...minimum salary differential

(b) Daily differentials will be paid to employees who are assigned to higher classifications for greater than 50% of a shift. The differential to be paid shall be determined by dividing the monetary difference between the classifications by five (5) to establish a daily payment.

Employees in the copy messenger and clerk classifications may work up to 40 percent of their time in higher classifications before receiving the weekly minimum salaries for the higher classifications. They will receive daily differentials.

(c) The above is not intended to change present practices in cases where an employee substitutes in part for an employee in a department head or comparable capacity without assuming the full responsibility. In case of a long illness or absence of such an employee, the Company may assign another employee as "acting" and additional compensation shall be arranged between the employee, the Company and the Guild in direct relation to the

amount of responsibility to be assumed by such substitute.

(d) Effective January 1, 2003, the Harrisburg **and Washington** correspondent will receive a salary differential of \$20 a week. (Letter dated May 10, 2002, addresses conditions under which the differential will be paid.)

9. An employee hired above the minimum for his actual experience shall be given an experience rating in the minimum bracket comparable with his salary.

10. Employees may be upgraded to the next highest experience rating with anniversary date changed to the date of upgrading. Merit increases above minimums shall be maintained through the succeeding experience step-ups without change of anniversary date until the employee is either upgraded to a higher experience rating or until the top minimum is reached.

11. Effective January 1, 2003, a one-time service bonus of \$250 for all employees with 10 or more years of service. Thereafter, the bonus will be paid when an employee completes his/her 10th year of service. Effective January 1, 2004, a one-time service bonus of \$500 for all employees with 20 or more years of service. Thereafter, the bonus will be paid when an employee completes his/her 20th year of service. As of Jan. 1, 2007, all service bonuses will be diverted to the Guild Pension Plan for the life of the current contract.

ARTICLE IV

HOURS

1. No employee eligible for Guild membership shall work more than **eight (8)** hours per day within a **nine (9)** consecutive hour period, nor more than five days per week with the following exceptions:

(a) With the approval of the Company, full-time employees may work a four-day work week (for a regular week's pay) consisting of **4**

ten hour days. By mutual agreement, full-time employees also may work a six-day week of not more than **40** hours. The Company will notify the Guild of such an arrangement. During holiday weeks, all full-time employees will be scheduled for a five-day week.

(b) Additionally, full-time employees with at least two years of service shall, on a rotating basis, have the option of working a four-day week consisting of four 10-hour days at his/her request under the following conditions:

i. The nature of the work is such that it can be compressed into 4 days.

ii. At least one weekend shift may be required as part of the work week except by mutual agreement.

iii. Employees shall be granted such assignments on a rotation according to seniority (similar to the Christmas week vacation rotation).

iv. No employee shall be assigned to work a four-day week without his/her consent.

v. The arrangement shall be limited to two months but may be extended by mutual agreement between the company and the employee based on availability.

vi. The arrangement shall be limited to one per department at any one time. Exceptions must be approved by the department head and managing editor.

vii. A lunch or dinner break may be required as part of the work day.

viii. For holiday weeks, for the employee's vacation week(s), and weeks in which the employee takes single day vacations, the employee will be scheduled for a five day week.

(c) Beat reporters who cover major sports are exempt from overtime provisions but shall receive additional vacation in a

formula mutually agreed upon by the Company and the Guild.

2. A regular schedule of working hours shall be maintained for all employees. No less than three days' notice shall be given in advance of any change in an employee's working schedule, where possible. Schedules of holiday work in the editorial department shall be posted two weeks in advance of the holiday, where possible.

3. Wherever possible, days off shall be consecutive days.

4. It is mutually agreed that the Company is entitled to service for the full unit of hours constituting a day's work or night's work or week's work as prescribed in this Agreement.

5. A differential of \$3 per shift will be paid to an employee who begins his/her shift on or after 2 p.m. As of Jan. 1, 2007, all night differentials will be diverted to the Guild Pension Plan for the life of the current contract.

This shall apply only so long as the employee is assigned to such shifts.

6. Time spent by employees traveling to and from assignments in the Tri-State area shall be considered as part of the working day. Exceptions: Trips outside the Tri-State area, sports beats and self-initiated assignments.

7. Nothing in this Article shall be construed so as to interfere with the completion of assignments by employees nor the performance of emergency assignments.

8. By arrangement with the Company, employees who elect to reduce their work week to fewer than **40** hours shall be considered flex-time employees. They shall designate a period not to exceed 12 months that they will remain in that status.

A. Upon expiration of the 12-month (or shorter) period, the employee may return to full-time status. If the employee elects to extend his/her flex time beyond 12 months, any return to

full-time status will be determined by the availability of work. If no slots are available, (a hiring freeze implies that no slots are available) the flex time status will continue until a mutually agreeable job closest to his/her experience becomes available. For the first three months of the reduced work week, the employee's health insurance coverage will be unchanged. After three months, the Company will pay a portion of the health/dental/optical insurance premium based on the number of hours worked per week. For example, if the employee works three days a week, the Company will be responsible for 60 percent of the premium. For purposes of security under Article VIII, flex-timers shall be treated the same as full-time employees.

B. By seniority, flex-time employees will have the opportunity to return to full time status whenever a two-year associate is hired. The flex-time employee will have only one opportunity to return to full-time status. If he/she refuses to return to full-time status, he/she loses the right to return under the provisions of this paragraph.

ARTICLE V

OVERTIME

1. Overtime shall be defined as work beyond 40 hours in the work week. Overtime shall be worked when required by the Company, except in case of illness, emergencies or exceptional situations.

2. Overtime beyond 40 hours in any one week shall be paid for at time and one-half of the regular rate of pay, except where otherwise provided for in this Agreement.

3. A full-time employee required to return to work after his regular working day shall be paid for the time worked, but not less than four hours. An employee authorized to contribute to the Post-Gazette electronically outside his regular working day shall be

compensated for actual time worked, but not less than one hour at the employee's current rate.

4. An employee called to work on his day off shall be compensated at the rate of time and one-half, but not less than a day's pay in addition to his regular weekly salary.

5. Overtime shall be reported in writing to the Company or his representative within ten days after the overtime is worked. The Company shall cause a record of all overtime to be kept. Specified overtime records shall be made available to the Guild on request.

6. On out-of-town assignments:

(a) Overtime at time and one-half shall be paid for all work beyond 10 hours in any one work day and beyond 40 hours in any one work week.

(b) Provided, however that prolonged out-of-town assignments shall be exempted from these provisions. Employees covering breaking news stories will continue to be covered by Paragraph (a).

ARTICLE VI PART-TIME, TEMPORARY EMPLOYEES AND TWO-YEAR ASSOCIATES

1. The total number of two-year associates, paid interns and employees averaging less than **40** hours per week cannot exceed 35 percent of the Guild membership.

2. Part-time employees shall assume all of the obligations of this Agreement and shall receive its benefits on a proportionate basis unless stated otherwise elsewhere in this contract as their respective work week compares with a full work week of **40** hours. It is understood that part-time employees may work full time to cover absences due to vacation, sick leave and other leaves of absences.

3. It shall be a policy of the Company to pay part-time employees who average individually less than **20** hours per week not less than an hourly basis equivalent to the weekly wage minimum for the classification of work in which they are employed. Such part-time employees may work less than **20** hours per week in a four-day period without exceeding 10 hours in any one day. All benefits for these employees, unless stated otherwise elsewhere, will be proportionate to the number of hours regularly worked during the week.

4. Provisions of this Agreement shall not apply in the case of temporary employees hired for a special project. The Guild shall be notified in writing as to the nature of such project and its duration. Temporary employees may be hired to cover absences of other employees due to vacations, sick leaves, leaves of absence, etc. for up to eight months, a period which may be extended by mutual agreement between the Company and the Guild. These employees will be covered only by Articles I, II and VI of this Agreement. Furthermore, it is understood that temporary employees will not be replaced with other temporary employees after the eight-month period of employment, except by mutual agreement between the Company and the Guild. Temporary employees whose positions are extended beyond twelve (12) months shall receive one week's vacation.

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

ARTICLE VII

SICK LEAVE

1. Sick leave shall be calculated on an anniversary year basis. The company will provide eight (8) days sick pay annually which may be taken only when an employee is unable to work due to

illness. The company can request that an employee furnish a doctor's certificate or other reasonable proof when absent for three (3) consecutive days or more.

2. An employee shall receive a normal week's salary for a period of his or her incapacitation. There shall be no holiday premium pay during the sick leave period.

3. Short-term disability

(a) Employees can accumulate the above eight days per year during their employment to a maximum of 90 days per year. Only unused days during the year will be carried over to the maximum of 90 days total. These accumulated days will constitute a short-term disability bank which can be used for any illness of five (5) days or longer. This benefit will begin on the 6th work day of disability. The five days will constitute a waiting period.

All employees on the payroll on 1/1/07 will be provided an initial bank of 7 days short term disability pay per full year of service to a maximum of 70 days. These days are part of the maximum accumulation of ninety (90) days.

(b) If an employee exhausts his sick pay and short-term disability bank, the employee will be eligible for 26 weeks of additional sick leave at 60 percent of the employee's negotiated rate of pay for those employees with two years or more of service. Those employees with less than two years service will be eligible for 13 weeks of additional sick leave. Details of this extended short-term disability plan are available from the Human Resources Director.

(c) An employee who exhausts his disability bank shall earn additional sick leave benefits according to the following schedule: For one year of uninterrupted employment - 55 percent of maximum short-term disability schedule; two years of uninterrupted employment - 85 percent of maximum short-term

disability schedule; three years of uninterrupted employment - 100 additional percent of maximum short-term disability schedule.

The maximum regeneration under this program will be 70 days. Unused individual sick days will continue to be accumulated into the bank until the 90-day maximum is reached.

Sick pay and/or the short-term disability bank are not considered earned and will not be paid out upon termination of employment, including retirement.

4. This program will become effective as of the date of ratification. Benefit payments under the prior Guild sick leave plan will continue for those employees on sick leave as of the date of ratification.

5. If an employee becomes ill or injured while on vacation, sick leave will not start until the end of the scheduled vacation period. However, an employee who becomes ill or injured before his scheduled vacation begins shall have the right to reschedule his vacation.

6. No employee shall be entitled to sick pay for the period of any absence due to an injury incurred working for any other current employer.

7. Sick leave payments shall terminate upon termination of employment or death of the employee.

8. If there is a pattern of apparent abuse by an individual, the Company has the right to establish a three-day waiting period for sick leave for that individual.

9. An employee cannot accrue sick leave or use sick leave benefits for any purpose other than illness or injury.

10. Employees claiming benefits under this Section shall, upon request, submit to an examination by a doctor or doctors designated and paid for by the Company.

11. In all cases of compensable accident, amounts paid under Worker's Compensation shall be deducted from any amount paid

by the Company, as in the past.

12. Company agrees to notify the Guild when sick leave pay is reduced or discontinued.

ARTICLE VIII SECURITY

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

2. Discharges may be either (1) for good and sufficient cause or (2) to reduce the force, which latter shall be construed as synonymous with discharges for economy.

3. Discharges for causes are subject to review under Article XVI, Adjustment of Disputes. The Company's right to determine the size of **the** force is recognized and **the** right to reduce the force for economy (either permanently or temporarily) shall not be subject to review by the Board of Arbitration, provided, however, that in the event the Guild believes that reasons other than economy have entered into the designation of the person or persons to be laid off, it may appeal the particular case or cases to arbitration. Stringers and free lancers in no case will replace or displace bargaining unit employees.

4. A. Layoffs to reduce the force, as distinguished from dismissals for just and sufficient cause, shall not be made until the Company notifies the Guild thirty (30) days in advance that such layoffs are necessary and that no reasonable alternative exists.

B. The Company shall notify the Guild of any proposed layoffs to reduce the force, specifying the job title, **job classification and work groups defined below (the "work group")**, number of employees **per work group**, **numerical order of layoffs within each work group**,

numerical order of overall layoffs, and the facts upon which the Company relies to establish the necessity pursuant to Section 4A above.

C. In the event such layoffs are necessary, the following procedures shall be observed:

(1) Voluntary incentives as designed by the Company may first be offered for a reduction in force after consultation with the Guild.

(2) Eliminate **thirty (30%)** percent of the stringer budget and all intern programs, **temporary and probationary employees.**

(3) If additional cost reductions are necessary, the Company, after implementing any voluntary methods for reducing the force in consultation with the Guild, will proceed with layoffs in inverse seniority order in the affected work groups. The first employee to be laid off shall be the junior two year associate in the affected work group. If there is no two year associate in the affected work group, the first employee to be laid off shall be the junior two-year associate in the bargaining unit. The Company reserves the right to offer regular employment to any two year associate, including one who would otherwise be subject to layoff as a two year associate under this provision. Thereafter, layoffs shall be in inverse seniority order in the affected work group. Substitute voluntary resignations in the affected groups will be given consideration by the Company in lieu of employees otherwise slated for separation. The work group for purposes of layoff will be divided as follows:

I. Content providers in Local News and Business

II. Content providers in Features and Editorial

III. Content providers in Sports

**IV. Content providers and Content Editors in
Photography/ Multimedia/Art**

V. Content Editors and Assigning Editors

VI. Clerical/Librarians/News Assistants

(4) a. For the purposes of layoff, length of service for part-time employees shall be counted on a pro-rated basis. (For example, an employee who has worked three days per week for 20 years shall be credited with 12 years of service.)

b. Employees in Work Group VI above who have performed work in a higher work group for at least 50 percent of their prior year's service shall be considered part of that work group for the purposes of a layoff. The company shall furnish the Guild (annually and upon request) with a current breakdown of employees arranged by seniority and work group.

c. Transferred employees must be in a new work group for at least six months to be considered part of that work group for layoff purposes. Otherwise, they shall be considered part of the last work group they occupied for at least six months prior to the transfer.

(5) In the event of recall, the recall shall be in reverse order of layoff. Such recall rights will last 12 months from the date of the employee's layoff.

(6) The Company will forward notice of recall by certified mail to the Guild and to the last known address of the employee reflected on Company records. The employee must, within seven (7) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her

intent to return to work on the date specified for recall and, therefore, return to work on such date.

D. In the event a laid off employee is not recalled within a year or is not employed elsewhere, severance pay based on his actual time of employment will be paid. **If the employee is rehired at any time, and is subject to severance pay after said rehire, he will be paid severance based on the date of rehire.**

E. An employee laid off as a result of the provisions of this clause will continue to receive their health/life insurance benefits for a period of three (3) months under the same conditions that applied when he/she was on the payroll. Also, for an additional three (3) months, the Company shall pay fifty (50%) percent of whatever premium or health and life insurance benefits being paid for full time employees, for those laid off employees.

F. Termination of Seniority – An employee’s seniority shall be broken and rights under this Agreement forfeited for the following reasons:

- i.) discharge, retirement, or resignation;**
- ii.) absence from work due to a layoff for more than twenty-four (24) months**
- iii.) failure to give notice of intent to work when recalled after a layoff within the time period specified in Article VIII 4(c)(6), except in case of emergency;**
- iv.) Employees who are off work as a result of illness or non work related injury and who are unable to either return to their regular position or obtain another regular position within their bargaining unit within two years of their date of disability shall have their benefits and seniority terminated.**

Said two years will continue to run from the date of disability, unless the employee returns for a period in excess of sixty (60) consecutive calendar days in which event the employee's two year time period shall commence anew;

v.) Employees who are injured on duty as a result of a work related injury and who are unable to either return to their regular position or obtain another regular position within their bargaining unit within three years of their date of disability shall have their benefits and seniority terminated. Said three years will continue to run from the date of disability, unless the employee returns for a period in excess of sixty (60) consecutive calendar days in which event the employee's three year time period shall commence anew;

vi.) failure to return to work on the first work day following a leave of absence except in cases of emergency.

5. For any employee hired without his having had one or more years, prior experience in the classification of work for which he is hired and regardless of experience rating assigned for salary purposes, the first three months of his employment shall be a probationary period, with a three-month extension at the Company's option. Company will give such employee periodic appraisal of his work and will notify the Guild of dismissal.

For an employee hired who has had at least one year of experience on a daily newspaper, and regardless of experience rating assigned for salary purposes, the first three months of his employment shall be a probationary period. By mutual agreement between the Guild, the employee and the Company, this probationary period may be extended for three additional months.

Probationary employees shall have all the benefits of this Agreement during their probationary period, except that they shall

not have the right to appeal their dismissal under the grievance provision of this Agreement.

Tryouts will be for posted positions only, and tryouts may be given in any department. The tryout period will be for one week. By mutual consent between the Company and the Guild, the trial period may be extended.

An employee may ask for a tryout for any position or job that is posted because of an opening or resignation.

There may be no more than one tryout at any time in a single department and no more than three (3) on tryout at any time in all departments.

If a person is hired after a tryout period of one week or more, the entire tryout time will be considered as part of the probationary period.

6. (a) When an employee with six months' service or more is to be discharged, the Guild and the employee shall be notified in writing at least two weeks in advance of such discharge. Two weeks' pay in lieu of notice may be given by mutual agreement between the Company and the Guild.

(b) In the event of discharge for gross misconduct, or in the case of misconduct after notice has been given said employee may be laid off immediately.

(c) A dismissed employee and the Guild shall receive in writing from the Company the reason for dismissal of any employee covered by this Agreement.

7. There shall be no speed-up in work so as to place unreasonable duties upon any of the employees as a result of which their competency might be questioned. Any reduction in the force shall not result in placing unreasonable duties upon any of the remaining

employees as a result of which their competency might be questioned.

8. There shall be no discrimination against any employee or prospective employee because of sex, age, race, creed, color, national origin, sexual orientation, marital or parental status and those disabilities defined and covered under the Americans with Disabilities Act.

9. The Company will notify the Guild when changes are made in operations that will alter the duties of employees covered by this Agreement. Furthermore, the Company agrees that an adequate period of training will be provided at the Company's expense for such employees.

10. An employee who could be dismissed by the introduction of new or modified equipment, machines, apparatus or processes shall be afforded the opportunity to transfer to other available positions.

11. Any employee assigned to operate Company-owned equipment shall be given an adequate period of training at the Company's expense.

12. Any employee assigned to operate a computer shall be offered an eye examination at the Company's expense prior to beginning work on such devices, and may be retested at least every two years.

ARTICLE IX EXPENSES

1. If required, all reporters and photographers, will use their personal cars in the service of the Company. **Company cars will no longer be provided to employees for exclusive use and therefore, employees will be expected to turn over company owned vehicles to the Company within 60 days of ratification of this Agreement. The Company will reimburse employees who currently possess company cars \$3,000, less applicable taxes and authorized deductions, upon receipt of vehicle by the Company.**

2. For the term of this agreement, the Company will reimburse

for the business use of a vehicle by paying a vehicle allowance of 46 cents per mile. The reimbursement rates are based on a gas price of \$3.00 per gallon. The company will review the Western PA AAA gas rate on January 1 and July 1. The company will adjust the reimbursement rate by 1.5 cents, upward or downward, for every 25-cent change from the \$3.00 base rate on these dates.

3. The Company agrees to furnish the Guild with a list of all employees whose automobiles are regularly used. A day's notice must be given if an employee who does not regularly use his car is required to use his car in the service of the Company.

4. Necessary working equipment shall be provided for employees and paid for by the Company. If approved by the Company, an employee may use his personal equipment to cover breaking news and stories on deadline. Other use of personal equipment shall be by mutual agreement. It is understood that an employee can work on the Company's equipment out of the office to cover breaking news, deadline stories and columns. The Company shall provide a list of who is using his personal equipment and for what purpose. In no case shall an employee or applicant for employment be required to make personal equipment available as a condition of employment.

5. Company agrees to pay entire cost of parking in downtown lots for photographers **and videographers**. For cars not regularly used, the Company shall pay all parking costs up to a maximum of \$15.00 per day, after the employee pays the initial parking fee.

6. Requests for reimbursement of expenses shall be submitted within 30 days of completion of the assignment. Any extension must be approved by the Managing Editor.

7. Employees who are authorized to use employee owned automobiles for the benefit of the Company will keep their cars

in such condition that they shall be approved by the inspection bureau of the state, and while operated for the benefit of the Company shall be operated only by an employee, who shall be a duly licensed operator of a motor vehicle, of which proof will be required on a yearly basis.

8. Each employee, while continuing employment with the Company and continuing authorized use of personally owned cars in performance of work, shall purchase and maintain public liability insurance in the amount of \$100,000 - \$300,000; property damage in the amount of \$50,000; and medical payment auto insurance, subject to No-Fault of Pennsylvania, of which proof will be required on a yearly basis.

ARTICLE X

INTERNSHIPS, TWO-YEAR ASSOCIATES

1. Unpaid academic internships will be limited to **fourteen (14)** a year. The number may be increased by mutual consent between the Company and the Guild.

a. The Company will provide timely notice of all academic internships, which shall include starting and ending dates.

b. Academic internships will be limited to **32** hours per week and each intern's work hours will be posted. If an intern is required or requested to work beyond that limit, he/she will be hired as a temporary employee (Article VI, Paragraph 4) and paid at the appropriate prorated first-year intern scale.

c. No student will serve more than two academic internships.

2. The Company agrees to recognize paid intern service when computing pay scales for beginner staff members. Each paid internship will be limited to 13 weeks unless extended by mutual agreement between the Company and the Guild. Individual

internships will not be consecutive.

3. The Company may hire two-year associates under the following conditions:

A. All of the provisions of the contract with the exception of articles VI, XIII, XIV, XV, XVII and XVIII, will apply. However, associates will be eligible for the funeral and parental leaves outlined in Article XV.

B. The period of employment cannot exceed 24 months and will not be renewed or extended.

C. The Company may offer regular employment to associates at any time during their period of employment.

D. Associates may work in any classification with the understanding that only their first four weeks of employment may involve news assistant/clerical work. After the first four weeks they are excluded from the following classifications: news assistant, clerk, and messenger.

E. There will be no assignment restrictions

F. No vacation bonuses will be paid by the Company to **two-year associates**.

ARTICLE XI VACATIONS

1. Employees hired prior to July 1 shall receive an annual vacation with full pay of one (1) week after six months of service; two (2) weeks for one (1) complete year of service; three (3) weeks for three (3) continuous years of service; four (4) weeks for eight (8) continuous years of service and five (5) weeks for 23 continuous years of service with the Pittsburgh Post-Gazette or other Block newspapers. The service requirement for five weeks of vacation will decrease as follows: 21 years in 2002; 20 years in

2003; 18 years in 2004.

Employees hired on or after Jan. 1, 2007, will receive a maximum of four (4) weeks vacation.

Employees hired at the top minimum prior to July 1 will receive two (2) weeks of vacation after six months of service. Employees hired at the top minimum between July 1 and August 31 will receive one week of vacation after three months of service (the length of service requirements may be waived by the department head to meet the needs of the office).

After one (1) complete year of service, all employees at the top reporter/editor minimum will receive three (3) weeks of vacation. An employee requesting vacation must give at least three (3) days' notice.

Effective January 1, 1994:

All former Press employees will receive credit, for vacation purposes only, for their service with the Pittsburgh Press Company.

All employees hired between Jan. 1, 1987 and Jan. 1, 1993, will receive, for vacation purposes only, an extra year of service. The extra year of service is eliminated after the employee receives four weeks of vacation.

2. The employee's hiring date will determine his vacation eligibility. With the exception of Christmas week, seniority will be the basis for vacation preference if the request is submitted between January 1 and March 1. Employees who do not meet the March 1 deadline will be accommodated, if possible, but they will not be able to use their seniority after March 1 to bump someone who has scheduled his vacation prior to March 1. Christmas vacation will be granted on a rotating basis according to seniority but requests for Christmas week must be submitted and posted by September 1. No bumping of Christmas week will be permitted after the September 1 deadline. It is the declared intent of both

the Company and the Guild that vacations be arranged in the best interest of the individual employee as well as the needs of the office and, when possible, vacations shall be granted in the more desirable vacation months.

3. Employees eligible for 5 weeks of vacation must take at least one week prior to March 31. Also, all employees who do not submit vacation requests prior to September 1 will be assigned vacations by their department heads.

4. With the exception of the city staff/local news desk and the copy desk, vacations should be scheduled so that only one person from a department is off at any one time. The city staff/local news desk limit is five and the copy desk limit is two. Exceptions must be approved by the managing editor. For vacation purposes only, local columnists are not assigned to a department.

5. By arrangement with other employees and the approval of the department head, off days shall be changed in weeks preceding and following vacation periods, to provide a longer vacation where possible.

6. The vacation period shall be continuous, but employees shall have the privilege of splitting their vacations in such manner as may be agreed to between them and the Company. Split vacations and personal holidays are subject to the same limits described in Paragraph 4.

7. When a recognized holiday or day celebrated as such occurs during the vacation period of an employee, that employee shall receive an extra day to be added to his vacation period where possible, or be given an additional day off at another date.

8. The Guild recognizes the right of the Company to assign employees to work normally done by employees on vacation or on sick leave, provided provisions regarding wages and hours are not waived.

9. With the exception of self-provoked discharge or failure to give two weeks' notice, accrued vacation pay will be paid

on termination of employment or in the event of death to the designated beneficiary according to the following schedule:

Less than 3 complete years of service.....	0
3 to 6 complete years of service.....	1 week's pay
7 to 11 complete years of service.....	2 weeks' pay
12 to 15 complete years of service.....	3 weeks' pay
16 or more years of service.....	4 weeks' pay

Effective May 1, 2007, the accrued vacation pay will be diverted to the Guild Pension Plan for the current contract.

10. Employees shall receive a \$25 bonus for each year of service. For every year after 15 years, the employee will receive an additional \$25 bonus for each year or service. For example, an employee with 25 years of service will receive \$875 ($25 \times \$25 = \$625 + \250 ($10 \times \$25$) = \$875). Effective Jan. 1, 2007, these service bonuses will be diverted to the Guild Pension Plan for the current contract.

ARTICLE XII HOLIDAYS

1. The following holidays, or days observed as such, shall be granted to all employees as provided in this Article: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. An employee also shall receive the day of his or her choice as a personal holiday with the understanding that if the employee desires to observe a day of special religious observance he or she shall take the personal holiday on such date unless the employee is able to shift his or her day off with another employee. Effective January 1, 1980, an employee shall receive a second day of his/her choice as a personal holiday. Effective January 1, 1998, every employee shall receive his birthday as an off day with pay. An employee hired after January 1, 1985, will be

eligible for two (2) personal holidays after working 12 complete months. To claim a personal holiday, an employee must give at least three (3) days' notice. Personal holidays are subject to the same limits described in Article XI, Paragraph 4. Effective January 2003, Martin Luther King Day or another day of the employee's choice will be observed as a day off with pay. Company seniority will determine which employees can be off with the understanding that the department head will determine how many employees can be off on the day observed as Martin Luther King Day.

2. An employee required to work on the holiday shall receive an extra day's pay in addition to his regular weekly salary; and an employee required to work on his day off during a holiday week shall be compensated at the rate of time and one-half but not less than a day's pay in addition to his regular weekly salary. Effective January 1, 1981, an employee will receive 6-1/4 days' pay for the holiday week if he/she is scheduled to work the holiday and 4 other days during the holiday week.

3. In the week in which one or more of those holidays fall, all time worked beyond the remaining work days or work hours shall be paid for at the overtime rate.

4. When an employee's off-day falls on a holiday, or a day celebrated as such, he shall be given a day off at another date within a month, or may add the day to his vacation period if possible. To earn premium pay, the employee must work the holiday.

5. Personal days are based on the number of hours the part-time employee is regularly scheduled to work. For example, an employee who normally works three days a week will receive 60 percent of the birthday, two personal days and Martin Luther King Day (60 percent of 30 hours = 18 hours, which is two days and three hours.

ARTICLE XIII

ADVANCEMENT, PROMOTION AND TRANSFER

1. When new positions, vacancies or openings are to be filled, first consideration shall be given to the employees in Guild jurisdiction to whom advancement to the vacancy would constitute a promotion insofar as salary or any other remuneration is concerned. The Company shall immediately post notice of such vacancies, openings or jobs. An employee desiring to fill such vacancies, openings or jobs may either do so orally or may submit written applications within five (5) days of posting.

2. When an employee is advanced to a position in a higher classification, he shall be paid the salary minimum in the advanced classification next above his salary at the time of advancement, or be given an increase not less than one year's increase in experience rating in his former classification, whichever is greater. The effective date of such advancement shall become the employee's new anniversary date, provided further that at no time thereafter shall the employee be paid less than he would have received through the normal operation of the experience progression schedule had he retained his former classification.

3. The trial period for an employee so advanced shall be 75 days, which time may be lessened or extended by mutual agreement between the Company and the Guild.

4. If at the end of such trial period the employee's service is found to be unsatisfactory, he shall be returned to his former position at the rate of pay received prior to his advancement plus any additional benefits that may have been granted in that classification during his temporary assignment or be given the option of accepting his severance pay.

5. For purposes of training, an employee may be transferred

from one department to another for a period of up to 90 days. This period may be extended for 60 days by agreement of the Company, the employee and Guild, or terminated by the Company or the employee. During this training period the employee will continue to receive his salary including any step-ups in the category for which he otherwise would have been eligible. If the employee is being trained in a higher classification, he shall receive \$4.00 a week during such training in addition to his salary including any step-ups for which he otherwise would have been eligible.

An employee may elect to return to his original department during the first 90 days of the training program by giving two weeks' notice to the Company. Any decision by the employee regarding the termination of the training program will be accepted by the Company without prejudice. If an employee requests a transfer to another department, it will be on the basis of a one-year trial with the understanding that he can be returned to his original department prior to the expiration of the trial period.

6. An employee promoted or transferred to take the place of one entering military service, may upon resumption of employment by such employee who was in military service, be returned to his previous position, salary for which shall not be less than the then current minimum applicable to that job classification taking into consideration his accumulated experience rating and increases in minimum wages and general increases granted to that job classification during the period of such assignment, or his prior salary plus any general increases, whichever is higher, or be given the option of accepting his severance pay.

7. An employee promoted or transferred to fill in as a replacement for an employee on extended sick leave, maternity leave, or other leave of absence or transferred for purposes of training, shall

be subject to the conditions outlined in paragraph 6, above, excepting that he shall not have the option of accepting his severance pay.

8. No employee shall be transferred by the Company to another enterprise in the same city, or to work in another city, whether in the same enterprise or in other enterprises conducted by the Company, or by a subsidiary, related or parent company of the Company, without the employee's consent and payment of all transportation and other moving expenses of himself and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. A transferred employee may be recalled at the Company's discretion with all transportation and moving expenses paid by the Company. An employee shall not be penalized for refusing to accept a transfer. In the event that a position cannot be filled with a Guild member under this provision, the company has the right to temporarily fill the position with a current exempt employee for a period not to exceed one year. If the position remains filled by an exempt employee at the end of a year, the company will post the job. In the event that no Guild member applies for the position or the company determines that none of the applicants is qualified, the exempt employee can remain in the position for another year without becoming a Guild member. It is understood the use of an exempt employee in this capacity is not intended to replace bargaining unit work. The exempt employee in this role will not count toward the 30% limitation as established elsewhere in the contract.

9. Management shall have the right to transfer employees from one newsroom department to another for up to one year to meet the needs of the office. At the end of one year, transferred employees can remain in the current assignment or may apply for another available position. Transfers cannot be a result of punitive action.

For purposes of definition, the following is each a department: Local News, Sports, **Universal Desk (Copy/Pagination/Web Desk)**, Features, Editorial, Business, Photography/**Multimedia**, Library and Art. These department designations can be modified by mutual agreement between the company and the Guild.

ARTICLE XIV SEVERANCE PAY

1. Upon the discharge of any employee covered by this Agreement for causes other than deliberate self-provoked discharge and dismissal for cause, the Company shall pay the said employee as dismissal compensation a lump sum of money to be determined in accordance with the following schedule, for years of continuous and uninterrupted employment:

One week's pay after 6 months' employment and one additional week's pay for each additional

6 months' employment, but not to exceed a total of 52 weeks' pay.

2. "Deliberate self-provoked discharge" shall mean (1) in cases when an employee conducts himself in a manner to compel discharge in order to collect dismissal indemnities rather than resign when it is the employee's intention to accept another position; (2) when an employee intends to retire from newspaper work and rather than resign, provokes discharge to collect dismissal indemnities; and (3) when an employee is guilty of proven theft.

3. The salary paid as dismissal compensation shall be the highest (except bonuses and pay for special work) received by the employee during the last 52 weeks of his employment.

4. The years of continuous and uninterrupted employment provided herein shall mean the total consecutive and uninterrupted years of service with the Company or with any enterprise associated

or affiliated with the Company and military service completed during the Military Emergency and Selective Service Act Enactment Period of World War II provided dismissal pay has not been previously paid. Leaves of Absence shall not constitute breaks in service.

ARTICLE XV LEAVES OF ABSENCE

1. By arrangement with the Company, employees may be granted leaves of absence without prejudice to continuing employment or reduction of severance pay computation except that such time on leave shall not be considered service time.

2. If an employee is elected or appointed to any office of The Newspaper Guild/Communications Workers of America, or AFL-CIO, CLC or any office of a local of The Newspaper Guild, such employee shall, upon request, be given a leave of absence without pay, and shall be reinstated in the same position upon the expiration of such leave. The foregoing shall also apply to delegates elected to The Newspaper Guild and AFL-CIO, CLC Conventions, both national and local, and to delegates to special meetings, called by The Newspaper Guild. The number of employees on leave under this Section shall be limited to five at any one time, except by mutual consent.

3.(a) Any employee who has had five continuous years in the employ of the Company without a leave of absence shall be given at the employee's request a leave of absence not to exceed six months, without pay. Such leaves shall not constitute a break in employment, though the time spent on the leave shall not be counted in computing dismissal pay. Such leaves may be limited to one from each department at any one time.

(b) An employee with at least 10 years of service shall be

given, at his/her request, a leave of absence not to exceed three months, at half pay. Such leaves may be limited to two at any given time. An employee may exercise this right every five years. As of Jan. 1, 2007, such leaves will be suspended for the duration of the current contract and wage savings from such leaves will be diverted into the Guild Pension Plan.

4. The vacation period following a leave of absence must be delayed by half the actual time of the leave. If a leave of absence is granted to an employee who has not had five years of continuous service, said employee's vacation the following year shall be reduced proportionately.

5. An employee granted a leave, as outlined in paragraph 3, above, shall not use a leave for the purpose of trying out another position, unless agreed to by the Company.

6. Upon request funeral leaves according to the following schedule will be granted:

Two days: death of grandparent, grandchild, mother-in-law, father-in-law, close relative.

Three days: death of mother, father, brother sister, step-parent, step-brother, step-sister.

Five Days: death of spouse, spousal relationship, child or step-child.

An additional funeral leave of up to five days at ½ pay is available.

(a) Upon request, unpaid maternity, paternity or adoptive parent leave of not more than 8 months shall be granted.

(b) Adoptive parent shall be granted a six-week leave at ½ pay at the time of adoption.

(c) Parents not eligible for sick leave at the time of birth will be given the opportunity to take a six-week leave of absence at ½ pay.

8. Upon request, employees shall be granted two (2) days parental leave with pay at the time of delivery or adoption.

9. The parties agree to comply with the Family and Medical Leave Act of 1993. An employee who has been employed by the Company for twelve (12) months and who has completed the requisite one thousand two hundred fifty (1,250) hours of work during the twelve (12) month period immediately preceding the commencement of such leave, will be entitled to leave under that Act. The employee shall have the right to elect whether they want to use any of their vacation, sick leave and/or other paid leave to run concurrently with leaves of absences under the Family and Medical Leave Act.

10. The Guild shall be notified of all leaves and the conditions under which granted.

ARTICLE XVI

ADJUSTMENT OF DISPUTES

1. It is the intent of the parties to this Agreement that every effort will be made to avoid disagreements, misunderstandings, employee management problems and disputes. Initially, any affected employee and that employee's immediate supervisor shall attempt to resolve any questions, problems or misunderstandings. A grievance shall be defined as a dispute over an alleged violation of this agreement.

2. In the event any such dispute is not resolved, then a grievance shall be submitted to the employee's supervisor. Within ten (10) days after receipt of the grievance, excluding Saturdays, Sundays and holidays, the supervisor shall meet with the Union President/Business Representative, or designee in an attempt to resolve such dispute.

3. In the event the dispute is not settled to the satisfaction of the parties, the matter shall be referred to the Director of Personnel/Labor Relations, or designee, and the Union President/

Business Representative, or designee, for settlement.

4. The Director of Personnel/Labor Relations, or designee, and Union President, or designee, shall, within ten (10) days after receipt of the grievance, excluding Saturdays, Sundays and holidays, meet and attempt to resolve the grievance. If they are unable to resolve the dispute within ten (10) days, excluding Saturdays, Sundays and holidays, from the date of their first meeting following referral of the dispute, either party may, within thirty (30) additional days, excluding Saturdays, Sundays and holidays, request the dispute be submitted to arbitration.

5. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within ten (10) working days after receipt of the request to submit the dispute to arbitration. If the parties are unable to agree upon an impartial arbitrator, then the Company and Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names of suggested impartial arbitrators. The parties may mutually agree to request an additional panel if the panel does not contain the names of impartial arbitrators satisfactory to them. In any event, the parties shall select an arbitrator no later than thirty (30) days from the receipt of the panel of arbitrators submitted by the Federal Mediation and Conciliation Service from which they intend to select. The parties shall select from the panel by alternately striking one (1) name from the list until only one (1) name remains, or by mutually agreeing upon one (1) of the arbitrators from the panels submitted. The parties shall determine who shall eliminate the first name by the flip of a coin.

6. Once a grievance is filed and the answering party fails to respond within the prescribed time limits, the grievance shall be automatically moved to the next step.

7. The parties may mutually agree to extend the time limits set forth above. The expense of the arbitration shall be shared equally by both parties. The arbitrator shall have no power to add to, subtract from, modify or amend any provisions of this Agreement. Each party agrees to accept and abide by the award of the arbitrator, which shall be final and binding.

ARTICLE XVII **MILITARY SERVICE**

The Company shall comply with the provisions of the Uniform Service Employment and Re-Employment Rights Act of 1994, as well as any state legislation or regulations applicable to employees called to military leave. A full time employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a Reserve unit of the United States Military shall, for each of the first ten (10) work days lost because of such duty, be compensated in an amount equal to the difference between a day's pay at a straight time rate of pay and the amount earned for military service.

ARTICLE XVIII **PREFERENTIAL RE-EMPLOYMENT**

1. When the Company makes discharges or layoffs other than for cause, such discharged or laid off persons shall be placed upon a rehiring list. No person — other than for positions excluded from the Agreement — shall be hired by the Company except from this rehiring list (per Article VIII, Para. 4C(6)) unless same is exhausted with respect to the general type of work for which an additional employee is desired.

2. Employees who have signed temporary replacement cards for employment because of enlistment or conscription of regular employees

also shall be placed on the rehiring list when discharged for reasons other than cause, upon the return of the regular employee from war service, or when any temporary employee enters the armed services.

3. The Company shall supply to the Guild the names of those persons who are placed upon the rehiring list with the date of their discharge, and the Company shall notify the Guild when persons are hired from such a list.

4. In the event a vacancy occurs in a post carrying less salary than an employee received at the time of his dismissal, he may accept the lesser salary if mutually agreeable to him, the Guild and the Company. Such an employee shall be given the first opportunity to fill in a higher classification. In the event of his reemployment before the period of his severance pay has expired, the employee shall remit the unexpired portion of his severance pay in a lump sum, or on a basis to be determined by mutual agreement between him, the Guild and the Company, provided that any sum remitted shall be added to severance pay as set forth in Article XIV in the event of a subsequent dismissal.

ARTICLE XIX MISCELLANEOUS

1. Seniority as used in this Agreement means the continuous length of service with the Company. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Company's alphabetical listing of employees shall be deemed more senior.

2. An employee's by-line, initials, credit, tagline or other identifying information shall not be used over his protest.

3. During the life of this Agreement the Company will not effect or cause to be effected any reductions in the face amount

of the respective policies now in force under the present Group Insurance Plan of the Pittsburgh Post-Gazette.

4. Employees may be assigned to use multi-media equipment for print and electronic publications without restriction. The company shall provide equipment and adequate training for use of such equipment. Employees shall not be subject to discipline for a good faith effort to perform a skill outside their job classification.

5. Free-lance photographers may be retained for photo **and video** assignments to supplement **existing** coverage. Furthermore, it is understood that the use of free-lancers is not intended to replace bargaining unit jobs or work.

6. Exempt employees and freelancers can be used in SEEN, **PLUSH** and similar publications. The use of exempt and freelancers is not intended to displace bargaining unit jobs or work.

7. Bulletin boards suitably placed in all departments shall be maintained exclusively for the use of the Guild.

8. No employee shall be required to take over the duties of any employee in another department of the Pittsburgh Post-Gazette in the event of a labor dispute in such department, or by assuming new duties to assist in the operation of a department where employees are on strike. No strike, slowdown, work stoppage or any other interference with or interruption of work shall be permitted during the term of this Agreement. Nor shall the Company lock out its employees during the term of this agreement.

9. The Company agrees not to have or enter into any agreement with any other Company binding such other Company not to offer or give employment to employees of the Company.

10. The Guild shall be notified within 24 hours of all resignations tendered. Resignations shall be subject to grievance procedure upon notice from the Guild within four days after

receipt of notice from the Company.

11. For the purpose of application of this Agreement, it is understood that wherever the masculine pronoun is used as reference, the feminine pronoun also applies, in the language of this agreement.

12. Employees will be free to engage in any activity outside of working hours under the following conditions:

(A) Employee must notify the Company in advance of any such activities.

(B) Provided such activity does not consist of services performed for publications, radio, TV stations, or **digital** entities in direct competition with the Company.

(C) Provided such activities do not involve volunteer or paid work for **any business, institution or organization that the employee regularly covers, or for** any local or national political party or government service, either appointive or elective.

(D) The Company shall notify the Guild of its decision in these matters.

There will be no exceptions to these provisions except as set forth by the Company and on file in the Post-Gazette's Personnel folder of the affected employee or employees.

(Code of ethics is reprinted in the back of the contract).

13. In the event that any valid Federal or State law or the final decision of any court of competent jurisdiction renders illegal any provisions of this Agreement, all other terms and provisions of the Agreement shall continue in full force and effect.

14. An employee may refuse to perform his or her duties when, in good faith and with good cause, he or she believes abnormally dangerous working conditions exist.

15. An employee called for jury duty or as a witness and required to serve, shall receive his regular salary less any amounts

paid him for jury duty or as witness fees.

16. The Company shall supply the Guild on request, but not more than twice in one year, a list containing the following information for all employees on the payroll under Guild Jurisdiction.

- (A) Name, address, minority group, sex, date of birth, and Social Security number.
- (B) Date of hiring.
- (C) Classification.
- (D) Experience rating and experience anniversary date.
- (E) Salary.

The Company shall notify the Guild monthly in writing of:

- (a) Merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.
- (b) Step-up increases paid by name of employee, individual amount, resulting new salary, and effective date.
- (c) Changes in classification, salary changes by reason thereof, and effective date.
- (d) Resignations, retirements, deaths and other revisions in the data listed in the first section of this paragraph and effective dates.

17. The Guild recognizes the company's right to conduct periodic written performance reviews for all employees.

18. The news assistant classification is based on the following:

A. Writing Duties: All writing could be described as non-creative. Examples: Engagements, weddings, routine obits, rewriting of church news, military announcements and routine news releases. If news assistant is asked to perform as a reporter, he/she will be paid as a reporter.

B. Research: Available to do research for reporters, but such assignments will be made by news assistant's immediate supervisor.

C. Department: Not assigned to a particular department but will not be delegated to more than one department during a single work day with this exception: he/she might be required to perform traditional clerical duties to meet the needs of the office.

D. Non-writing news assistants: Photo – pick up film from sporting events, handle reprint orders, mix chemicals and file negatives. In addition, by mutual agreement between each photographer and a news assistant, non-deadline film may be processed by the news assistant. The processing of deadline film, however, will be determined by either the head photographer or the graphics editor.

Art Department – routine graphics such as business charts, weather maps, simple bar graphs, calling down existing AP graphics and adapting them to PG style.

E. Existing clerks or future clerks might work as a news assistant one or two days a week for which they will be paid a daily differential. Furthermore, first consideration shall be given to the employees in Guild jurisdiction to whom advancement to the position of news assistant would constitute a promotion.

F. No news assistant will be reprimanded for an error in news judgment.

19. A. The Company will make reasonable efforts to provide a clean and safe working environment and to avoid conditions hazardous to the health of his employees. The employees will cooperate in maintaining these conditions.

B. The Company and the Guild agree that Repetitive Strain Injuries or Cumulative Traumas Disorders (collectively RSI) are a matter of concern. The Company and the Guild's Health and Safety Committee will meet regularly to discuss developments regarding RSI.

20. Employees may work at home with approval of the Company. The Guild will be notified of any such arrangement.

21. The Company is committed to ensuring that employees are free of the dangerous effects of drugs and alcohol. A copy of the Company's Drug and Alcohol Policy is available from the Human Resources Director.

22. The Company has a Transitional Duty Program. Under this program, employees injured due to an injury or illness and unable to perform all the functions of their pre-injury job may be returned to work in a modified duty capacity. A copy of the Company's Transitional Duty Program is available from the Human Resources Director.

23. The Company and the Newspaper Guild of Pittsburgh are committed to instituting same sex healthcare benefits in the Guild unit at the Pittsburgh Post-Gazette subject to the following conditions:

- a. That such coverage is permissible within the State of Pennsylvania.
- b. The parties agree on the cost of the program.
- c. That the parties establish appropriate safeguards limiting the program to partners in a long-term committed relationship.

ARTICLE XX

INSURANCE, HEALTH AND WELFARE, PENSIONS

1. The Company shall make available non-contributory Group Life Insurance with an agreed-upon plan and under the terms and conditions of a Master Policy which contains the following provisions:

A. 90-day waiting period.

B. Insurance of one times annual salary with a maximum of \$50,000.

C. Employees age 70 and above will have insurance of 65 percent of annual salary but not less than the minimum

described in Paragraph B above.

D. Employees at retirement will have \$4,000 of paid-up life insurance.

2. The Company shall pay the full cost of a travel accident policy for all employees, which includes the following provisions: principal sum, \$100,000; weekly indemnity, the lesser of \$100 or 65 percent of weekly earnings; waiting period, 60 days; maximum number of weeks, 52.

3. Effective with the ratification of this contract, the Company will provide a health insurance and prescription drug plan to eligible employees, **their spouses, and eligible dependents. A 'spouse' for purpose of this provision shall mean a person with whom the eligible employee has a legally recognized marriage.** Employees shall contribute ten (10%) percent of their wages for health insurance up to \$50,000 of earnings to a maximum of \$5,000 per calendar year. **This diversion shall occur regardless of whether an employee participates in the Company's health insurance program.** Employees/Retirees shall have the right to opt out of the health insurance program. Any employee/retiree opting out shall receive \$100 per month. If an Employee/Retiree opts out of coverage and receives compensation, these payments will not be deemed as wages under any other benefit program. Employee/Retiree may re-enter health insurance program upon the plan renewal date or when there is a "life-changing event" as provided under the Internal Revenue Code. A grid of benefits is provided as Exhibit A of this agreement.

A. For all new hires, there is a ninety (90) day waiting period for all insurance coverage under this agreement.

B. Spouses of employees who die prior to retirement will be covered with their dependent children by the active employee health care plan. The spouse will be required to pay 30 percent

of the composite coverage premium as a condition for obtaining coverage. This coverage will end after five (5) years, at age 65, attainment of Medicare eligibility or remarriage, whichever occurs soonest. Coverage for children ends at their 19th birthday, or earlier if the spouse's coverage ends.

For such surviving spouses, a method will be set up where the surviving spouse has a certain date in which to remit the required contributions. If the surviving spouse fails to make those contributions, the Post-Gazette must notify the surviving spouse of the delinquency by certified mail/return receipt requested with a copy to the employees union and must be afforded at least 30 days to make such payments. If the payments are not remitted within 30 days after the surviving spouse receives notice, the Company may then, in that event, cancel the surviving spouse's health care insurance.

Surviving spouses (under age 65 or not Medicare eligible) of employees who die after retirement will be covered by the active employee health care plan. The spouse will be required to pay the same percentage of the composite premium as the retiree. This coverage will end after five (5) years, or at age 65, attainment of Medicare eligibility or remarriage, whichever occurs soonest. Coverage for surviving spouses 65 and older will cease 60 days after the employee's death.

For such surviving spouses, retiree health care contributions should, if possible, be made through deductions from the employees pension. If not, a method will be set up where the surviving spouse has a certain date in which to remit the required contributions. If the surviving spouse fails to make those contributions, the Post-Gazette must notify the retiree of the delinquency by certified mail/return receipt requested with a copy to the employee's union and must be afforded at least 30 days to make such payments. If the payments are not remitted within 30 days after the surviving spouse receives notice, the Company may

then, in that event, cancel the health care insurance.

C. Retiree healthcare:

1. Retiree health benefits during the term of the 2010 Agreement shall be available to only those individuals entitled to retiree health benefits under the 2007 labor agreement standards, i.e., (a) those who have obtained 80 points as of ratification of the 2007 collective bargaining agreement (i.e. the “eligible retirees”) and/or (b) those who during the life of that agreement attained an age which allows the employee to retire under their respective pension plan and has twenty (20) years of service under their plan. (The cutoff date for obtaining this benefit under (b) shall be August 31, 2010.)

2. Retiree health benefits for those Medicare eligible shall be paid in the form of a monthly stipend. The stipend shall be paid only where the retiree/spouse provides evidence of health insurance in an amount up to the monthly cost of such insurance or the stipend, whichever is less. (The stipend shall be available to the retiree and spouse when Medicare eligible.)

3. The stipend for retirees/spouses 65 and older (i.e. Medicare eligible) shall be a maximum of \$171.00 per month each to retiree and spouse.

4. Retiree/spouse health benefits for those who are pre-65 (i.e., not Medicare eligible) shall be provided to those retirees/spouses who pay 50% of the composite rate of their selected insurance at the time of their retirement. Once the retiree/spouse reaches age 65, he/she shall be eligible to participate in the stipend program described.

5. Retiree/spouse shall have the right to opt out of the health insurance program. Any retiree/spouse opting out shall receive \$100.00 per month. Such retirees/spouses who opt out may re-enter the stipend program described above upon

the renewal date (generally January) or when there is a life-changing event. Life changing event is generally prescribed in the Internal Revenue Code.

6. Benefit accruals for HRA accounts will be frozen as of 3/31/2010. The amount of HRA money that the employer has been obligated to pay under the 2007 agreement will be distributed in a lump sum to those active employees entitled to the distribution when the employee leaves employment or March 31, 2013, whichever first occurs. The amount paid to each individual will be distributed either to a tax sheltered account of some sort or to the individual as a taxable event at the option of the recipient. Thereafter, the HRA program shall be discontinued.

D. Details of the hospitalization program are outlined in the Blue Cross booklet available in the Labor Relations and Human Resources offices.

E. Dental/Optical insurance will be provided for active employees and their dependents.

4. Effective January 1, 2003, employees and retirees may choose UPMC as an alternative to Highmark Blue Cross/Blue Shield.

5. a. Effective with the ratification of this contract, benefit accruals for all participants in the pension plan will be frozen. Each Employee's service will continue to be credited according to the terms of the pension plan for purposes of vesting and benefit eligibility.

b. For the duration of the agreement, the Employer will make weekly pension contributions of \$75.70. Additionally, each Employee will divert 2% of their base salary to the pension plan. The 2% diversion will be valued at \$211,000 a year during the life of this contract. The Guild diverted the night differential for the term of the contract. The night differential diversion will be valued at \$45,000 a year during the life of this contract. The Guild diverted

the Vacation Bonus for the term of the contract. The Vacation Bonus diversion will be valued at \$69,000 a year during the life of this contract. The Guild diverted the Service Bonus for the term of the contract. The Service Bonus diversion will be valued at \$16,000 a year during the life of this contract. The Guild diverted the Accrued Vacation language for the term of the contract. The Accrued Vacation language diversion will be valued at \$60,000 a year during the life of this contract. The Guild diverted the half pay leave for the term of the contract. The half pay leave diversion will be valued at \$60,000 a year during the life of this contract.

c. The Board of Trustees is authorized and directed to adopt the following long-term funding policy immediately. The Fund co-consultants will produce with the annual actuarial valuations a seven-year actuarial projections with the goal of identifying future funding deficiencies (defined as where the negotiated contributions are not enough to satisfy the minimum required contributions under Internal Revenue Code Section 412). These annual projections will be based on the following:

- Projections will take into account only negotiated contributions.
- Use of the assumptions in the then current annual actuarial valuation as jointly agreed to by the Fund's co-consultants.
- No unanticipated actuarial gains or losses during the projection time period.

If the annual projection indicates any future funding deficiencies during the seven-year projection, the Board of Trustees is authorized and directed to amend future benefit accruals (or any other non-protected benefits), effective immediately, in order to eliminate the projected future funding deficiencies.

In the event that the Post-Gazette is required to make any

additional contributions above the negotiated contribution rates in order to avoid funding deficiencies, the Post-Gazette will receive a dollar for dollar credit towards the next subsequent plan year's contributions. When the Board of Trustees reduces benefits to eliminate the future funding deficiencies they shall take into account that these contribution credits will be taken as a reduction in the negotiated contributions in the next plan year.

d. The parties agree to investigate the viability of merging the pension plan with another willing plan. Neither party shall reject a merger of the pension plan without good cause if the merger satisfies the following conditions: 1) the terms of the merger comply with Internal Revenue Code Section 414(l), ERISA Section 208, and any other applicable law or regulation; 2) the Employer's pension contributions shall not be increased for the duration of this agreement; and, 3) surplus assets of the pension plan remaining after the merger, if any, will inure to the benefit of the Employees.

e. Any deadlocked Trustee motion relating to a reduction in benefits required under the Long Term Funding Policy in numbered paragraph 3 above as well as any dispute between the parties regarding the provisions of this agreement shall be arbitrated on an expedited basis, with the arbitration to take place not later than sixty (60) days following the Trustees' meeting at which the deadlock occurs or the date that one party advises the other of a dispute regarding the interpretation or application of this agreement.

Details of the pension plan status and its benefits are outlined in a separate document signed by the Company and the Guild.

ARTICLE XXI PRIVILEGE AGAINST DISCLOSURE

1. An employee may refuse to divulge the confidential source

of any published material or material offered for publication, except to the Company or his representatives, including counsel. Subject to the foregoing requirements of disclosure, the Company agrees to support an employee who refuses to give up custody of, or to disclose, any unpublished confidential information, notes, records, documents, films, photographs or tape recordings which relate to news he gathered in connection with published material or to disclose the source of such unpublished material.

2. The Company shall notify the employee concerned and the Guild of any formal demand on the Company for such surrender of unpublished material or disclosure of the source of any published or unpublished material. Likewise, the employee shall notify the Company of any demand on the employee for such surrender of unpublished material or disclosure of the source of any published or unpublished material.

3. Should the employee be proceeded against under the law, the Company agrees to provide legal counsel, if requested by the employee, selected by the Company of the employee at the Company's expense, and, in such event, to indemnify the employee against any fines or damages, provided the employee has complied with the requirements of paragraph 1 and 2 above, and follows the advice given by counsel supplied by the Company.

4. Provided that the employee fully complies with the requirements of paragraphs 1, 2 and 3 above he shall suffer no loss under the collective bargaining Agreement as a result of his refusal to surrender unpublished material or disclose the source of any published or unpublished material to any federal, state, or municipal court, grand jury, agency, department, commission or legislative body.

5. Notwithstanding paragraph 1 above, in libel actions against the Company concerning published material, where, in the opinion

of the Company's counsel the employee should disclose the source of such published material for the defense of the Company, the employee agrees to disclose the source of the published material.

ARTICLE XXII **MANAGEMENT RIGHTS**

Except as modified or restricted by this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the Company, including, but not limited to, the right to reprimand, suspend, discharge or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, lay off and recall to work in accordance with the provisions of this Agreement; to determine the products to be produced and/or the services to be rendered; to maintain the efficiency of operations; to set starting and quitting times; to determine the personnel, methods, means and facilities by which operations are conducted; to determine reasonable standards of production; to issue, amend and revise reasonable rules and policies in accordance with applicable law; to cease any department, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the Company; introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the Company; and to take action necessary to determine, manage and fulfill the mission of the Company. The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of

the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE XXIII **TERM AND RENEWAL**

1. This Agreement shall commence on the first day of **August 2010**, and expire on the thirty-first day of March **2013**.

2. Not less than 60 days prior to the expiration of this Agreement either party desiring to open negotiations for a new Agreement shall submit its proposals for such new Agreement in writing to the other party. The respondent party, if it desires to file a counter proposal of the conditions it will seek to establish, shall do so at the earliest practicable date, but in any event not longer than thirty (30) days from receipt of notice by the moving party. In the absence of such statement within the prescribed time limit, the existing Agreement becomes automatically the proposal of the respondent party. The terms and conditions of this Agreement shall remain in effect as long as negotiations continue, but in the event a new Agreement is arrived at within four (4) months of the submission of the new proposal, all the terms and conditions of the new Agreement shall be retroactive to the date of the expiration of this Agreement.

NEWSPAPER GUILD OF PITTSBURGH/COMMUNICATIONS
WORKERS OF AMERICA

Mike Fuoco, President

Ken Fisher, Treasurer

PG PUBLISHING COMPANY

Stephen B. Spolar, Vice President of Human Resources

Signed: August 2010

STATEMENT OF POLICY

The Post-Gazette always adhered to the principle that journalists must be free of obligation to any interest other than the public's right to know. We assume that members of the editorial staff are honest and honorable, and that none would show favoritism in exchange for favors or gifts.

The Post-Gazette, like many other news organizations, has become concerned in recent years about the practice that has flourished in many newsrooms of permitting employees to accept favors and gifts, many of which have been sent to home addresses. Today, with the public becoming increasingly critical of newspapers and their credibility, we must be concerned about even the appearance of impropriety. Anybody who thinks he is influencing news play by favors or gifts, even if he is not, is going to convince at least a dozen other persons that journalists can be bought.

After reviewing past practices, the Post-Gazette has decided to issue a statement of professional standards that will apply to all persons who gather, write or edit news. The sole purpose of this statement is to strengthen the Post-Gazette's reputation for integrity and high journalistic standards.

Reduced to its simplest form, the Post-Gazette's belief is that gifts, favors, free travel, special treatment or privileges can compromise the integrity of journalists and their employers. Nothing of value should be accepted by journalists or their employers.

The complete policy statement follows:

FREE TICKETS AND PASSES

Free tickets or passes to sports events, movies, theatrical productions, circuses, ice shows, amusement parks or other entertainments may not be accepted or solicited by staff members.

Working reporters, however, may accept passes to events where there are special facilities such as press boxes or tables -- for which tickets are not sold. Reviewers may accept tickets for the purpose of reviewing plays or movies, but they may not solicit such tickets for other staff members or friends. Season passes to movies may not be accepted.

GIFTS AND GRATUITIES

Gifts of insignificant value — a pencil, pen, calendar, key chain or such — may be accepted if it would be awkward to refuse or return them. All other gifts should be declined.

Staff members may not accept any gifts of liquor, wine or beer. In no instance may a staff member accept cash.

A gift that exceeds token value should be returned promptly with an explanation that it is against Post-Gazette policy. If it is impossible to return the gift, the company will donate it to a charity.

TRAVEL

Junkets, free trips and reduced rate or subsidized travel may not be accepted. An exception may be made, however, when free or reduced rate transportation is the only means available to cover an event (such as a military flight or a trip arranged by a foundation or government). Staff members must consult with the managing editor before accepting such arrangements.

Staff members may travel on chartered planes (with a sports team or political candidate, for example) and take advantage of charter rates, hotel bookings or other services offered by a news source. All such trips must be approved by the managing editor.

In every instance, the news value of a trip will be the determining factor in approving or disapproving Post-Gazette participation.

USE OF MERCHANDISE OR PRODUCTS

Staff members should not accept the free use or reduced rate purchase of merchandise or products for personal pleasure when such an offer involves the staff member's newspaper position. This includes the loan or cut-rate purchase of such things as automobiles, furniture, boats, appliances, clothing and sporting goods.

A staff member may drive or use a product for a short time to test or evaluate it for news or feature articles or for photography. Extended or regular use of products for these purposes is prohibited.

MISCELLANEOUS

Entertainment — Where possible, Post-Gazette staff members should pay for meals and drinks when on company business. Dinner or cocktail parties are allowed if the event relates to news coverage or if it is valuable for background. "Freeload" affairs that have little or no news value should be avoided. This includes such things as special entertainment and parties for the press and families.

Memberships — Free or reduced rate memberships in private clubs or organizations should not be accepted.

Books, Recordings, Games — Books, recordings and electronic games that are supplied to designated reviewers may be accepted for that purpose. Staff members should not solicit such items, however.

All staff members should be aware that good judgment is more effective than any rules or regulations. Copies of the Post-Gazette's policy statement may be obtained from the business office and may be sent to news sources when gifts or favors are declined.

John Robinson Block, Publisher and Editor-in-Chief

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made this 30th day of January,

1998, shall be incorporated into the Labor Agreement, effective January 1, 1998, between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh. The purpose of this MOU is to establish guidelines and recognize the news gathering agreement between KDKA and the Pittsburgh Post-Gazette. The Company and the Guild agree as follows:

1. Participation will be voluntary.
2. Credit lines and/or bylines will follow the current policy as well as the collective bargaining agreement.
3. There will be no compensation for employees who appear on the air while they are in the Post-Gazette newsroom or a news bureau.
4. Employees will be paid \$25 for on-shift appearances when they must travel to the KDKA television studio.
5. Employees will be paid \$50 for off-shift appearances.
6. This MOU recognizes the jurisdiction agreement-which is pending-between AFTRA and KDKA

FOR THE POST-GAZETTE:

Raymond N. Burnett

DATE: Feb. 5, 1998

FOR THE GUILD:

Harry Tkach

DATE: Feb. 5, 1998

MEMORANDUM OF UNDERSTANDING PG SPEAKERS' BUREAU POLICY

(March 2, 1995)

Staffers making speaking appearances involving their professional role as staff members of the Pittsburgh Post-Gazette will be compensated when the appearance has been scheduled through the Post-Gazette Speakers' Bureau.

Appearances scheduled during the staff member's regular working hours will be compensated at \$25. Appearances scheduled during the staff member's non-working hours will be compensated at \$50. No mileage, parking or meal costs will pertain. In the case of out-of-town appearances, the Speaker's Bureau will attempt to make arrangements for the organization to provide reimbursement of travel expenses.

Staffers contacted for a speaking engagement must first refer the inquiring party to Barbara Bogucki, assistant to the editor, who will set up

the details and review the eligibility. The Marketing Department will develop speaking engagements for staffers by publicizing the Bureau in the paper and through a mail-out brochure. The minimum recommended group size for eligibility is 25. Academic classes will be given separate consideration.

The Speaker's Bureau will negotiate fees with groups and set up a share with the staffer over and above the minimums on a case-by-case basis. The idea is for these appearances to help underwrite appearances before groups in our community that cannot afford to pay such fees. After clearing its costs each year, the Bureau will donate any remaining newspaper share of bureau revenues to PG charities.

Staffers who have already made their own arrangements to speak before groups in the community before March 3, 1995 would be free to meet those commitments. However, they must notify the company about these arrangements right away.

Staffers interested in participating in the Speakers' Bureau should contact Barbara and let her know that they would like to participate as soon as possible.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is in addition to the Labor Agreement effective January 1, 1998, between the Newspaper Guild of Pittsburgh and the Pittsburgh Post-Gazette. Effective January 1, 2001, the Company and the Guild agree as follows:

1. All employees hired during 2000 who are covered by Article XII of the contract (Holidays) are entitled to the Birthday holiday in 2001.
2. All eligible employees hired after January 1, 2001, will be entitled to their Birthday holidays in the next calendar year. For example, one employee is hired January 3, 2001, and another employee is hired December 30, 2001; both are entitled to their Birthday holidays in 2002.
3. Although the intention of the Birthday holiday was for an employee to take his Birthday as the holiday, the practice has been to use the Birthday holiday as a personal day. Therefore, with this MOU, all eligible employees may use their Birthday holidays as personal days.

4. The 12-month waiting period for personal days is waived for the Birthday holiday.

FOR THE POST-GAZETTE

Raymond N. Burnett

DATE: Dec. 11, 2000

FOR THE GUILD

W. Michael Bucsko

DATE: Dec. 12, 2000

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh is in addition to the current labor agreement that expires December 31, 2006. Effective March 12, 2003, the Company and the Union agree that part-time employees (employees working no more than 30 hours per week) can work a five-hour shift at straight time over and above their normal work week. It is understood that the part-time employee is guaranteed five hours of pay when called in on his/her off day.

This Memorandum of Understanding does not change the overtime provisions of the contract or the past practice of employees (part time and full time) functioning as stringers outside of their normally assigned duties.

One of the purposes of this Memorandum of Understanding is to resolve the grievance over a part-time employee functioning as a stringer on his off day.

FOR THE POST-GAZETTE

Raymond N. Burnett

DATE: 3/12/03

FOR THE GUILD

Mike Bucsko

DATE: 3/12/03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh is in addition to the labor agreement that expires December 31, 2006. Effective March 12, 2003, the Company and the Guild agree as follows:

- For the purpose of paying the negotiated Vacation and Service bonuses, part-time employees will be treated the same as full-time employees.
- Paragraph C of the Preamble will be amended as follows, "To cover possible special cases the Publisher shall have the right to designate

exemption from Article I – Guild Shop – certain employees at the time of their employment, but not more than one such employee will be on the payroll at any given time.”

- The Guild will relinquish all jurisdiction over the work formerly performed by one clerk and one news assistant assigned to the department often referred to as PG Store/Information Products.

- The Guild will withdraw the grievance of January 30, 2003 over the Company’s decision to pay proportionate bonuses to part-time employees.

- Part-time employees who have already received proportionate bonuses will be made whole.

FOR THE POST-GAZETTE

Raymond N. Burnett

DATE: 3/12/03

FOR THE GUILD

Mike Bucsko

DATE: 3/12/03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective August 1, 2003, by and between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh, is in addition to the Labor Agreement that expires on December 31, 2006. The Company and the Union agree as follows:

- One of the provisions of the agreement pertaining to the 10 exempt employees who became members of the Newspaper Guild of Pittsburgh in 2002 was that they would remain in the pension plan for non-bargaining unit employees.

- Implicit in that agreement was the recognition that the 10 former exempt employees would not be eligible for the Guild pension.

FOR THE POST-GAZETTE

Raymond N. Burnett

DATE: 7/29/03

FOR THE GUILD

Mike Bucsko

DATE: 8/13/03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective August 1, 2003, by and between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh, is in addition to the Labor Agreement that expires on December 31, 2006. The Company and the Union agree as follows:

- The six paid holidays—New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas—shall be treated the same as personal days for employees who individually average fewer than 20 hours per week and do not work the holiday. (See Article XII, Paragraph 5.)

- Employees who individually average more than 19-3/8 hours per week will receive another day off with pay if they do not work the holiday, which has been the past practice.

- Any part-time employee who works on one of the six recognized holidays will be paid at the premium holiday rate, which has been the past practice.

FOR THE POST-GAZETTE

FOR THE GUILD

Raymond N. Burnett

Mike Bucsko

DATE: August 14, 2003

DATE: 8/18/03

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding effective January 28, 2004, by and between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh, is in addition to the Labor Agreement that expires on December 31, 2006. The Company and the Guild agree as follows:

- The Company will assume jurisdiction over photo reprints. For clarification, this involves all work performed by image techs and photographers that is associated with the creation and distribution of photo reprints.

- The Company will gain another exempted employee as described in Paragraph C of the Preamble (this will increase the number of such exemptions allowed to two), with the following provision: the Company will have until December 31, 2006, to name a current employee to this exempt status. If the Company does not exercise this option prior to the expiration of this Agreement, the right to name an exempted employee under Paragraph C will be limited to a new hire.

- All employees covered by the Labor Agreement will receive personal holidays as described in Article XII, Paragraph 1. Paragraph 5 of Article XII is no longer applicable. The clear intention of this language is give part-time employees the same personal holiday benefits as full-time employees.

- Effective January 1, 2005, employees covered by this Labor Agreement with 15 or more years of Post-Gazette service will receive another personal holiday.

FOR THE POST-GAZETTE

Raymond N. Burnett

DATE: 1/28/04

FOR THE GUILD

Mike Bucsko

DATE: 1/30/04

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 23rd day of November, 2007, by and between PITTSBURGH POST-GAZETTE and NEWSPAPER GUILD OF PITTSBURGH, LOCAL 38061, CWA.

1. On July 26, 2007, the Guild filed a grievance over the use of freelance writers to perform restaurant reviews.

2. The Pittsburgh Post-Gazette has denied the grievance, and by letter dated August 30, 2007, the Guild requested that the grievance proceed to arbitration.

3. The parties have reached an agreement as full and final settlement of the grievance, which settlement shall be considered a Memorandum of Understanding regarding the future use of stringer "tryouts". That agreement is as follows:

The Company may use stringers to "try out" for vacant Guild positions (which no Guild member has been awarded) under terms and conditions mutually agreed to between the parties. In the event the Employer intends to use a stringer to fill the vacant position as set forth above, the Company shall notify the Guild and the parties shall then mutually agree upon the various terms and conditions under which the "tryout" may be utilized.

PITTSBURGH POST-GAZETTE

BY: Stephen B. Spolar

NEWSPAPER GUILD OF

PITTSBURGH, LOCAL 38061

BY: R.J. Hufnagel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, between the Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh, shall serve as an addendum to Article II of the collective bargaining agreement between the two parties.

The purpose of this agreement is to establish procedures through which employees who regularly perform duties above their classifications may receive regular increases in wage differentials.

The assignment of a full-time employee who has regularly worked in a higher classification at least one shift per week for a period of more than six consecutive months shall be considered a regular assignment for the purposes of salary differentials.

In such cases, employees shall receive credit for shifts worked at the higher classification, for the purpose of determining periodic increases in salary differentials according to the minimum wage schedules listed in Article III of the agreement. In accordance with Article III, Section 8, Paragraph (b) of the contract, employees must be assigned to higher classifications for greater than 50 percent of a shift to receive credit for one shift under this provision.

Employees who attain such status, therefore, shall receive regular steps up, per Article III, in salary differentials, based on the number of shifts worked at the higher classification.

For the purposes of this agreement, 130 shifts worked at a higher classification shall constitute six months of service, and 260 shifts worked at a higher classification shall constitute one year of service.

This MOU will be effective retroactively to September 1, 2008.

FOR THE COMPANY

Stephen B. Spolar

DATE: 5/29/2009

FOR THE UNION

R.J. Hufnagel

DATE: 6/9/2009

MEMORANDUM OF UNDERSTANDING

The Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh Local #38061 have reached the following Memorandum of Understanding regarding the hiring of two-year associates in conjunction with the project known as PG Plus in the on-line arena:

This Memorandum of Understanding only applies to two-year associates hired as replacements/substitutes for the Guild members who will be designated for PG Plus assignments or who will be hired for PG Plus itself;

The number of two-year associates to be hired for such assignments will be capped at 5.

Any two-year associates hired under this MOU will have their probationary period under Article VIII, Section 5 of the Collective Bargaining Agreement extended to an initial period of nine (9) months with the option to extend for an additional three (3) months by mutual agreement of the Company and the Union.

FOR THE COMPANY

Stephen B. Spolar

DATE: 7/30/2009

FOR THE GUILD

R.J. Hufnagel

Date: 7/30/2009

MEMORADUM OF UNDERSTANDING

This Memorandum of Understanding between the Newspaper Guild of Pittsburgh (hereafter known as the Guild) and the Pittsburgh Post-Gazette (hereafter known as the Company) covers only those Guild members who accept the early-retirement buyout offer the company extended in October 2008. This agreement shall serve as an amendment to that agreement and to the preamble of the Collective Bargaining Agreement between the parties.

Content providers who accept the aforementioned buyout offer shall be free to perform work that currently falls under Guild jurisdiction, under the following limits: Writers may complete a maximum of one freelance submission per week for the print edition, or one piece of web-based content per week for post-gazette.com. In addition, participants may continue to contribute in all aspects of online-only content for post-gazette.com as currently performed.

Aside from the exceptions and limits listed above, any and all rules governing the use of stringers included in the collective bargaining agreement shall continue to apply.

Stephen B. Spolar

Mike Fuoco

EXHIBIT A

Medical/Prescription Drug - Union Groups (Actives, under 65 Retirees, COBRA)

Benefit	Network	Out-of-Network	Network	Out-of-Network
	Current		New Plan 1/1/2011 (A)	
Deductible <i>(per benefit period)</i>				
Individual	\$750	\$1,500	\$250	\$1,500
Family	\$1,500	\$3,000	\$500	\$3,000
Out-of-Pocket Maximums <i>(excludes deductible and copayments)</i>				
Individual	N/A	\$3,000	N/A	\$3,000
Family	N/A	\$6,000	N/A	\$6,000
Coinsurance	100% after deductible	80% after deductible	100% after deductible	80% after deductible
PCP/Specialist Office Visit Copay	\$25 copay	80% after deductible	\$25 copay	80% after deductible
Preventive Care				
Routine physical exams	\$25 copay	Not covered	\$25 copay	Not covered
Immunizations	100%	80%	100%	80%
Routine gynecological exams, incl. PAP Test	\$25 copay	80%	\$25 copay	80%
Mammograms, annual routine and medical necessary	100%	80%	100%	80%
Emergency Room	\$100 copay	\$100 copay	\$100 copay	\$100 copay
Spinal Manipulations	\$25 copay	80%	\$25 copay	80%
Hospital Services				
Inpatient	\$50 copay	80%	\$50 copay	80%
Outpatient	100%	80%	100%	80%

EXHIBIT A

Medical/Prescription Drug - Union Groups (Actives, under 65 Retirees, COBRA)

Benefit	Network	Out-of-Network	Network	Out-of-Network
	Current		New Plan 1/1/2011 (A)	
Prescription Drug	\$0 deductible		\$0 deductible	
Retail - 31 day supply (Mandatory Generic)	\$20 generic/\$30 formulary brand/\$50 non-formulary brand		\$20 generic/\$30 formulary brand/\$50 non-formulary brand	
Mail order - 90 day supply (Mandatory Generic)	\$40 generic/\$60 formulary brand/\$100 non-formulary brand		\$40 generic/\$60 formulary brand/\$100 non-formulary brand	

A - As a result of national health care reform, certain benefit mandates will be implemented as of January 1, 2011, including but not limited to:

- Extension of health plan coverage for adult children to age 26
- Elimination of annual dollar limits on “essential” health benefit

These changes will be reflected in updated benefit grids prior to January 1, 2011 as additional guidance become available

Vision Benefits (active employees) - Davis Vision Plan will be upgraded to the top tier optical program