

CONTRACT

**The Denver Post
&
Denver Newspaper Guild – CWA Local 37074
AFL-CIO-CLC
(Concerning Non-Newsroom Unit Employees)**

**EFFECTIVE
July 1, 2020 – June 30, 2022**

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Memorandum of Understanding
between
DP Media Network LLC, d.b.a. The Denver Post
and
The Denver Newspaper Guild-CWA Local 37074

DP Media Network LLC d.b.a. The Denver Post and the Denver Newspaper Guild – CWA Local 37074 have negotiated and hereby agree, effective July 1, 2020, to the following terms to amend in part certain provisions of the collective bargaining agreements (CBA) involving the Newsroom Agreement and Non-Newsroom Agreement.

AdTaxi/Media (Ad Traffickers)(Non-Newsroom)

- The parties agree that AdTaxi represents a separate department in the non-newsroom bargaining unit for purposes of layoff by job title. The contract shall be amended as follows: “Article VII, Employee Security, Section (1)(e): Reductions in force for all AdTaxi positions and outside sales positions will follow Sections 4 (a), (b), (c), and (d) above, but are based on continuous full-time service in a job title (e.g., Account Executive) in an advertising sub-department (e.g., automotive) as follows:”
- In accordance with the terms set forth in the CBA, the Employer shall have the right to lay off AdTaxi employees in the non-newsroom bargaining unit in July 2020. The Employer may elect to make July AdTaxi layoffs effective immediately upon notice, forgoing the two-week notice period provided for in the Contract. In such a case the employee shall be paid for the two-week notice period in addition to any severance pay owed. If an employee in an AdTaxi job title affected by the layoff volunteers to resign or retire with severance during the two weeks following layoff notice, the most senior employee in the job title who was laid off shall be reinstated and the volunteer shall separate employment with severance pay.
- The Employer shall have the right to consolidate the work of up to two Denver Post ad traffic employees in the non-newsroom bargaining unit in a remote hub, subject to the following terms: 1) The work shall not be consolidated before March 1, 2021; 2) The Employer shall make every effort to identify alternative placement for ad traffic employees in any vacant bargaining unit positions before consolidating the work; 3) The Employer must provide a minimum of 30 days’ notice of its intent to consolidate the work; and 4) The Employer shall pay supplemental severance to each laid off employee in accordance with the following terms: Each employee with 20 or more years of service shall receive 8 (eight) additional weeks of severance and one year of medical coverage; each employee with fewer than 20 years of service shall receive 4 (four) additional weeks of severance and 6 (six) months of medical coverage.
- After August 1, 2020, the Employer shall have the right to assign AdTaxi Digital Agency work that originates at The Denver Post to AdTaxi Digital Agency employees, to assign work that originates from other AdTaxi Digital Agency employees to AdTaxi Digital Agency employees at The Denver Post, or to have The Denver Post AdTaxi employees collaborate on work with other AdTaxi Digital Agency employees. Such movement of work shall not reduce the workforce during the term of the Agreement.

Furloughs (both CBA’s)

- The Employer shall have the right to require each newsroom and non-newsroom employee to take one week of unpaid furlough in July 2020. Insurance benefits shall be unaffected by the furlough and all contractual benefits shall continue to accrue. The Employer shall not contest

unemployment claims filed by any employee because of the furlough. In exchange for the Guild's agreement to permit the furlough, the Employer agrees that no layoff of any employee in the newsroom and non-newsroom bargaining units shall be permitted through August 31, 2020, except as provided in the AdTaxi section above.

- The Employer may require up to two additional weeks of unpaid furlough for each newsroom and non-newsroom employee during the period beginning August 1, 2020, and ending December 31, 2020, subject to the following conditions: 1) The federal government must continue to provide a supplemental unemployment insurance benefit on similar terms and of no less than 75 percent of the \$600 weekly pandemic subsidy now in effect through July 31, 2020; 2) No layoff of any newsroom or non-newsroom bargaining unit employee shall occur through December 31, 2020; 3) Insurance benefits shall be unaffected by the furlough and all contractual benefits shall continue to accrue; and 4) The Employer shall not contest unemployment claims filed by any employee because of the furlough.
- If the federal government approves an unemployment subsidy to take effect after July 31 that is less than 75 percent of the current \$600 subsidy, or is offered on terms that restrict eligibility for employees, the Employer and the Guild shall meet to discuss the terms under which the furlough(s) might occur. Absent agreement between the parties, however, no furloughs may be implemented by the Employer, and the Employer shall maintain its right to lay off employees pursuant to the terms of the CBA, but no sooner than September 1, 2020.
- The Employer may require up to one additional week of unpaid furlough for each newsroom and non-newsroom employee during the period beginning January 1, 2021, and ending March 31, 2021, subject to the following conditions: 1) The federal government must continue to provide a supplemental unemployment insurance benefit on similar terms and of no less than 75 percent of the \$600 weekly pandemic subsidy now in effect through July 31, 2020; 2) No layoff of any newsroom or non-newsroom bargaining unit employee shall occur through March 31, 2021; 3) Insurance benefits shall be unaffected by the furlough and all contractual benefits shall continue to accrue; and 4) The Employer shall not contest unemployment claims filed by any employee because of the furlough.
- If the federal government approves an unemployment subsidy to take effect after January 1, 2021, that is less than 75 percent of the current \$600 subsidy, or is offered on terms that restrict eligibility for employees, the Employer and the Guild shall meet to discuss the terms under which the furlough might occur. Absent agreement between the parties, however, no furloughs may be implemented by the Employer, and the Employer shall maintain its right to lay off employees pursuant to the terms of the contract, but no sooner than January 1, 2021.
- The parties agree that no more than a total of four weeks of unpaid furlough shall be permitted under the terms of this Agreement, subject to the terms set forth herein, and that no AdTaxi employee subject to layoff in July 2020, as set forth above, shall be required to take a furlough in July. All furloughs shall be taken in one-week increments to maximize each employee's opportunity to collect unemployment benefits.
- Employees who take a furlough week that includes a holiday falling on a day regularly scheduled as the employee's work-day, the employee shall not receive a compensating day off and the holiday shall count as one of the five furlough days. If the holiday falls on a day that the employee is not regularly scheduled to work, the employee shall serve the forty (40) hour of furlough that week but shall receive a compensating day off for the holiday.
- Furloughs will begin as soon as the parties reach an agreement ratified by the membership of each bargaining unit.

- The timing for each furlough week will be coordinated between the employee and their supervisor/manager. Furlough week is defined as all hours within a pay-week. The Company will make every effort to accommodate employee requests concerning the scheduling of furlough weeks. If requested weeks are not approved, alternative weeks may be assigned by the supervisor. The employee will be required to enter furlough time in Workday using the furlough code. Further instructions will be provided by the employee's manager
- Consistent with business needs, the Company will consider volunteers who are willing to take additional furlough weeks in place of another employee in the same department. If approved by the Company, the amount of furlough weeks required for bargaining unit employees shall be reduced by the number of volunteer weeks of furlough served.
- Furloughs will be taken in one-week increments during the employees' regular work week, unless an employee requests to take furlough in less than one-week increments, in which case the Company will attempt to accommodate the request.
- The Company reserves the right to cancel an employee's furlough depending on operational needs. In such case the furlough week may be rescheduled to be taken.
- Each furlough week is an unpaid period of time. Employees who are on furlough are not authorized or expected to perform any work.
- No vacation or other PTO may be used to offset the furlough time, However, employees may use their PTO during non-furlough weeks during the furlough period going through the normal manager approval process. Employees subject to furlough shall make every effort to use all vacation prior to the end of the year.
- Time spent on furlough does not constitute a break in service. All contractual benefits including vacation shall remain in force and continue to accrue during the Furloughs.
- Employees may file a claim for Unemployment Benefits. The Company will not contest unemployment compensation claims for employees who are unemployed by reason of the Furloughs.

Additional terms (both CBA's)

- All terms of the collective bargaining agreements for the newsroom and non-newsroom bargaining units shall be extended through June 30, 2022, except as provided herein.
- The Newsroom Social Media Policy, as tentatively agreed upon during negotiations that occurred before executing this Letter of Agreement, shall become part of the Newsroom contract.
- The following tentative agreements reached by the parties in the negotiations leading up to this Letter of Agreement shall be part of this settlement:
 1. Change Article XVI, Section 2(a) of the Newsroom contract to 74 percent premium share for employees who select the medical coverage election of Employees Plus Children, effective the first pay period of the month following ratification;
 2. Add new Section 7 to Article XI of the Non-Newsroom contract as follows:
By mutual agreement between the Employer and a retired past employee, the past employee may be re-employed at no more than sixty (60) hours per month. The employee shall be notified that employment after retirement may delay the commencement of benefits from The Newspaper Guild International Pension Plan and working sixty (60) or

more hours per month may cause monthly benefits from The Denver Post – Denver Newspaper Guild (Excluding Newsroom) Pension Plan or its successor plan to cease until such employment is ended.”

3. Change the term “Publisher” to “Employer” throughout the contracts.

The Denver Newspaper Guild-CWA Local 37074

By: Shannon Wills

Date signed: 7/13/2020

By: Kieran Nicholson

Date signed: 7/13/2020

By: Anthony M. Mulligan

Date signed: 7/13/2020

DP Media Network LLC, d.b.a. The Denver Post

By: Marshall W. Anstandig

Date signed: 7/15/2020

By: Bill Reynolds

Date signed: 7/15/2020

By: Kathy Maaliki

Date signed: 7/15/2020

Whereas, no additional federal unemployment subsidy has been made available that would have allowed for additional furlough weeks and extended the no-layoff period; and,

Whereas, the Parties wish to avoid additional layoffs;

The following, if approved by the membership, shall replace the Furloughs section of the Contract Extension Memorandum of Understanding ratified in July 2020.

Furloughs (both CBAs)

- The Employer may require each newsroom and non-newsroom employee to take ten (10) unpaid furlough days between November 1, 2020 and March 31, 2021. Furlough days may be taken in increments of two to five days, at the employee’s discretion, with the timing subject to scheduling approval by management, as set forth herein in exchange for the Guild’s agreement to permit the ten (10) furlough days, the Employer agrees that no layoff of any employee in the newsroom and non-newsroom bargaining units shall be permitted through March 31, 2021.
- If a federal unemployment subsidy is approved and becomes available before March 1, 2021, the Employer may require up to five additional days of unpaid furlough for each newsroom and non-newsroom employee, provided that the subsidy is made available on similar terms and is no less than 75% of the \$600 weekly pandemic subsidy that was in effect through July 25, 2020.
- An employee who takes a furlough day that includes a holiday falling on a day regularly scheduled as the employee’s workday shall not receive a compensating day off, and the holiday shall count as one of the required furlough days. If the holiday falls on a day that the employee is

not regularly scheduled to work, the employee shall serve the scheduled furlough days that week but shall receive a compensating day off for the holiday.

- The timing for furlough days will be coordinated between the employee and their supervisor/manager. The Company will make every effort to accommodate employee requests concerning the scheduling of furlough days. If requested days are not approved, alternative days may be assigned by the supervisor. The employee will be required to enter furlough time in Workday using the furlough code. Further instructions will be provided by the employee's manager. Employees shall not be required to schedule any furlough days before Jan 1, 2021, so long as all furlough time is taken before the expiration of this agreement.
- Consistent with business needs, the Company will consider volunteers who are willing to take additional furlough days in place of another employee in the same department. If approved by the Company, the number of furlough days required for bargaining unit employees shall be reduced by the number of volunteer days of furlough served.
- The Company reserves the right to cancel an employee's furlough depending on operational needs. In such case, the furlough days may be rescheduled to be taken.
- Each furlough day shall be unpaid, and employees on furlough are not authorized or expected to perform any work.
- No vacation or other PTO may be used to offset the furlough time. However, employees may use their PTO during non-furlough days during the furlough period using the normal approval process. Employees subject to furlough shall make every effort to use all vacation before the end of the year.
- Time spent on furlough does not constitute a break in service. All contractual benefits including vacation shall remain in force and continue to accrue during the Furloughs, and insurance benefits shall be unaffected.
- Employees may file a claim for Unemployment Benefits. The Company will not contest unemployment compensation claims for employees who are unemployed by reason of the Furloughs.

Bill Reynolds
For the Company

Anthony Mulligan
For the Union

October 30, 2020
Date signed.

CONTRACT AND AGREEMENT

Preamble

This contract and agreement is made effective July 31, 2016, replacing the prior agreement, by and between The Denver Post, LLC, hereinafter known as "the Employer," and the Denver Newspaper Guild-CWA, Local #37074, of The NewsGuild-Communications Workers of America, AFL-CIO-CLC, hereinafter known as "the Guild" or "the Union," for itself and on behalf of all employees of these departments:

Advertising and all advertising sub-departments (including but not limited to Administration, National, Retail, Classified, and Special Sections); Interactive (Digital); Marketing (including but not limited to Promotion, Research and Creative Services); Electrical Maintenance, Mechanical Maintenance, Production Maintenance, Building Maintenance and Paperhandlers at the Washington Street Printing Plant; Dispatch; Pre-Publishing; Office Mail; PBX; Transportation; Circulation and all Circulation sub-departments (including but not limited to Home Delivery, Single Copy Sales, State, Rack Maintenance, Newspaper in Education, Customer Service and Circulation Marketing); Information Services; Finance and all Finance sub-departments (including but not limited to Accounting/Financial Management, Cashier, Circulation Accounting, Billing, Credit, Financial Planning and Purchasing).

As agreed in January 2001, when the Joint Operating Agreement creating the Denver Newspaper Agency was implemented, the Guild agreed that any incumbent employees who were employed by The Post or the News in positions not covered by collective bargaining agreements prior to the date of implementation of the JOA became covered by the Guild bargaining agreement. The Guild agreed that for employees covered by the Guild at the Agency, seniority would be defined as starting with the date of hire at The Post or News for purposes of companywide seniority and date of assignment to their department for departmental seniority purposes.

The Guild is not recognized as the bargaining representative of the following:

1. Senior programmer analysts in the Information Technology Department.
2. Any employee in the Human Resources Department or the Payroll Department.
3. Any non-clerical employee in the Circulation "State" Department (including State Home Delivery and State Single Copy Sales). The State Circulation Department is defined as overseeing circulation outside Denver, Jefferson, Arapahoe, Adams, Douglas, and Broomfield Counties.
4. Any Confidential Secretaries or Administrative Assistants accepted as Exempt under either The Post or News contract.
5. Any IBT-represented employees in the Transportation Department.

Article I Exemptions

1. Managers, supervisors and confidential employees are exempted from the Guild bargaining unit.
2. The Employer shall notify the Guild of any additional exemptions. All exemptions must conform with the criteria for manager, supervisor, or confidential employee as established by the Labor-Management Relations Act, as amended, and as interpreted and applied by the National Labor Relations Board and the Federal courts. Any dispute regarding exemptions proposed during the term of this Agreement shall be subject to grievance and arbitration procedures defined in Article V, Grievance Procedure. Exempted positions may perform work previously or currently performed by members of the bargaining unit, but the work performed must be de minimis and shall not result in a layoff or loss of hours for bargaining unit members.
3. If any person with a job title covered by the exemptions is replaced in that position and accepts a position within the Guild's jurisdiction, the Employer shall so notify the Guild in accordance with the provisions of Article VI, Union Security.

Article II Jurisdiction

1. The Guild's jurisdiction is recognized as covering employees of the Employer in the departments listed in the preamble of this Agreement less those positions listed as exemptions in Article I, Exemptions, and includes (a) the kind of work normally and presently performed and such work as has been performed in the past by employees in those departments and (b) new or additional work assigned to be performed by employees in those departments. Performance of such work shall be assigned to employees of the Employer within the Guild's jurisdiction and shall be covered by the Guild contract except as provided for in Section 2 of this Article.
2. The Employer has the right to outsource the creation of advertising and marketing materials based on the following criterion:

Advertising and marketing materials that can be created with no contact between the outsourcer and the customer or with any employee except contact between the outsourcer and employees for receipt of instructions, layouts, sample ads or explanation or clarity as to the layout, sample ad or instruction.

Applying the above criterion, the Employer may outsource the creation of advertising and marketing materials for routine or repetitive items; to meet expedited delivery deadlines; to assist with volume or operational changes; or design work that requires skills not yet available from the current staff, in which case the Employer shall provide the design staff with timely or adequate training to obtain those needed skills. It is understood that at the time of ratification of this contract, the Employer may have already provided relevant training to current staff.

The above does not preclude the Employer from working directly with the outsourcer to set up the outsource relationship, to troubleshoot or to address ongoing technical problems.

**Article III
Dues Deduction**

1. Upon an employee's voluntary written assignment the Employer shall deduct from the earnings of such employee and pay to the Treasurer of the Denver Newspaper Guild not later than the 15th day of each month all such assigned Guild membership dues, including initiation fees and assessments uniformly applied. Such membership dues, including initiation fees and assessments uniformly applied, shall be deducted from the employee's earnings in accordance with a schedule signed by the responsible Guild representative furnished the Employer by the Guild. Such schedule may be amended by the Guild by notifying the Employer on or about the 26th of the month prior to the month for which the dues are deducted. An employee's voluntary written assignment shall remain effective subject to the terms of such assignment.
2. The dues deduction assignment shall be made upon the following print or electronic form:

To: The Denver Post:

I hereby assign to the Denver Newspaper Guild, and authorize the Employer to deduct from my salary account as his or her employee, an amount equal to my Guild membership dues, initiation fees or assessments, in accordance with the schedule submitted by the Treasurer of the Denver Newspaper Guild, for each calendar month following the date of this assignment.

I further authorize and request the Employer to remit the amount deducted to the Denver Newspaper Guild not later than the fifteenth 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 (1) year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive period of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by mail not more than fifteen (15) days prior to the expiration of each period of one (1) year or of each applicable collective bargaining agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

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

Employee's Signature _____

Department _____

Date _____

If authorization is completed electronically, alternate verification in lieu of signature shall be required.

3. Deductions of dues, initiation fees and assessments shall be made in each Pay Period, even though the employee may be on or scheduled for vacation during that period or otherwise absent, and the amount remitted in accordance with Section 1 of this article.

Article IV Hiring and Information

1. The Employer acknowledges its employment policies shall be in accordance with and as required by applicable local, state and federal laws, that there shall be no dismissal or other discrimination against employees or applicants for employment because of their race, color, religion, creed, age, sex, sexual orientation, gender, gender identity, disability, veteran status, national origin or any other bases provided in federal, state and/or local laws.
2. The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Employer.
3. Written notice of the name, address, sex, minority group, telephone number, date of birth (as given by the employee), department, date of hire, classification, experience rating, union security status classification, merit pay or pay above minimum, and the last four digits of the Social Security number of all employees new to the bargaining unit shall be transmitted, by mail, fax, or electronically to the Guild office at least monthly and upon request by the Guild, and of all employees covered by this contract annually not later than July 1.
4. After a new part-time or full-time employee completes a satisfactory ninety (90) calendar day trial period (which includes the first day of employment), said person shall be considered an employee with tenure and benefits according to the conditions of this Agreement effective as of the date of hire. The ninety (90) calendar day trial period may be extended by an additional forty-five (45) calendar days for any employee by mutual agreement of the Employer and the Union prior to the expiration of the original ninety (90) calendar days. If the Employer requests an extension of the probationary period prior to the expiration of the original ninety (90) days and the Union acknowledges such a request, the Employer's rights shall be extended until the Union responds in writing to the request. This section shall not apply to temporary employees.
5. If, in the opinion of the Employer, the employee has proven his or her competency in less than the trial period, the employee may be so certified as an employee.
6. Aside from just and sufficient cause and/or total unacceptability, the Employer shall advise probationary employees, in writing, at or near the halfway point through the probationary period of any performance which, if not corrected by the probationer to the satisfaction of the Employer, could result in the employee's termination prior to or on the expiration of the probationary period. The Employer shall notify the employee of a request for a probationary-period extension prior to the original expiration date. It is expressly understood that this section does not create any right of tenure of employment for a probationary

employee. Discipline or termination of a probationary employee shall not be subject to Article V, Grievance Procedure, of this Agreement.

Article V Grievance Procedure

1. The Guild shall designate a committee of its own choosing to take up with the Employer or the Employer's authorized representative any matter arising from the application of this agreement or affecting the relations of the employees and the Employer.
2. The Employer or the Employer's authorized representative shall meet with the grievance committee within five (5) days after request for such meeting.
 - (a) The request shall be in writing, with the name of the grievant(s) (if any), the section(s) of the contract grieved (if any) and a factual description of the complaint as then known and signed by the designated officer of the Guild. The Guild and the Employer shall exchange all available pertinent data required for complete investigation.
 - (b) A grievance may be raised under this Article no later than ninety (90) calendar days after the occurrence unless circumstances can be shown to justify an extension. In no event shall the extension exceed one hundred and twenty (120) days after the occurrence. The grievance may be moved to arbitration no later than ninety (90) days after its first consideration unless mutually agreed otherwise. The parties understand that the ninety (90) day time limitation on the filing of grievances does not apply to the remedy of the grievance.
 - (c) When the Employer exercises its rights under Article I, Exemptions, to exempt positions not previously exempted, the Employer will give the Union at least two (2) weeks' written notice in advance of the implementation of the change. If the Union challenges the Employer's action, the Union will inform the Employer of its protest in a written grievance within thirty (30) calendar days from the date of receipt of the notice. The Employer may implement the change pending the outcome of any dispute.
 - (d) In case of discharge, the grievance must be submitted within twenty-one (21) days after notification to the Guild of the action or condition leading to a grievance. This limitation may be extended by mutual agreement.
 - (e) Disposition of the grievance shall be in writing and signed by an authorized representative of the Employer and the designated officer of the Guild. Appeals and their subsequent disposition shall be in writing and signed in the same manner. In the event new evidence, which would substantially alter the facts of a discharge case is discovered after the twenty-one (21) day limitation on submission of a grievance or any extension thereof expires, the case may be opened for further consideration by either the Employer or the Guild.
3. The Employer agrees to permit the Guild grievance committee to meet with the Employer within regular working hours, provided twenty-four (24) hours' notice is given and committee members' work schedules can be rearranged. The restriction of Article XIV, Section 2, Hours of Work and Overtime, requiring the working day to fall within nine (9) consecutive hours will not apply in this case. If management calls such grievance session, it will be held on Employer time. In addition, the Employer will grant up to two (2) hours on Employer time to a maximum of five (5) Guild committee members to attend any grievance session initiated by the Union.

4. Conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance unless the action or circumstance arises out of Article VII, Employee Security, Section 1, in which case the action of the Employer shall remain in effect until such action is resolved through appropriate grievance procedure.
5. In the event of failure to adjust the disputes within ten (10) working days after the first grievance meeting, it shall, upon motion by either party, be referred in writing to a Resolution Board composed of two (2) representatives of the Union and two (2) representatives of the Employer in a further effort to settle the dispute. Grounds of the dispute and request for a Board decision shall be made in writing by the party requesting resolution discussions.
6. In the event said four (4) members of said Board are unable to reach a resolution on said dispute within five (5) working days after their initial meeting, either party may submit the dispute to final and binding arbitration, requesting a list from the Federal Mediation and Conciliation Service or the American Arbitration Association. By mutual agreement such lists need not be restricted to arbitrators in the Colorado area. A grievance moved to arbitration will be considered closed with prejudice if the Guild does not send a request for a list to FMCS or AAA within ninety (90) days after receiving from the Employer their half of the cost for such list. The ninety (90) day deadline can be extended by mutual agreement.
7. It is expressly agreed that neither renewal of this contract nor any issue relating to a discharge of an employee during his/her probationary period shall be subject to arbitration unless such dismissal violates Article IV, Section 1, Hiring and Information.
8. Costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any cost of a stenographic transcript without express consent.
9. The award of the arbitrator shall be given to both parties in writing within thirty (30) days after oral arguments or submission of post-hearing briefs, whichever is later.
10. All time limits throughout this Article may be extended by mutual agreement between the Union and the Employer.
11. Employees shall have the right, but must request, that a union representative or representatives be present at any discussion with the Employer which affects the relations of the employee and the Employer. An employee shall be given reasonable advance notice when such discussion is scheduled and the employee shall be informed of the nature of the complaint against him or her. If a request for Union representation is made, the discussion shall not proceed until the Union representative or representatives is given a reasonable opportunity to be present.
12. The Union agrees to attempt to resolve a dispute before filing a grievance through discussion with the appropriate Human Resources Department representative.

Article VI
Union Security

1. Except as noted in Section 2 below, not less than thirty (30) calendar days following the execution of this Agreement or not less than thirty (30) calendar days following the beginning of employment, whichever is later, all employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Denver Newspaper Guild to the extent of remitting to the Guild membership dues uniformly required as a condition of acquiring or retaining membership in the Guild whenever employed under and for the duration of this Agreement.
2. Section 1 shall not apply to outside sales representatives (e.g., Account Executives or Account Managers). Within the first thirty (30) days of employment of a new Account Executive or Account Manager, a Guild representative shall be allowed thirty (30) minutes with the new employee at a mutually agreed upon time for the purpose of providing information about and promoting membership in the union.
3. The Guild shall indemnify and hold the Employer harmless from and against any or all claims, demands, costs, fees, judgments and any other charges or liabilities of any kind which may arise out of the enforcement by the Employer of the provisions of this Article for the maintenance of membership or for compulsory membership in the Guild as a condition of employment for any employee or employees.
4. An employee dismissed for failure to comply with this Article shall not be entitled to dismissal pay provided for in Article IX, Severance Pay, of this agreement.
5. Each employee hired will be given a copy of the Union security provisions of this contract at the time of hire.

Article VII
Employee Security

1. No discipline or dismissals shall be made except for just and sufficient cause.
2. The Employer has the right to determine an employee's competence, availability or fitness for job requirements, or to dismiss or to demote an employee in lieu of discharge and reduce the pay to conform to the new position for just and sufficient cause, subject to the grievance procedures outlined in Article V, Grievance Procedure. Employees who are demoted in lieu of discharge may elect to resign and receive severance. If an employee elects to resign, the demotion is still subject to the grievance procedures outlined in Article V, Grievance Procedure. Employees who are demoted may not "bump" back to the position from which they were demoted. For all employees discharged, reason for discharge will be made in writing to the employee and to the designated executive officer of the Guild.
3. There shall be no discrimination because of membership in the Guild. Neither shall such membership affect promotion or merit raise consideration.

4. Dismissals to reduce the force, as distinguished from dismissals for just and sufficient cause, may be made in accordance with the following:
 - (a) Continuous full-time Guild service in a job title within a department (or sub-department in Advertising, see (e) below) shall determine the employee or employees to be discharged in a reduction of force for economic reasons unless there are abilities or differences in qualifications for the particular function demonstrably not available from the more senior employee. In such a case, the Employer must have made the employee aware in writing of the deficiencies and given the employee sufficient time to correct the deficiencies, or, if appropriate, offered the employee sufficient training and opportunities to develop necessary skills. Where there are such differences, the Employer may retain the less senior employee.
 - (b) The Employer shall notify the Guild of any such projected dismissals, specifying the major department (currently Advertising Finance, Operations, Circulation, Interactive and Information Systems), job title, number of employees involved, and the reasons for such projected dismissals. The Employer shall also notify each employee projected to be dismissed and post notice in each department projected to be affected.
 - (c) There shall be no dismissals for a period of two (2) weeks following notification required in Paragraph (b), during which period the Employer shall accept voluntary resignations or retirements from full-time employees in the job titles in the departments (or sub-departments in Advertising) involved, with such employees being paid the amount of severance pay provided in Article IX, Severance Pay. The number of full-time employees to be dismissed shall be reduced by the number of resignations and retirements.
 - (d) Reductions in force are based on continuous full-time Guild service within a job title, except as noted in Memorandum of Agreement No. 6 (Pre-Publishing).
 - (e) Reductions in force for outside sales positions will follow Sections 4 (a), (b), (c), and (d) above, but are based on continuous full-time service in a job title (e.g., Account Executive) in an advertising sub-department (e.g., automotive) as follows:
 - (1) Employees hired or transferred into the affected sub-department on or after 10/8/07 are listed from least senior in the job title in the sub-department (e.g., Automotive) to most senior in the job title in the sub-department (“List 1”).
 - (2) Employees hired on or before 10/7/07 are listed from least senior in the job title in the overall Advertising department to most senior in the job title in the overall Advertising department without regard to a specific sub-department (“List 2”).
 - (3) Dismissals in the affected sub-department are made by releasing the least senior employee first up to most senior employee on List 1 until the number of required dismissals has been achieved.
 - (4) If the number of required dismissals exceeds the number of employees on the sub-department seniority list (List 1), the dismissals will continue using List 2, starting with the least senior employee on List 2 until the total number of required dismissals has been achieved.
 - (5) If reductions in outside sales positions are announced, the Employer may elect to accept volunteers from all sub-departments but is not required to do so.

A full-time employee scheduled to be dismissed may elect within seven (7) days after notification of scheduled dismissal to bump into another job title and department (or sub-department in Advertising) in which the employee has worked during continuous full-time employment as follows:

- (1) The employee may displace an employee in a previous job title whose years of service in that job title are less than the total years of the dismissed employee in his/her current job title and the job title he/she is bumping into.
- (2) If the employee has worked in more than one previous Guild-covered job title, and the immediate prior position no longer exists, the employee may bump into the next-earlier prior position.
- (3) If the employee has worked in one or more previous Guild-covered job titles and no prior position(s) exist, the employee's prior service in Guild-covered position(s) shall apply as service in the employee's current position. The employee determined to be junior in the current position will be scheduled to be dismissed.
- (4) If the employee has worked in a previous Guild-covered job title but his/her immediate prior position was non-Guild covered, the employee may bump into a prior Guild-covered position if the employee's combined service in the two Guild-covered job titles (excluding service in the non-Guild job title) is greater than the service of the employee determined to be junior in the prior job title.
- (5) If the employee has past service in his/her current job title and position(s) held in the interim no longer exist or were not Guild covered, the past service shall apply as service in the employee's current Guild-covered position. The employee determined to be junior in the current position will be scheduled to be dismissed.

The employee thus displaced shall be the one with the lowest Employer seniority.

(f) A full-time employee thus displaced may similarly elect to move into another job title and department in which the employee has worked or the employee may elect to take severance pay provided in Article IX, Severance Pay.

(g) A full-time employee who moves into a lower classification shall be paid the top minimum for that classification plus whatever pay above minimum the employee had in the classification from which the employee was displaced.

(h) Any employee dismissed to reduce the force and full-time employees who have elected to bump into another job title will be placed on a rehiring list based on seniority and will be rehired on a seniority basis in the old classification if and when a vacancy occurs. One seniority list will be maintained for full-time employees dismissed to reduce the force. A separate list will be maintained for part-time employees dismissed to reduce the force.

Discontinuance of a work schedule for a single individual part-time employee shall not be construed as a dismissal to reduce the force. The Employer shall attempt to slot such part-time employee into another work schedule. All dismissals to reduce the force affect first the employee with the least amount of seniority, and the last employee so dismissed will be the first eligible for rehire. Employees on the rehiring list, when notified of vacancy availability, must accept or reject this offer within seven (7) days unless extended by mutual agreement. A copy of the rehiring list shall be provided to the Guild. New employees shall not be hired until the rehiring list has been exhausted. The Employer may notify the person on the rehire list in person or by telephone of the available vacancy and the offer of recall from layoff. In addition, a letter clearly explaining the offer of rehire shall be sent to the affected person by certified mail within one day of the personal contact. If the employee involved has accepted or rejected the offer before the letter is sent, the letter shall document the acceptance or rejection of such offer. If the Employer cannot reach an employee by telephone to extend an offer of recall, or if the Employer chooses not to attempt to reach the person by telephone or in person, notice sent by certified mail to a person on the rehiring list at the last address

known to the Employer shall be deemed sufficient; a copy of all recall letters shall be sent to the Guild by ordinary mail.

(i) On rehire, the full-time employee shall have the option of refunding severance pay to regain all benefits of this Agreement. If the employee elects not to repay severance pay, he or she shall retain all benefits of this Agreement except past severance credits. His or her severance credits will commence on the day of rehire. His or her pension credits will not accrue during the period of dismissal to reduce the force, but upon rehire his or her prior pension credits will be restored and pension credits will recommence on the day of rehire.

(j) Seniority for full-time employees means length of continuous full-time employment. Seniority for part-time employees means length of continuous employment. Employment shall be deemed continuous unless interrupted by (1) dismissal for just and sufficient cause; or (2) resignation; or (3) refusal to accept an offer to rehire made according to the procedure given in paragraph (h) above; or (4) retirement; provided that for full-time employees any period of employment for which severance pay actually has been paid and not refunded shall not be counted as employment in calculating severance which may again become due after rehire.

(k) All rehire lists shall be maintained for one (1) year from the date of dismissal.

5. The Guild shall be given six (6) months' notice, if possible, and no less than three (3) months' notice of intent to introduce new or modified equipment, machines, apparatus or processes which will create new job classifications or alter the job content of existing job classifications. The parties shall immediately enter into negotiations for a mutual agreement covering procedures for the introduction of such new or modified equipment, machines, apparatus or processes. Any employee who is displaced shall be retrained for available positions in other classifications or departments, and continued in the employ of the Employer at no reduction in salary or impairment of benefits.

(a) The retraining period shall be limited to ninety (90) days, which may be extended an additional ninety (90) days by mutual agreement, after which the employee will be certified in the new position or, if he or she fails to qualify for the new position, may resign or retire in accordance with paragraph 5 (c) below.

(b) Displaced employees who do not desire to transfer to another classification or department or who do not wish to retrain for other positions may elect to resign or, if eligible under the Employer-Guild Pension Plan(s), retire. In such cases, accrued severance pay will be paid to full-time employees. Such election may be made at any time prior to or during the retraining period specified above.

(c) If the sale, merger, or discontinuance of publication shall result in the dismissal or layoff of any employee in the Guild's jurisdiction, the Employer shall pay to such employee four (4) weeks' compensation at straight time rates as a legal obligation, in addition to any severance pay due under the terms of Article IX, Severance Pay, Section 1.

6. The Employer may enter into individual discussions with employees and may offer monetary payments or other incentives, at its discretion, in exchange for an employee's voluntary termination of employment. The Employer shall notify the Union of the terms of any such offers made to the employee. If the Employer offers a buyout to a group of employees, the Employer shall notify the Union in advance of the terms of any such offers made to employees and will negotiate with the Union concerning the terms of such offers upon the Union's request.

In any buyout initiated by the Employer, the Employer shall offer as one option an amount at least equal to the value of any severance earned by each employee who accepts the buyout offer and voluntarily resigns. The amount shall be computed according to the formula in Article IX, Severance Pay, as of the date of the employee's termination. Alternatively, an employee freely and of his/her own volition and without coercion may initiate buyout discussions. When an employee initiates such an offer, the buyout amount may be any sum agreeable to the employee and the Employer. In such an employee-initiated buyout, the Employer shall notify the Union of the terms.

Article VIII Supplemental Retirement Amount

For those employees who were full-time employees at The Denver Post on or before August 1, 1986, the Supplemental Retirement Amount provided for in The Denver Post-Denver Newspaper Guild (Excluding Newsroom) Employee's Pension Plan shall continue as described in Article IX, Severance Pay, and in the Pension Plan document.

Article IX Severance Pay

1. Upon involuntary layoff, full-time employees shall receive a cash severance allowance equal to one (1) week's pay for each six (6) months of continuous full-time Guild-covered service or major portion thereof, to a maximum of twenty-six (26) weeks, except severance for District Managers is calculated on continuous full-time service. Upon involuntary termination, full-time employees shall receive a cash severance allowance equal to one (1) week's pay for each six (6) months of continuous full-time Guild-covered service or major portion thereof, to a maximum of twelve (12) weeks. Employees, who, on October 7, 2007, were entitled to more than twenty-six (26) weeks' severance pay under this Article, were grandfathered and were entitled to continue to accrue severance pay until the accrual was capped effective March 15, 2009, at whatever amount had been accrued on that date up to the previous maximum of forty-four (44) weeks' pay. Severance pay is to be computed at the highest weekly rate of pay received by the employee in the previous calendar year. Severance shall be paid bi-weekly with the normal payroll cycle for the number of weeks the severance amount represents or, at the employee's request, severance shall be paid in a lump sum. The terms "seniority" and "service" include time continuously worked since current hire date by either the Denver Rocky Mountain News or The Denver Post and all time worked for the Employer.
2. For those employees who were full-time employees at The Denver Post on or before August 1, 1986, the amount of severance provided for in Section 1 above shall be reduced by the current value of the employee's Supplemental Retirement Amount (SRA). Subject to the rules governing the disbursement of SRA in The Denver Post-Denver Newspaper Guild (Excluding Newsroom) Employees' Pension Plan, the employee may choose to liquidate all or part of the employee's accumulated SRA. Such option shall be selected no later than thirty (30) days following separation. In no event shall any combination of the two payments exceed the 44-week maximum. Otherwise, payment of the SRA will be deferred until the employee commences his/her pension.

3. Severance pay shall not be paid in the cases of proven misuse of Employer funds or in the case of deliberate self-provoked discharge for the proven purpose of collecting the severance pay. "Deliberate self- provoked discharge" shall mean cases where an employee conducts himself or herself in a manner to compel discharge in order to collect severance indemnities rather than resign.
4. In the case where an employee dies while employed full-time, a severance benefit shall be paid as defined in Section 1 for involuntary layoffs to a maximum of twenty-six (26) weeks. Employees, who, on October 7, 2007, were entitled to more than twenty-six (26) weeks' severance pay under this Article, were grandfathered and were entitled to continue to accrue severance pay until the accrual was capped effective March 15, 2009 at whatever amount had been accrued on that date up to the previous maximum of forty-four (44) weeks' pay. The amount shall be paid in cash in a single lump sum to his or her beneficiary. The term "beneficiary" means (a) the person or persons designated by the employee in the employee's latest written notice to the Employer; (b) if there is no designated beneficiary living, the employee's legal spouse; (c) if neither a designated beneficiary nor the legal spouse of the employee survives the employee, the employee's estate. Any designation of the beneficiary may be changed from time-to-time by the employee by giving written notice to the Employer.
5. If an employee has been terminated for any reason, has received severance benefits under the terms and conditions of the contract, and subsequently returns to work for the Employer, he or she shall at the employee's option:
 - (a) return the severance in a lump sum, or
 - (b) make no return of severance benefits received or make a partial return, in which case the amount not returned shall be subsequently withheld from any severance benefit the employee may be entitled to in the future.
 - (c) in the case of a discharge and reinstatement with the award of back pay, make no return of severance benefits received or make a partial return, in which case the amount not returned shall be credited against the back pay award. In that event the amount credited against the back pay award (equated in time, i.e., hours or weeks) shall be restored to any severance benefit the employee may be entitled to in the future.
6. IAM Machinists will not lose any severance benefits earned up to and including November 9, 2006, under Article XVIII-B, Sections 1-6 of the IAM collective bargaining agreement.

Article X Ergonomics

1. The Employer shall provide adjustable monitors, keyboards and chairs, and, upon an employee's request, glare shields, copy holders, telephone headsets and foot rests.
2. The Employer and the Union shall form a Joint Office Ergonomics Committee, to be comprised of the Human Resources manager in charge of safety, the occupational health nurse and two Union representatives as regular members. The committee may request the participation of outside specialists, department managers and/or bargaining unit employees as necessary to fulfill its responsibilities, which shall include the following:

- (a) Review workstation conditions and work practices by department, and recommend corrective action to reduce the likelihood of repetitive motion injuries.
- (b) Develop and carry out a program of education and communication for all bargaining unit employees who use computers to encourage and facilitate prevention of repetitive motion injuries through greater understanding of the contributing factors.
- (c) Evaluate requests for auxiliary equipment in a timely manner and determine what will most effectively address the specific situation. The Employer shall provide alternative chairs, task lighting, wrist rests, arm rests and adjustable or alternative desks as recommended by the committee.
- (d) Review the bargaining unit's repetitive motion injury statistics to identify trends and problem areas requiring the intervention described in (a), (b) and (c) above.

Article XI
Pension

1. Terms and conditions of retirement are specified in The Denver Post-Denver Newspaper Guild (Excluding Newsroom) Employees' Pension Plan ("Post-Guild Non-Newsroom Pension Plan"), a copy of which is available in the Human Resources Department.
 - (a) Post-Guild Non-Newsroom Pension Plan benefits formula:
The monthly benefit will be equal to the greater of (a) \$45 per year of service per month, or (b) 1.65% times Average Final Monthly Compensation up to \$1,500, plus 1% times Average Final Monthly Compensation over \$1,500, the sum not to exceed \$60 per year of service per month, multiplied by the number of the employee's years of Credited Service.
"Compensation" and early retirement rules are defined in the Pension Plan Document and Summary Plan Description, available in the Human Resources Department.
2. The Employer and the Union agreed that, effective January 1, 2008, the DNA-Guild Employees' Pension Plan will be frozen, as follows:
 - (a) No Participant will accrue any Credited Future Service (as defined by the Plan) for Benefit Service purposes under the Plan for service performed on or after January 1, 2008.
 - (b) Effective January 1, 2008, no new employees will become eligible to become Plan Participants.
3. The Employer will continue to contribute future amounts, if necessary, to maintain funding of the Plan as required by federal law and regulations based on actuarial recommendations.
4. The Union will continue to negotiate monthly benefit amounts with the Employer in subsequent collective bargaining agreements. Future benefit increases will not be precluded by the freeze of the Plan as provided in Section 2 and may be negotiated depending on funding and mutual agreement by the Employer.
5. In addition to the Post-Guild Non-Newsroom Pension Plan, the Employer will make contributions to The Newspaper Guild International Pension Plan ("Guild International Plan") for all full-time Guild-covered employees.
 - (a) The Employer will contribute the following to the Guild International Plan effective January 1, 2011:
 - (1) For full-time employees who earn less than \$960 per week as of January 1, 2011 -- \$44.15 per week,

- (2) For full-time employees earning between \$960 and \$1,059 per week as of January 1, 2011 -- \$48.50 per week,
- (3) For full-time employees earning between \$1,060 and \$1,199 per week as of January 1, 2011 -- \$53.05 per week, and
- (4) For full-time employees earning \$1,200 per week or more as of January 1, 2011 -- \$57.70 per week.

In accordance with The Newspaper Guild International Pension Fund Supplemental Participation Agreement, contribution amounts listed in Section (a) above shall increase 3% beginning January 1, 2013; an additional 3% beginning January 1, 2014 and an additional 3% beginning January 1, 2015.

(b) The Employer and the Guild agree that they will mutually explore the feasibility of merging the Post-Guild Non-Newsroom Pension Plan with the Guild International Plan. The Employer agrees that it will provide any actuarial information required by the Guild International Plan to evaluate the possibility of merger. Any decision to merge the two plans will require the mutual agreement of the Employer, the Guild and the Guild International Plan.

(c) Part-time employees will be eligible to become Participants in the Guild International Plan, and contributions for them will be made after it is determined they have worked a minimum of one thousand (1,000) hours in a calendar year. After they have become eligible to be Participants, contributions will be made annually in subsequent years. The contribution will be pro-rated based on hours worked, and the rate of contribution will be based on the rate in effect at the time for full-time employees. No contributions will be made for part-time employees who have not yet worked one thousand (1,000) hours in a year.

6. The Employer and the Guild have agreed to continue their efforts to make it possible and practical for employees to retire at their normal retirement date established in the pension agreement. Employees should give ample thought and preparation in planning for their retirement to ensure a smooth transition from employment to retirement. Under the pension plan, it is anticipated that employees will retire by their normal retirement date. If employees decide to work past the normal retirement date, they are encouraged to organize their assets at the earliest possible date in order to take full advantage of the pension agreement.

7. By mutual agreement between the Employer and a retired past employee, the past employee may be re-employed at no more than sixty (60) hours per month. The employee shall be notified that employment after retirement may delay the commencement of benefits from The Newspaper Guild International Pension Plan and working sixty (60) or more hours per month may cause monthly benefits from The Denver Post – Denver Newspaper Guild (Excluding Newsroom) Pension Plan or its successor plan to cease until such employment is ended.

Article XII Defined Contribution Plan (401(k))

The Employer shall offer a 401(k) plan to all employees covered by this contract.

Article XIII

Transfers and Promotions

1. The Employer's right to make normal transfers is not restricted, but such transfers are not to be made for purposes of whim or harassment. An employee transferred to another job classification or department against his or her wishes shall have the right to appeal under the grievance procedure of this contract. If an employee refuses a job transfer at the time it is offered and resigns, he or she shall receive severance pay.
2. No employee shall in any way be penalized for refusing to accept a promotion.
3. The Employer shall post notices of all vacancies except when the vacancy is to be filled by the reassignment of an employee without a change in the employee's title.
 - (a) Present employees who have completed their probationary periods will be given first consideration when vacancies occur subject to the rehiring requirements of Article VII, Employee Security, Section 4.
 - (b) Notice of such vacancies shall be posted on the bulletin boards in all departments and on one centrally designated bulletin board for at least seven (7) days or, at the option of the Employer, five (5) days in cases of urgency in filling the position. The Guild will be notified of such vacancies. In cases of five (5) day notification, the date the opening must be filled shall be specified. All vacancy notices shall be posted by 10 a.m.
 - (c) Employees desiring to fill such vacancies shall submit written applications within the specified period of such posting or provide written notification of intent to renew a previous application on file. Upon request, the Employer shall provide a written explanation to the employee of why an applicant is denied promotion or transfer.
 - (d) In addition to individual vacancy notices as required above, the Employer shall post, on or about the tenth (10th) of each month, a listing of all vacancies posted by the last day of each preceding month. Said list shall contain the job title, date of posting and date filled or otherwise removed by the Employer, if applicable. After the posting of the date the position was filled or otherwise removed from consideration by the Employer, the vacancy may be removed from future monthly listings. Should the Employer, except by mutual agreement with the Union, fail to comply with the vacancy posting provisions of this Article, it shall cancel its previous actions in filling the vacancy and proceed following the method provided therein.
 - (e) Employees transferred or promoted under this Article shall be given a trial period of sixty (60) days, which period may be extended by mutual agreement. The Employer's evaluation of the employee's progress shall be discussed with the employee at intervals during the trial period and at its end. During the trial period, the employee shall receive at least the minimum next higher than the employee's salary in the classification from which the employee advanced, with full credit being given in experience rating for past similar work. Anytime during the trial period, the Employer may confirm or not confirm the employee in the new position, but shall confirm or not confirm the employee at least at the conclusion of the trial period.
 - (1) During the trial period, the employee may elect to return to the employee's former job or a comparable position without penalty or prejudice.
 - (2) If the employee is confirmed in the new position, the trial period shall be included for all purposes in determining the length of service in the job.
 - (3) If the employee is unable to perform satisfactorily the duties of the job, the employee will be returned to the employee's former job title without penalty or prejudice. If the employee's former job title no longer exists, the employee shall resign and shall receive severance pay under Article IX, Severance Pay.

(4) Upon return to the former job or a comparable position, the employee will receive the salary to which the employee would have been entitled if the employee had not been advanced. The employee's period of service in the higher classification shall be counted for all purposes as service in the classification from which the employee advanced.

(f) Part-time employees desiring a transfer to another part-time position or assignment within the employee's job classification and department may submit a request for such transfer at any time. Transfer requests shall be kept on file by the department head. When an opening occurs in the position requested, the employee shall be given first consideration. If more than one employee requests the same transfer, consideration shall be made in seniority order. Such transfers shall not be denied without legitimate business reasons.

Upon application, part-time employees shall be given first consideration for full-time positions in their job title and department.

4. The Employer is entitled at its sole discretion to select employees for all vacancies from among qualified applicants for such job openings.

If the Employer determines that two or more applicants--whether present employees or not--are virtually equal in all other respects (considering ability to perform the work, previous experience, references, education and training, quantity and quality of work, attendance and other performance records, dependability, and other reasonable criteria), the employee with the greatest Employer seniority shall be appointed to fill the bargaining unit vacancy unless affirmative action considerations conflict.

5. The Employer must inform the Guild prior to eliminating any home delivery district.
6. District managers in the home delivery department shall be notified of any vacancy and shall be given first opportunity to transfer to such districts subject to the following:
 - (a) Notice of vacancies made available because of the creation of a new district or a vacancy in an existing district will be posted on Employer bulletin boards in home delivery branch offices for a period of seven (7) days, together with a notice of the time and place where bids for transfer to such vacancies will be received by the department head.
 - (b) The Employer shall fill the vacant position by accepting bids at the posted time and place based upon full-time department seniority.
 - (1) An employee who is successful in bidding on a new or vacant district and transfers to that district shall remain on that district for at least one (1) year and the year shall start no later than twenty-one (21) days after a successful bid, or except as otherwise provided in this section or in subsection (e) of this section, unless the employee is transferred to another district by mutual agreement. An employee's bidding right shall be restored to him or her one (1) year after exercising a successful bid, or if there is a substantial change in the characteristics of a district, such as a district realignment in which more than 50 percent of the circulation of that district is added or subtracted, or if a district is eliminated, the freeze on bidding rights, if it exists, will be lifted for the employees in those districts that are affected.
 - (a) Assistant district managers will be notified of vacancies occurring in assignments and may request transfer if desired. If request for transfer is denied, the employee may request reasons in writing.

- (2) If no one bids on a new or vacant district, or if a district becomes vacant as a result of the bidding process, the Employer may fill the vacancy without regard to seniority. After the bidding session is held as prescribed in subsection (b), the Employer may assign the new district manager, accept a request for transfer, or ask for volunteers for the vacant district or subsequent vacancies.
- (a) If no qualified volunteers come forward, to attract more volunteers, the Employer shall offer volunteers incentive money of \$125 per week for at least 26 weeks in addition to all pay required by this collective bargaining agreement. Any district manager who accepts this offer shall remain on that district for at least 26 weeks. After 26 weeks, the district manager may exercise his or her seniority to bid on a new or vacant district.
 - (b) If the new district manager is not assigned to the vacant district or subsequent vacancy or no qualified volunteers come forward, the Employer may assign a district manager to the vacant district or to a subsequent vacancy. The Employer may assign no more than four district managers to fill vacancies under this section.
 - (c) Except by mutual agreement, any district manager assigned under Section 6(b)(2)(b) shall remain on that district for at least 12 months. After 12 months, the district manager may exercise his or her seniority to bid on a new or vacant district.
 - (d) Any district manager who is assigned under Section 6(b)(2)(b) will receive an assignment bonus of \$75 per week for the length of the assignment in addition to all pay required by the collective bargaining agreement to a maximum of 12 months.
 - (e) New employees hired immediately prior to bidding shall not exercise their seniority during that bidding session, but shall be assigned to a district by the department head after all bidding has been concluded. New employees assigned to a district shall not exercise their bidding rights until after they have completed one (1) year on their assigned district.
 - (f) Employees who thus transfer to new districts or job assignments shall be given a trial period of sixty (60) days on the district or job assignment. If, during the trial period, the employee is found to be unsatisfactory, he or she shall be assigned to another district or job assignment by mutual agreement between the employee and the department head. If the affected district manager had bid the district, the vacancy thus created will be reopened for bids in the manner detailed in this section.
 - (g) Temporary transfers between districts may be made to facilitate emergency coverage, and in such cases, vacancies will not be presumed to exist.
 - (h) By mutual agreement between the affected district manager and the Employer, a district manager may relinquish his or her district and move to a vacation relief or other position in the Circulation Department. Openings caused by such an agreement shall be filled using the bidding provisions of this Article.

Article XIV
Hours of Work and Overtime

1. The four (4) day or five (5) day, forty (40) hour week shall apply to all employees, except for employees in the Warehouse (Paperhandlers) (see Section 10 of this Article).
2. The regular scheduled work day for positions in Advertising, Marketing, Interactive, and Circulation Home Delivery shall consist of eight (8) hours falling within nine (9) consecutive hours, or employees may work a four (4) day, forty (40) hour week by mutual agreement. In the case of a four (4) day work week, ten (10) hours shall fall within eleven (11) consecutive hours.

The regular scheduled work day for all other positions (excluding Warehouse Paperhandlers) may vary from five (5) hours to ten (10) hours comprising a four (4) day or five (5) day forty (40) hour work week.

 - (a) The schedule for the Makeup/Output department may be reduced to a variable schedule of thirty-five (35) to forty (40) hours if there is a demonstrated loss of work and after notification to the Union.
 - (b) The Employer may implement a variable schedule of thirty-five (35) to forty (40) hours in lieu of a reduction in force in pre-publishing sales support and dispatch by mutual agreement with the Union.
3. The Employer shall compensate for overtime at the rate of time and one half in cash, except as noted in subsection (a) below. Overtime shall be defined as work beyond ten (10) hours in the work day or forty (40) hours in a work week. The Employer will endeavor to evenly distribute overtime and rotate overtime so that no single employee is burdened with excessive amounts of overtime work except where operational and skill requirements do not permit.
 - (a) Any employee assigned to work more than twelve (12) consecutive hours shall be paid double time for any work beyond twelve (12) hours.
 - (b) The Employer shall cause a record of all overtime to be kept with such record to be made available to the Guild upon request. The Guild may request this information as regards all covered employees, or as regards only a department or generally recognized sub-department. The Guild agrees to request overtime records on all covered employees not more often than three (3) times within any calendar year, but may request overtime records of a department or generally recognized sub-department or individual as often as once per month.
 - (c) An employee, except as noted below, must be given and take a lunch break after working not more than five and one-half (5 1/2) consecutive hours for shifts scheduled for longer than six (6) hours. For shifts scheduled six (6) hours or less, the lunch break will occur after the end of the shift. For production maintenance employees who are scheduled on call during the thirty (30)-minute lunch period, that period will be paid. If they are not scheduled on call, the lunch period is not paid. District managers and single copy sales representatives in the circulation department may take their lunch break at a time consistent with their duties.
 - (d) No employee shall, without his or her consent, be scheduled to work more than five (5) consecutive days without being given at least one (1) day off, or being compensated at time and one half rates for work on a sixth, and double time rate for a seventh or more consecutive days of work except as noted in Section 9(h) of this Article, and Article XXII, Part-time and Temporary Employees.
4. Employees called to work on their day off have the option of working (1) the lesser of eight (8) hours or the hours specified for the regular scheduled shift or (2) only the time required to complete the work. Should the employee choose not to work the hours specified in option (1) above, (s)he will receive at least four (4) hours of overtime pay for completion of the

assignment. Employees called to work on their day off will be compensated for all time actually worked at time and one-half pay except as noted in this Article, Section 3(d) above.

5. Employees called back after the regular day's or night's work shall receive a bonus of two (2) hours pay. This shall not be in payment for any time actually worked. Time and one-half of straight-time rates unless otherwise provided (with a guaranteed minimum of one (1) hour's pay) for the time worked on said callback shall be paid.
6. That part of a scheduled shift within ten (10) hours after the completion of the employee's previously scheduled shift shall be paid for at the rate of time and one half.
7. Work schedules shall be posted in each department by 3 p.m. Wednesdays for the next following week. Employees shall be allowed to trade shifts and/or days off provided (a) no overtime shall be paid as a result of such trade and (b) the supervisor agrees in advance to each instance of a trade. Overtime shall be defined as all work beyond ten (10) hours in the work day or forty (40) hours in the work week. The Employer may elect not to post weekly work schedules in those work groups which are normally scheduled for the same hours but to post the work schedule whenever there is a change in the normal schedule, including scheduled overtime, and inform all employees in the work group of the schedule change as soon as practical but no later than 3 p.m. Wednesday for the next following week. However, the Employer may adjust the schedule after it has been posted to avoid the payment of overtime. The Employer will work with the employee on adjusting the schedule, but the Employer will make the final decision on any change to the employee's schedule. Overtime will be paid, however, if any work exceeds ten (10) hours in a day or forty (40) hours in the work week.
8. (a) Employees who regularly operate computer equipment are entitled to a fifteen-minute break during both the first and second parts of their shift and a five-minute stretch break in their immediate work area after one hour of continuous assignment to computer operation, in addition to their allocated lunch period.
(b) Consistent with the needs of the Employer, the Employer will attempt to give production maintenance employees fifteen (15) minute break periods before and after lunch for shifts longer than six (6) hours. For shifts six (6) hours or less, there will be one fifteen (15) minute break. Consistent with the needs of the Employer, the Employer will attempt to give production maintenance employees adequate time at the end of their shifts for personal cleanup time. The employee is required to remain in the building until the scheduled end of the shift.
(c) All other employees are entitled to a ten minute break during both the first and second parts of their shift.
9. In the production maintenance and paper departments, an annual base schedule for full-time employees shall be posted for bid from December 1 to January 15 each year and shall begin on the first Sunday in March. The base schedule shall reflect starting times and days off by schedule slot, and shall indicate any special tasks or responsibilities associated with the slot. Employees in those departments shall select schedule slots in company seniority order subject to the following conditions:
(a) Starting times may be changed during the year by a maximum of one hour, earlier or later, with seven days' notice.

(b) Scheduling reassignments may be made on a temporary basis to cover staffing shortages caused by any type of employee absence.

(c) The Employer may assign employees out of seniority order if there are exceptional differences in qualifications for the particular function or special skills demonstrably not available from the more senior employee.

(d) Shift leads shall bid their schedules separately from a list of shift lead schedule slots, choosing in company seniority order among their group.

(e) The posting and selection process shall be repeated in the event a major change in operational needs requires a change in assigned shifts and days off. Major change in operational needs includes, but is not limited to, obtaining or losing a significant amount of commercial print work, a change in print schedules for current commercial work or core products, a change in staffing levels or the implementation of a new collective bargaining agreement if there are changes in the agreement that impact the production department. If a new schedule is required due to a reduction in force (RIF), the new schedule will be posted the same day the RIF is announced, and employees shall then have two weeks to bid the new schedule. The Employer may schedule the shifts to meet business needs for the third week after the announcement of layoffs. The new schedule will be posted by 3:00 p.m. Wednesday on the third week and will begin on the fourth week. In all other cases, the new schedule shall be posted for bid for at least ten (10) calendar days. The new schedule shall be posted by 3:00 p.m. the Wednesday after the bid is closed and shall be effective the following Sunday.

(f) Any schedule slot vacated by transfer or termination of employment shall be filled by the employee hired to fill the vacancy unless the employee first in seniority below the terminating employee claims the vacated schedule slot. If the next in seniority claims the vacated slot, that employee's former slot shall be available for claim by the employee next in seniority. This process shall continue until the employee next in seniority passes on the newly vacated slot. The employee hired to replace the terminating employee shall fill the slot left open when the one-bid succession is ended by the employee who declines to claim the available shift.

(g) The Employer shall endeavor to schedule employees in the Production Maintenance department to have at least one weekend day off each week.

(h) If an employee bids a new schedule that results in the employee working six (6) days or seven (7) or more days without a day off due to switching to the new schedule, one and one-half times the straight time pay for the sixth day or double-time pay for the seventh (7th) and subsequent days until the next regular day off as provided in Section 3(d) of this Article will not be paid. An employee's request to use available vacation, floating holidays or CDOs to avoid working more than five days in a row will not be unreasonably denied.

10. Paperhandlers: The regular scheduled workweek for full-time employees in the warehouse (paperhandlers) may vary between thirty-five (35) and forty (40) hours. The regular scheduled workday may vary from five (5) to ten (10) hours. The Employer may adjust the schedule after it has been posted to avoid the payment of overtime. Employees scheduled to unload rail cars may be sent home if the rail cars do not arrive as scheduled, and the employees' schedules may be adjusted to add the lost hours of work later in the week. In no case will the employee's schedule be less than thirty-five (35) hours. The Employer will work with the employee on adjusting the schedule, but the Employer will make the final decision on any change to the employee's schedule. Overtime will be paid, however, if any work exceeds ten (10) hours in a day or forty (40) hours in the work week.

11. Customer Service:
 - (a) For full-time employees in the circulation customer service department, seniority selection for full-time schedule slots will be filled in the manner described in subsection (b) below, except that the posting and selection process shall continue until no employee requests the open slot.
 - (b) In Circulation Customer Service, any part-time schedule slot vacated by termination of employment shall be filled as follows:
 - (1) The slot shall be posted for a period of not less than three (3) days and shall be awarded to the most senior part-time employee performing the same or comparable function who requests the slot.
 - (2) A slot to be vacated as a result of seniority selection shall be posted and filled in the same manner as (1) above. This process shall continue until at least three (3) slots have been posted and bid, or until no employee requests the open slot. The employee hired to replace the terminating employee shall be assigned the last slot thus vacated.
 - (c) Schedule bidding will occur within groups of employees doing the same or similar work.
 - (d) Six (6) or more consecutive shifts resulting from a schedule rotation will not cause the payment of time and one-half or double-time pay as provided in Section 3(d) of this Article.
12. Employees who work shifts starting between the hours of 6 a.m. and midnight on Sundays shall at their request be given consecutive days off during the week.
13. An employee working more than four (4) hours in any one shift of eight (8) hours in a higher wage classification shall be paid at the rate of pay for the higher wage classification.
14. Time actually spent in transit by employees traveling within the normal workday to and from out-of-town assignments, shall be considered working time and shall be paid. Travel outside the normal workday will not be paid. The Employer will endeavor to schedule travel within the normal workday for employees going to or returning from out-of-town assignments. Where the employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be allowed.
 - (a) Insofar as possible, the employee shall adhere to the eight (8)-hour work day.
15. Under no circumstances will an employee receive more than double time pay for any time worked.
16. The department head shall keep accurate records of compensatory time.
17. District managers shall have two consecutive days off, including at least one weekend day, except upon mutual agreement between the affected district manager and the Employer. A district manager's request for alternative consecutive days off shall not be denied if operational needs are met.
18. Seniority in choice of shifts shall be given serious consideration. Assignment to night shifts shall not be made for the purpose of whim or harassment.
19. Technical Producer, Sr. Technical Producer, Web Software Developer, Sr. Web Software Developer Positions:
 - (a) The covered positions of Technical Producer, Sr. Technical Producer, Web Software Developer, and Sr. Web Software Developer are FLSA-exempt salaried positions. Salaried

employees shall work the hours needed to complete assigned work at such times that the work needs to be performed and shall not be held to a set work-day or work-week.

(b) The Employer and the Union recognize that at times the nature of the work requires long, irregular hours including weekend and evening work. The Employer will not act unreasonably in the assignment of work or the scheduling of employees.

(c) When periods of extraordinary workload are completed, an employee may request and the Employer may grant additional day(s) off with pay, not to be unreasonably denied.

(d) In the event that an employee works late in the night, such employee will be permitted to arrive at work later the next day within reason.

Article XV

Holidays

1. The recognized holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, and after six months of employment, one floating holiday and Employee Birthday (provided at least two weeks written notice is given by the employee, otherwise a second floating holiday shall be substituted for the Birthday). Upon proper notice, the employee may substitute a religious holiday of choice.
2. Full-time employees who are not required to work on those holidays will receive their regular day's pay. Full-time employees working a five-day week shall receive eight (8) hours of pay for the holiday. Full-time employees working a four-day week shall receive ten (10) hours of pay for the holiday. Full-time employees who are required to work on a holiday will be paid at double the straight-time rate for all hours worked.
3. Arrangements for selection of the floating holidays must be made and mutually agreed to with the employee's department head. The department head shall be notified at least two (2) weeks in advance of the employee's choice of his or her floating holidays. The floating holidays must be taken during the current calendar year or mutually agreeable extension, or the employee will receive regular pay for that day. Employees may select floating holidays by seniority from April 1 to April 15 for the following vacation year. After April 15, requests for floating holidays will be considered in the order they are received. Full-time employees working a five-day week shall receive eight (8) hours of pay for the floating holiday. Full-time employees working a four-day week shall receive ten (10) hours of pay for the floating holiday.
4. If the day on which a national holiday listed in Section 1 is observed falls on an employee's day off, at his or her option, the employee shall receive eight (8) hours of regular pay for the day or be given a compensating day off by mutual agreement with the Employer. The compensating day off may be taken in the 7-day period immediately preceding the holiday or up to sixty (60) days after the holiday. If the compensating day off cannot be taken within sixty (60) days, or mutually agreeable extension, after the holiday, the employee will receive regular pay for the day. If an employee's birthday falls on one of the other stated six (6) holidays, the employee will receive a compensating day under the aforementioned sixty (60) day provision. If the actual holiday date (e.g., December 25, January 1) is selected as the compensating day off by more than one employee in a given department or sub-department, seniority shall determine the employee(s) who receive the day off unless there are differences

in qualifications for the particular function or abilities demonstrably not available from the less senior employee.

5. If an employee is scheduled to work a holiday as an overtime day, the employee shall be paid at the double-time holiday rate and receive a compensating day off as provided in Section 4 above.
6. Part-time employees in the Circulation Department shall be paid the double-time rate for all time worked on a holiday, but for not less than four (4) hours. In all other departments, part-time employees shall be paid the straight-time rate for all time worked, but not less than four (4) hours. Part-time employees who do not work on a holiday shall receive no pay for the holiday. Holiday work will be scheduled—first by accepting volunteers on the basis of seniority and thereafter by rotation—from the least senior to the most senior employee within a given department or sub-department. Differences in qualifications for the particular function or abilities demonstrably not available in other employees may be taken into consideration by the Employer in assigning holiday work.
7. By agreement with the Employer, an employee may select any two (2) religious holidays to substitute for any two (2) of the holidays listed in Section 1 above. Such selection shall be arranged with the department head not less than two (2) weeks before the religious holidays chosen.
8. An employee's regular hours or days off will not be changed or shifted to avoid payment of holiday premium pay he or she normally would receive.
9. Full-time employees whose work extends past 6 p.m. on Christmas Eve and New Year's Eve shall receive time and one-half pay for all hours worked after 6 p.m.
10. Holiday and Floating Holidays for Flexible Schedules
 - (a) Holiday Not worked – Pay 8 hours for the Holiday and adjust the employee's schedule for the week if necessary to ensure 40 hours for the week (for Paperhandlers, no more than 40 hours and no fewer than 35 hours) are paid including the Holiday pay.
 - (b) Holiday Worked – All holidays are at least 8 hour days. Pay 8 hours at double the straight-time rate for the day, or, at the employee's request and by mutual agreement, pay 8 hours at the straight-time rate and receive a compensating day off. Adjust the schedule for the week if necessary to ensure 40 hours for the week are paid including the holiday pay.
 - a. For Paperhandlers –
 - i. Option 1: Pay double the straight-time rate for the number of hours worked, but no less than the number of hours scheduled. For example, if the employee is scheduled to work 7 hours, but at the option of the Employer only works for 6 hours, pay double the straight-time rate for the scheduled 7 hours. If the employee is scheduled to work 7 hours, but works 8 hours, pay double the straight-time rate for 8 hours.
 - ii. Option 2: Pay the number of hours worked at straight-time rate, but no less than the number of hours scheduled and receive the same number of hours as a compensating day off.

- (c) Holiday Falls on Regular Day Off - Pay 8 hours for the Holiday or at the employee's option, receive a compensating day off of 8 hours to be taken by mutual agreement.
- (d) Floating Holidays – Pay 8 hours and adjust individual's schedule as necessary to ensure 40 hours are paid for the week.
 - a. For Paperhandlers – Bank of 16 hours. Pay the number of hours scheduled for the day and deduct that amount from the bank. For example, if the floating holiday is taken on a day scheduled for 6 hours, pay for 6 hours and deduct 6 hours from the bank.

Article XVI Vacations

1. The vacation period shall be for the entire calendar year.
2. Eligibility for vacations shall be determined as follows: (a) two (2) weeks' vacation with pay after one (1) year of continuous service, one week of which may be taken after six (6) months; (b) three (3) weeks' vacation with pay after three (3) years' continuous service; (c) four (4) weeks' vacation with pay after seven (7) years of continuous service. Employees may take vacation in increments of no less than one (1) week as it is accrued, e.g., an employee entitled to two (2) weeks' vacation shall accrue one (1) week at the end of each six (6) months of employment.
3. Accrued vacation shall be computed from the anniversary date of employment.
4. A full-time and a part-time vacation calendar covering the first Sunday in April of the current year through the first Saturday in April of the following year shall be posted in all departments or sections by February 1 of each year, together with a list of names of full-time employees ranked in order of full-time company seniority and a list of part-time employees ranked in order of company seniority. Employees must select vacation dates on the basis of their seniority prior to April 1, or lose their seniority rights for vacation selection. Changes shall not be made in the vacation schedule after April 1, except upon mutual agreement between affected employees and the department head. Part-time employees shall be permitted to schedule vacations in the same manner as full-time employees as described in this Article, except they will be provided a separate vacation calendar.
5. If an employee has not taken all his or her vacation within one year from the employee's anniversary date, the employee may carry over accrued vacation to a subsequent year. Employees are responsible for scheduling and taking enough vacation to avoid accrual in excess of the limits specified in this Section. Cash in lieu of vacation will not be paid except as provided in Section 7 of this Article. Carryover from one calendar year to the next will be limited to a maximum described below. Employees will use the vacation in a timely manner or lose the excess hours above their limits.
 - (a) Carryover from one calendar year to the next will be limited to a maximum of one year's accrual, unless an employee's vacation was canceled by mutual agreement at the request of management. Any carryover for this reason shall be scheduled and taken by March 31 of the following year, but will not change the carryover limit at the end of that following year.
 - (b) Unused vacation in excess of one year's accrual may be assigned by the Employer. Vacation requests to use excess vacation shall not be unreasonably denied. Employees

will lose unused excess vacation unless an extension is mutually agreed to by the department vice president and employee.

6. Vacation may be taken one day at a time with the mutual agreement of the employee and the supervisor. Random vacation days may not be scheduled prior to April 1 for the following vacation year. Employees may select random vacation days by seniority from April 1 to April 15 for the following vacation year. After April 15, requests for vacation time will be considered in the order they are received.
7. An employee whose vacation time includes a recognized holiday shall receive vacation pay for the vacation days and holiday pay for the holiday.
8. Upon termination of employment, an employee (or his/her estate in case of death) shall receive accrued vacation pay. Employees who terminate employment within their first six months of service shall not be paid their accrued vacation.
9. Employees who are prevented from starting their vacation because they are hospitalized or sick may have their vacation rescheduled.
10. A vacation week shall be consistent with the scheduled work week of the employee. At the option of the employee, his/her days off shall be shifted to Saturday/Sunday for vacation purposes. This option must be exercised at the time the employee signs up for his/her vacation.
11. Vacations for Flexible Schedules
 - (a) Single Day Vacations – Pay the number of hours scheduled and reduce the vacation bank by that number of hours. For example, if a single day vacation occurs on a day scheduled for 6 hours, 6 hours is paid and deducted from the employee’s vacation accrual bank.
 - (b) Full Week Vacations – Pay for 40 hours and deduct 40 hours from the employee’s vacation accrual bank.

Article XVII A
Full-Time Sick Leave

1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Proven abuse, defined as any situation in which an employee falsely claims the reason for missed work is illness, injury, disability or doctor or dental appointment(s), may result in discipline up to and including discharge. Excessive use of sick leave, including a pattern of use, at near or above the limits of this policy, may also result in discipline up to and including discharge, such discipline to be reviewed by the Human Resources Department. If reasonable cause for suspicion of misuse or abuse of the sick leave benefit arises, the Employer may request the employee provide a doctor’s note or other appropriate documentation.
2. Full-time employees in the bargaining unit shall be eligible to receive up to five (5) days of paid sick leave in a calendar year. The Employer will credit each full-time employee on

January 1 of each year with five (5) days of paid sick leave to be available for use during the calendar year. Employees hired after January 1 each year will receive 3.34 hours of sick leave for each full and complete month following the date of employment. (For example, an employee hired February 12 would receive 33.40 hours to be used during the remainder of the year.) Employees on unpaid leave will have 3.34 hours of sick leave deducted from their bank for each full and complete month of unpaid leave.

Employees may use two (2) paid floating holidays for sick time in addition to their five (5) days of paid sick leave. Unused sick leave will not accumulate from one year to the next. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's spouse/domestic partner or employee's child. Illness or injury shall include doctor or dental appointments. After five consecutive days of absence because of illness of the employee, the employee (but not the employee's spouse/domestic partner or child) is eligible to apply for sickness and accident coverage (Short-Term Disability) as provided in Article XVIII, The Denver Post Health Plan, Section 4.

3. Sick leave for Variable Length Shifts
When a full-time employee is out due to illness, the number of hours on the employee's schedule for that day (or days) will be deducted from the employee's sick leave bank of 40 hours. For example, if an employee is scheduled for a 6 hour shift, 6 hours will be deducted from the sick leave bank.
4. In the event a full-time employee has exhausted available sick leave but has a legitimate illness requiring regular visits to an appropriate medical facility, the employee shall be excused without pay to make such visits, provided the employee:
 - (a) Notifies his/her supervisor as far in advance as reasonably possible, or as soon as possible when advance notification is impossible, and provides doctor's verification of the legitimacy of the situation;
 - (b) Works with the supervisor to establish a schedule in advance that will accommodate both the needs of the work unit and the needs of the employee, within reason.
5. Absences directly related to an on-the-job injury shall not be counted in the employee's paid sick leave utilization record. The employee is entitled to a second opinion regarding the prognosis of an injury, but the employee must utilize a doctor recognized by the insurance carrier of the Employer.
6. Full-time employees are entitled to either full or partial salary replacement as their approved Short-Term Disability (STD) benefit for a non-work-related catastrophic illness or legitimate injuries or sickness for the length of their illness according to the provisions of Article XVIII, The Denver Post Health Plan, Section 4.
7. Maternity disability shall be treated in the same manner as other disability or illness.
8. No deductions shall be made from overtime because of illness or injury.

Article XVII B
Part-Time Sick Leave

1. Sick leave is designed to protect employees against loss of income during periods of legitimate illness, injury or disability. Proven abuse, defined as any situation in which an employee falsely claims the reason for missed work is illness, injury, disability or doctor or dental appointment(s), may result in discipline up to and including discharge. Excessive use of sick leave, including a pattern of use, at near or above the limits of this policy, may also result in discipline up to and including discharge, such discipline to be reviewed by the Human Resources Department. If reasonable cause for suspicion of misuse or abuse of the sick leave benefit arises, the Employer may request the employee provide a doctor's note or other appropriate documentation. Sick leave may be used to cover absences caused by the illness of or injury to the employee, employee's spouse/domestic partner or employee's child. Illness or injury shall include doctor or dental appointments.
2. A part-time employee shall earn paid sick leave at the rate of one (1) hour for every fifty-two (52) hours worked up to a maximum of five (5) shifts per calendar year.
 - (a) Accumulated paid sick leave may be taken in any increment of hours for any absence covered by Section 1 of this Article up to no more than five (5) shifts per calendar year, unless the employee has a catastrophic illness as provided in Sub-Section 2 (b) below. Partial-shift sick leave absences will be counted cumulatively. Each accumulation of hours not worked because of sick leave that equals six (6) hours shall be considered as one shift absence. Accumulated paid sick leave is not redeemable upon termination of employment or transfer from the bargaining unit or transfer to a full-time position.
 - (b) Part-time employees shall be allowed to accumulate up to 240 hours of sick leave. Accumulated sick leave may be used solely to cover catastrophic illness or legitimate injuries or sickness of an extended nature. Documentation may be required to support the extended leave.
 - (c) A part-time employee who transfers to a full-time position shall be eligible for full-time paid sick leave immediately upon transfer. A part-time employee who so transfers will receive sick leave credits in the same manner as the new employee described in Article XVII-A above.
 - (d) If an unusual medical condition is contributing temporarily to poor attendance for a part-time employee who otherwise maintains satisfactory attendance, efforts will be made by the Employer to accommodate the condition for a reasonable length of time provided the employee produces reasonable, valid evidence of legitimate illness when requested to do so by a supervisor.
3. Maternity disability shall be treated in the same manner as other disability or illness.
4. No deductions shall be made from overtime because of illness or injury.

Article XVIII

The Denver Post Health Plan

The Employer shall offer The Denver Post Health Plan, which will provide Medical, Dental, Vision and Life/Accidental Death and Dismemberment ("AD&D") Insurance plans, Sickness and Accident coverage ("Short-Term Disability") and Flexible Spending Accounts and Sec 132(f) tax-free Qualified Transportation Benefit Accounts to eligible employees covered by this collective bargaining agreement, upon proper enrollment.

1. Eligibility:

Full-Time Employees:

Full-time employees become eligible the first of the month following one full calendar month from the date of full-time employment for The Denver Post Health Plan (which includes Medical, Dental, Vision and Life and AD&D insurance benefits), with the exception of Short-Term Disability.

Part-Time Employees:

(a) Part-time employees become eligible for a medical HMO plan, Dental and Vision benefits (Dental and Vision premiums will be paid 100% by the part-time employee) when they have worked an average of 30 hours per week during a “Measurement Period” described in this paragraph. The Measurement Periods shall be: (1) October through February of the following calendar year, and (2) April through August. To maintain coverage under these benefits, the employee must continue to be paid an average of 30 hours per week in each Measurement Period. The Benefits Department will review the hours worked for each of the Measurement Periods and will notify the employee during March and September if he or she is no longer eligible, or becomes eligible, for benefits during the Measurement Period that has just concluded.

(b) For coverage to be effective, part-time employees must properly enroll by the end of the month of the notification period (March and September of each year).

(c) If an employee loses eligibility because of a reduction in hours, he or she will be offered COBRA continuation coverage (for a period of up to 18 months) and will pay 102% of the cost of the benefits. Hours shall not be reduced solely to avoid the payment of benefits under this section.

2. Premium share:

(a) Medical coverage: The Employer shall make Medical premium share contributions for full-time and part-time employees enrolled in the primary Medical plan (currently Kaiser DHMO) or its successor plan as follows:

Employee Only	78%
Employee+Child(ren)	74%
Employee+Spouse	70%
Employee+Family	70%

For any other Medical plans offered, the Employer shall pay an amount equal to its share of the Kaiser DHMO plan or its successor plan premiums and the enrolled employee shall pay the remainder.

(b) The Employer shall offer Dental and Vision plans.

(1) The Employer’s contribution for Dental Insurance shall not be less than 64% for full-time employees. Eligible part-time employees will pay 100 percent of the dental premium.

(2) Employees shall pay the full cost of the Vision plan.

(c) The employee shall pay his or her premium share by payroll withholding or directly to a Third Party Administrator (“TPA”) if COBRA coverage has been offered and elected.

3. Life and AD&D Insurance:

- (a) The group term Life and Accidental Death and Dismemberment Insurance for full-time employees up to age 65 shall be one times (1X) the employee's annual base wage, annualized and rounded up to the nearest \$1000 up to age 65. An age reduction schedule applies after age 65.
- (b) The cost of this coverage within the Employer's Plan will be fully paid by the Employer.
- (c) An additional amount of life insurance and voluntary AD&D insurance may be purchased by the employee.
- (d) The rates for this coverage are provided during the annual Open Enrollment period.
- (e) Complete information: For a detailed description of the Life, Accidental Death and Dismemberment and STD Insurance plans and the terms, conditions and extent of benefits, refer to the Plan document, which is available in the Benefits Department.

4. Disability:

- (a) Short-Term Disability ("STD"): The Employer shall provide STD coverage for all full-time employees covered by this Agreement. Employees hired after the date of implementation of this Agreement shall have a waiting period of one (1) year from their date of hire before they are eligible to receive STD benefits.
 - (1) The first five (5) days of absence because of illness ("Elimination Period") will be charged to the employee's sick leave, if any is available. If an employee's sick leave has been exhausted, the elimination period will be unpaid. Upon proper application by the employee to the Employer's Third Party Administrator ("TPA") and upon approval by the TPA, payment for the STD benefit will be paid for the sixth (6th) day of absence because of illness and consecutive days of disability through the period of time approved by the TPA, up through a maximum of twenty-six (26) weeks.
 - (2) First Period of STD in a consecutive 12-month period:
 - (a) The first period of STD benefit in a consecutive 12-month period is paid as follows:
 - (1) For the first thirteen (13) weeks, upon approval by the TPA of the employee's application for STD, the STD benefit of 70% of salary will be supplemented by the Employer up to 100% of salary for the approved period. The employee will not be required to supplement the STD benefit with unused sick days, vacation or floating holidays.
 - (2) For the remaining thirteen (13) weeks, employee's will not have their salary supplemented, but will receive the 70% salary replacement benefit. With prior request in writing, employees may use any unused sick leave, vacation or floating holidays to supplement their basic STD benefit.
 - (3) Second Period of STD in a consecutive 12-month period:
 - (a) Employees returning to work from a period of STD of 26 weeks shall have a 45-calendar day waiting period before they are eligible to receive STD benefits a second time for the same or a different illness.
 - (b) Employees returning to work from a period of STD of less than 26 weeks will have no waiting period if they have to return to STD status for the same illness. Their STD benefits may continue up to the 26 weeks allowed for that same illness. In this situation, the Employer's supplement of the employee's salary up to 100% income replacement shall continue for up to thirteen (13) weeks if thirteen weeks has not already been supplemented for that same illness.

- (c) Employees who have exhausted their first 26-week STD benefit and are approved to begin a second period of STD within a rolling period of 12 months (after the required 45-day waiting period), will not be entitled to have their salaries made whole, but will receive the 70% salary replacement benefit. With prior request in writing, these employees may use any unused sick leave, vacation or floating holidays to supplement their basic STD benefit.
 - (4) An employee, upon approval, may donate up to one (1) sick day or one (1) vacation day per calendar year to another employee in his or her Second Period of Short-Term Disability. Contact the Benefits Department for details.
 - (5) Complete details regarding the Employer's disability benefit and procedures for applying are available in the Benefits Department.
- (b) Long-Term Disability (LTD): Full-time employees shall be eligible and are encouraged to purchase this insurance at a group rate.

5. Flexible Spending Accounts:

- (a) Medical and dependent care spending accounts will be made available and will be defined and administered as required by law.
- (b) In addition, the Sec 132(f) tax-free Qualified Transportation Benefit for parking and/or transportation costs will also be made available and will be defined and administered as required by law.
- (c) The benefits in Paragraphs (a) and (b) can be elected during the annual Open Enrollment period and are available to all employees regardless of whether they are eligible for other benefits in this Article. The Employer shall pay all administration costs of these plans.

6. Open Enrollment: Employees shall have the right to change elections under the Employer's Health Plan and other benefits within specific Open Enrollment dates set each year by the Employer. Once an employee makes a selection, the employee must remain in the selected plan the remainder of the plan year unless the employee sustains a qualifying life event as defined by the Plan.

7. Benefits At Retirement:

Early retirement between ages of 55-64:

Employees who elect early retirement from the Employer after January 1, 2008 shall have the option of continuing their medical coverage, paid fully by the employee, at the early-retiree group rate. Employees who retired from the Employer prior to January 1, 2008 shall have the option of continuing their medical coverage, paid fully by the employee, at the active employee group rate.

An exception will be made for those employees who transferred into the Denver Newspaper Guild from Denver Typographical Union Local 49 who had Attrition A List guaranteed jobs. The terms and conditions of medical coverage for early retirement for Attrition A List employees will be governed by the provisions of Memorandum of Agreement No. 6 to this collective bargaining agreement.

Normal retirement at age 65 or older:

- (a) Employees who retire from the Employer shall have the option of continuing their medical coverage, paid fully by the employee, at the post-65 retiree group rate.
- (b) Employees who are age 65 or older must have proof of their MediCare Part B coverage/award letter from the Social Security office at least 30 days prior to the date of

retirement to be eligible to continue medical coverage on the group Medigap plan as required by current Center for Medicare and Medicaid Services regulations. Arrangements for payment of the full premiums by the employee shall be made with the Benefits Department prior to retirement.

Employees not electing to continue medical coverage through the Employer's medical plans at the time of retirement will not be eligible to elect medical coverage at a later date. Continuation of other benefits for which retirees are eligible will be offered through COBRA.

8. **Wellness Program:** The Employer and the Union(s) will begin meetings to jointly develop a Wellness Program for all employees. Any Wellness initiative must be mutually agreed to by both the Employer and the Union(s).
9. **Benefits Plan Design:**
 - (a) The Employer will select all benefit plans (medical, dental and other plans) and all benefits components provided in those plans (e.g., co-insurance amounts or percentages, as well as deductibles and out-of-pocket employee costs) that constitute the design of these plans. Any changes in plans or plan design will be reasonable.
 - (1) "Reasonable" is defined as meaning that medical plan design components will be selected based on benchmarks (1) among employers of similar size (currently 500 or more employees) in Colorado and (2) in the national Printing and Publishing Sector. Benchmark data will include, but not limited to, benefit components of plans, data comparing cost per employee per year, and the Employer's demographics compared to those of the benchmarks.
 - (2) If the Employer's actual cost per employee per year is projected to be less than that of the demographically adjusted benchmark per employee per year costs, the Employer will not reduce medical plan design benefits provided for employees for the following year.
 - (b) The Employer will provide information to and receive comments from the Union in analyzing information received from the benefit providers before any decisions are made concerning benefit plans or plan components each year, but is not required to bargain such changes. If the Union believes the changes are unreasonable it may file a grievance under Article V, Grievance Procedure.
 - (c) The Union(s) will negotiate share of premium for benefits but will not negotiate the benefit providers selected or the benefit plan design or components.

10. **Plan document:** The components of the Employer's Health Plan are contained in the Plan document, a copy of which may be obtained in the Benefits Department. The specific terms and conditions for each benefit will be governed by the insurance contract or other benefit program documents.

Article XIX Other Benefits

1. **Parking/Transportation Benefit:** Employees may set aside pre-tax dollars to pay for parking and/or transportation costs under amendments to Section 132 (f) of the Internal Revenue Code by the Transportation Equity Act for the 21st Century. The program is available to all employees regardless of whether they are eligible for other benefits under this

Agreement. Employees can enroll in the program upon employment or during open enrollment each year. Employees also may make changes to their contribution amount during open enrollment. Employees will submit receipts for parking or mass transit passes to a designated third party administrator for reimbursement. The Employer shall pay all administration costs of the plan.

2. **Adoption Assistance:** The Employer shall offer an Adoption Assistance benefit to full-time employees and part-time employees who work a minimum of 30 hours per week. Contact the Benefits Department for additional information.
3. **Employee Assistance Program (“EAP”):** The Employer will offer an Employee Assistance Program to provide assessment, referral, focused therapy and coaching for employees and household members in dealing with personal problems, such as substance abuse, stress or emotional issues or financial problems that may affect job performance. Employees who enter an acceptable rehabilitation program shall be given a reasonable opportunity to control the problem or disorder, but it is explicitly understood that submission to treatment alone shall not provide immunity from termination or other appropriate discipline.
4. **Tuition Reimbursement:** The Employer shall pay tuition costs for an active employee attending university, college, trade school or other institution under the following conditions:
 - (a) Employee must have a minimum of one year of full-time employment with the Employer and currently work in a full-time position.
 - (b) Application for tuition assistance benefits must be approved before an employee begins course work.
 - (c) Course(s) must be taken at an accredited college, university, trade school, or other institution and considered to be related to the employee’s current job assignment or logical avenues of promotion.
 - (d) Course(s) must be successfully completed, normally within 60 days of the estimated completion date. Successfully completed shall mean receipt of a grade “A,” “B” or “C.” No reimbursement will be made for a grade below a “C.”
 - (e) Reimbursement is at the rate of 50% and applies only to tuition cost.
 - (f) Employee’s full-time status must be retained through course completion. Any change in this status shall disqualify reimbursement.
 - (g) No reimbursement will be made which duplicates costs covered by governmental or other educational grants.
 - (h) Up to an amount specified by IRS regulations as tax-free may be offered to each employee per calendar year. Tuition expense remitted for graduate-level courses will be taxable (as specified by IRS regulations).
 - (i) An employee who voluntarily terminates employment within six (6) months of receiving tuition assistance shall repay the Employer one-half of the total amount of tuition assistance received from the Employer during the immediate previous twelve (12) months of employment. An employee who voluntarily terminates employment within twelve (12) months of completing a course of study resulting in a degree or certification, shall repay the Employer one-half of the total amount of tuition assistance received from the Employer during the immediate previous twenty-four (24) months of employment.
5. **Training:** The Employer recognizes the need for and the value of providing training that will allow equal opportunity for transfer or promotion to employees after completion of such training.

- (a) The Employer shall accept requests for training from among employees who are interested in finding job opportunities in other classifications or departments.
- (b) Training shall be considered by the Employer that will provide means for present employees to find job opportunities in other classifications or departments when openings exist.
- (c) The Employer agrees to offer training opportunities to enable employees to maintain skills within their classifications and also encourages employees to take steps on their own initiative to develop their skills.

Article XX
Leaves of Absence
(Unpaid Leaves, Funeral Leave, Child Care,
Jury Duty, On-the-Job Injuries,
Family Emergencies)

1. Upon request, the Employer shall grant leaves of absence for good and sufficient cause.
2. Employees may receive leaves of absence without prejudice to continuous service in determination of severance pay. (General increases will apply only for those employees on leave of absence for a period of six (6) months or less.) Upon request, leaves of absence shall be granted to delegates elected to The Newspaper Guild, CWA or AFL-CIO conventions, both national and local; to delegates elected to special meetings called by The Newspaper Guild or CWA; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position. An employee on such leave shall be reinstated in the same or comparable position upon expiration of such leave. No severance pay shall accrue during leaves of absence. Right to reinstatement shall terminate in the event an employee on leave engages in gainful employment other than that for which the leave was granted. The number of employees on leave to accept local or national Guild or AFL-CIO elective or appointive office shall be limited to one (1) at any time except by mutual consent of the Employer and the Union. Employees on leave to accept local or national Guild or AFL-CIO elective or appointive office may receive benefits of Article XVIII, The Denver Post Health Plan, and Article XI, Pension, during such leave, provided prior arrangements for payment of necessary premium is made with the Human Resources Department and contingent upon such payments being timely made.
3. An employee shall be granted up to four (4) consecutive scheduled working days of paid leave of absence in the event of the death of a spouse, child or domestic partner. In the event of the death of a parent, parent of spouse, brother, sister, grandparent, surrogate parent or nearest blood relative, the paid leave of absence shall be up to three (3) consecutive scheduled working days. Within seven (7) days of the death, the employee shall work with his/her supervisor to schedule the time off. Regular scheduled day(s) off and holidays shall not count against an employee's entitlement to paid leave under this section, but no leave shall be granted while an employee is on vacation, leave of absence or otherwise not working. The employee may extend the leave provided in this Article by a maximum of thirty (30) days through any combination of vacation and unpaid leave of absence, if the request is made to the employee's supervisor or the Human Resources Department before the end of the paid funeral leave period.

4. The Employer shall grant child-care leaves to full-time employees who are the primary caregivers up to twelve (12) months in length inclusive of any paid disability period. The Employer also shall grant unpaid spousal leave to full-time employees for the purpose of childcare for up to six months. Adoptive parents shall receive the same benefit considerations with respect to childcare leave as natural parents.

By arrangement with the Employer, an unpaid leave for the purpose of child care shall be granted to part-time employees who are the primary caregivers who have worked for the Employer one (1) year or more and average twenty (20) or more hours of work per week. Such leave shall not exceed one hundred eighty (180) calendar days in duration, which may be extended by mutual agreement.

5. An employee called to a jury panel shall so notify his or her supervisor in advance and will be excused from his or her work to report for this duty. If not selected as a juror, the employee shall return to work without delay and will be paid for time absent. If the employee is selected as a juror, he or she shall call his or her department head as soon as possible and inform the supervisor of his or her being selected a juror. Full wages shall be paid to the employee when so engaged as a juror. All monies received by the employee for his or her services as a panel member or juror shall be turned over to the Employer with full endorsement.

An employee regularly scheduled nights, provided the employee notifies his or her department head prior to the posting of the work schedule, shall be scheduled for day work and the above-mentioned provisions will apply.

The above provisions shall also apply to any employee who is subpoenaed to testify in any court or administrative proceeding, provided the employee is not a defendant in such proceedings, unless he or she is a defendant in an action that is job-related.

6. (a) When the worker's compensation primary care physician determines that an injured employee is able to return to work on a modified duty basis, the Employer may assign the employee to any meaningful work within the bargaining unit, or, with the mutual agreement of the Employer, the Guild and the employee, in a non-represented department. The employee shall be paid at the same rate as if working in his/her regular position. A temporary modified duty assignment shall not exceed sixty (60) days without the mutual agreement of the Employer, the Guild and the employee.
(b) Other employees of the Employer who are unable to perform their normal, regular duties because of an on-the-job injury but are released by their primary care physician to return to work on a modified duty basis may be assigned to meaningful work within the Guild bargaining unit provided that such an assignment:
 - (1) is not a violation of another collective bargaining agreement;
 - (2) does not displace any Guild-covered employee;
 - (3) does not delay the posting or filling of a vacant position in the unit; and
 - (4) is for a duration not to exceed sixty (60) days without the Guild's agreement.
7. The Employer agrees to notify the Guild before an employee begins temporary modified duty within the unit, and agrees that Guild Local 37074 will be paid dues for each non-unit employee assigned to temporary modified duty within the unit for each month the employee works in the Guild bargaining unit.

8. An employee may use up to two (2) days of unpaid leave per year for family emergencies.

Article XXI Military Service

1. The Employer shall honor all requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) as it applies to an employee who has been absent from work due to “service” in the U.S. uniformed services. “Service” under USERRA means the performance of duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, absence from work for an examination to determine a person’s fitness for these duties, and funeral honors duty performed by National Guard or reserve members.
2. Reemployment following a period of service in the U.S. uniformed services shall be offered by the Employer in the same type of work that was done prior to such military service, provided the employee meets the eligibility for reemployment established by applicable law, and provided they are capable of performing such work and make personal application for such reemployment with the Employer within ninety (90) days from the end of the service period.
3. Vacancies created by such leaves shall be filled either by promotion of regular employees on the staff, or, if necessary, by hiring temporary employees. In either event, the job filled under such circumstances shall be vacated upon the return of the original job holder. If the salary of any regular employee promoted to fill a vacancy is increased as a result of such promotion, this salary may be restored to no less than he or she would have received if his or her service in his or her former classification had been continuous, provided this is not less than the then existing minimum for this classification, and the employee filling the vacancy shall be restored to his or her former job.
4. An employee hired as a replacement for one entering such service or recognized alternative service shall be given preference over any new employee in filling comparable vacancies which may arise. The subsequent employee hired to fill the military vacancy will then be designated as the military replacement.
5. When employees are employed or restored to employment under this section, their dismissal indemnity rating and other rights under this contract shall be unimpaired and they shall be given dismissal indemnity credit as provided by law for the time of their service.
6. Any employee who has been on military or recognized alternative service leave of absence and has complied with the foregoing conditions, but is incapable of resuming employment because of physical or mental disability, shall be paid dismissal indemnity as provided by law.
7. The provisions of this service clause do not apply to temporary employees hired by reason of leaves of absence granted to employees for such service in the U.S. uniformed services.

8. Employees in the active reserves of the U. S. Armed Forces or the National Guard shall be granted leaves of absence without pay to attend required annual training or call to duty for emergency service. Such employees must inform the Employer of this reserve status and must give notice of training dates as soon as possible if less than three weeks hence or not later than their next scheduled shift if such training commences more than three weeks hence. Employees must provide the Employer a copy of orders for such training if requested to do so.
9. Employees in the active reserves who are required to attend annual or weekend training may request that their hours of work on the shift immediately preceding the first day of such training be adjusted so that the shift ends not later than midnight, and such requests shall be granted if all scheduled hours can be covered at straight time rates.

Article XXII

Part-Time and Temporary Employees

1. A part-time employee is one who is (1) hired to work less than forty (40) hours in a work week in departments with forty (40) hour work weeks, or (2) hired to work less than thirty-five (35) hours in a work week in departments with flexible schedules of thirty-five (35) to forty (40) hours in a work week. A temporary employee is one employed on a special project for a period of no more than six (6) months, except in cases where a temporary employee is hired to replace an employee on leave, then temporary employment shall be for the duration of the leave. Full-time temporary positions shall be posted in accordance with Article XIII, Transfers and Promotions. When temporary employees are hired, the Union shall be notified of the temporary or special projects that require such hiring and the anticipated duration of such projects.
 - (a) Except by mutual agreement, part-time employees will not be scheduled to work more than five days in a work week. This provision does not apply to Customer Service Representatives.
 - (b) Part-time employees may decline work days outside of their posted schedule.
 - (c) The provisions of Article XIV, Hours of Work and Overtime, with regard to overtime pay for work on a sixth (6th) or seventh (7th) day and work outside of posted schedules do not apply to part-time employees.
 - (d) Hours worked by a part-time employee in a week may increase to forty (40) or more hours or decrease based on business needs without changing the employee's part-time status, except as noted in Section 2 of this Article.
2. Part-time or temporary employees shall not be employed where, in effect, such employment would eliminate or displace a full-time employee. Except for customer service call center positions, in cases where the duties of part-time employee(s) can be consolidated into a full-time position as described in Article XIV, Hours of Work and Overtime, Sections 1 or 2, a full-time position shall be created, provided the part-time positions have met the definitions of Article XIV, Sections 1 or 2 for at least the previous six (6) continuous months. With the mutual agreement of the Employer and Union, full-time positions can be restructured to accommodate employee requests for flexible work schedules or job-sharing.
3. Part-time employees shall receive all the benefits and are covered by all provisions of this contract except as limited in this contract. Temporary employees shall receive all the

benefits and are covered by all provisions of this contract, except those outlined in Article XXI, Military Service.

4. Part-time employees will be paid an hourly wage rate specified for full-time classifications. Part-time employees shall move into the next higher wage step when the employee has worked the number of full-time equivalent hours for the next pay step.
5. Vacation credit for part-time and temporary employees shall accrue in proportion to total hours worked; however, part-time employees who terminate employment within the first six (6) months of their employment shall not receive payment for accrued vacation credits upon termination.
6. Part-time employees will be given preference ahead of new part-time or temporary employees for work on holiday or vacation relief assignments normally performed by full-time employees. At the conclusion of such relief assignments, they will be returned to their former position as part-time employees.
7. Temporary employees may be hired to fill vacancies resulting from leaves of absence granted to employees under the terms of Article XX, Leaves of Absence.
 - (a) Temporary employees are eligible to be considered to fill posted regular part-time or full time vacancies, and, if transferred to fill a regular vacancy, their date-of-hire as a temporary employee shall become their Employer seniority date.

**Article XXIII
Wages**

Effective July 31, 2016, increase all scales by 3%. (Salaried employees shall receive a 3% increase to their current salary)

February 2017, wage opener to be negotiated jointly with all Guild/DFM units.

February 2018, wage opener to be negotiated jointly with all Guild/DFM unit.

1. Negotiated wage scales shall be as follows:

Operations and Production Positions

1. Paperhandler

Paperhandler

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>
11/22/09	550		627		720		800
07/31/16	567		646		742		824

3B. TSD Electrician

TSD Electrician

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
02/17/14	1120	1160	1200
07/31/16	1154	1195	1236

*See MOA #14

4. Machinist

Machinist (includes former production maintenance mechanics)

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>	<u>6th Yr.</u>
10/05/08	677	720	815	988	1017	1119
07/31/16	697	742	839	1018	1048	1153

7. Electrical and Electronic Maintenance III

Electrician III

		<u>5th Yr.</u>	<u>6th Yr.</u>
10/05/08		1251	1332
07/31/16		1289	1372

Administrative, Business Office, Finance Positions

11. Administrative Aide IV

Dispatch Clerk, Lead Clerk

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	531		581		624		649	670
07/31/16	547		598		643		668	690

12. Administrative Aide III

CIS System Clerk

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	567		609		659		678	712
07/31/16	584		627		679		698	733

14A. Administrative Aide I (A)

Secretary

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	612	655		696		741		791
07/31/16	630	675		717		763		815

14C. Administrative Aide I (C)

Advertising Accounting Clerk, Buyer, Advertising Customer Service Representative, Principal Clerk, Commercial Collector, Senior Research Analyst, Research/Marketing Analyst, Advertising Systems Coordinator, Single Copy Coordinator

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	687	740		791		832		889
07/31/16	708	762		815		857		916

Circulation Positions

26. Inside Circulation Support

Circulation Customer Service Billing Specialist, Circulation OPU Clerk, Circulation Customer Service Representative

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>	<u>48 Mon</u>
10/05/08	567		609		659		678		710
07/31/16	584		627		679		698		731

These wages for part-time CSRs are effective upon completion of call center restructuring

28. District Manager

District Manager

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	749	826		913		1025		1224
09/09/12	702	770		851		948		1132
07/31/16	723	793		877		976		1166

29A. Single Copy Sales Representative

Single Copy Sales Representative

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	699	761		824		879		950
07/31/16	720	784		849		905		979

30. Assistant Circulation Representatives

Assistant District Manager

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>
10/05/08	669	697		749		779
09/09/12	627	653		702		726
07/31/16	646	673		723		748

31. Street Circulator and Single Copy Returns Handler

Street Circulator*

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>
10/05/08	615		652		679		854
07/31/16	633		672		699		880

*See Memorandum of Agreement No. 2

Advertising, Marketing and Pre-Publishing Positions

33. Classified Advertising Sales Specialist

Sales Specialist

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>	<u>48 Mon</u>
10/05/08	534		576		607		651		670
07/31/16	550		593		625		671		690

34. Classified Advertising Contract Sales

Inside Account Executive

	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>18 Mon</u>	<u>24 Mon</u>	<u>30 Mon</u>	<u>36 Mon</u>	<u>42 Mon</u>
10/05/08	612	655		696		741		791
07/31/16	630	675		717		763		815

38. Sale Assistant (Grandfathered)

*Sales Assistant, Advertising Operations Specialist

	<u>42 Mon</u>
10/05/08	920
07/31/16	948

*Scale for incumbents in the job title as of 10/07/07. See Memorandum of Agreement No. 7 for named incumbents

38C. Media Sales Coordinator

Media Sales Coordinator

<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>
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11/22/09	753	776	799
07/31/16	776	799	823

38D. Multi Media Sales Coordinator

Multi Media Sales Coordinator, Digital Retention Specialist

Start

11/22/09	800
07/31/16	824

See Memorandum of Agreement No. 7 for named incumbents as of 10/7/07 and scales of wages

38E. Digital Account Specialist

Digital Account Specialist

Minimum

11/21/13	962
07/31/16	991

39. Grandfathered Employees

Internet Producer, Incumbents named in Memorandum of Agreements No. 6 and No. 8

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>	<u>6th Yr.</u>
10/05/08	739	803	872	967	1062	1292
07/31/16	761	827	898	996	1094	1331

39B. Advertising Account Executive

Advertising Account Executive

Start **2nd Yr.** **3rd Yr.**

11/22/09	776	799	823
07/31/16	799	823	848

Scale below only for Employees hired prior to 11/22/09

10/05/08	832	857	883
07/31/16	857	883	909

Also, see Memorandum of Agreement No. 8 for named incumbents paid at wage scale 39 rates.

39D. Advertising Account Manager

Advertising Account Manager

Start

11/22/09	1058
07/31/16	1090

See Memorandum of Agreement No. 8 for named incumbents paid at wage scale 39 rates.

39F Digital Sales Strategist

Digital Sales Strategist

Minimum

03/31/16	60,000
07/31/16	61,800

41. Special Sections Editor/Creative Services

Special Sections Editor

Start **2nd Yr.** **3rd Yr.** **4th Yr.** **5th Yr.** **6th Yr.**

10/05/08	903	942	976	1010	1108	1306
07/31/16	930	970	1005	1040	1141	1345

46. Designer, Copywriter

*Designer, Advertising Page Designer, Copywriter, Rich Media/Digital Design Specialist, Reporter [advertising products]

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>	<u>6th Yr.</u>
10/05/08	813	874	940	979	1019	1062
07/31/16	837	900	968	1008	1050	1094

Employees in the listed positions prior to 10/07/07 see Memo No. 8 and pay scale 39.

47. Publication Producer

Publication Producer, Insert Operations Producer

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>
10/05/08	805	885	912	941	970
07/31/16	829	912	939	969	999

Employees in the position prior to 10/07/07 see Memo No. 6, pay scale 49 and Memo No. 8 pay scale 39.

48. Production Specialist

Production Specialist

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
10/05/08	967	1007	1038	1071
07/31/16	996	1037	1069	1103

49. Prepress Employee

Prepress employee

	<u>Start</u>
10/05/08	1046
07/31/16	1077

*Minimum 40 hour Scale for employees previously covered by the ITU-CWA

50. Ad Trafficker/Product Analyst

Digital Ad Trafficker, Digital Product Analyst

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>
02/02/10	872	967	1062
07/31/16	898	996	1094

51. Jr. Producer/Developer

Jr. Technical Producer, Jr. Software Developer

	<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>
02/02/10	674	770	866
07/31/16	694	793	892

52. Producer/Developer

Technical Producer, Software Developer

	<u>Minimum Salary</u>
02/02/10	50,000

07/31/16 51,500

53. Sr. Producer/Developer

Sr. Technical Producer, Sr. Software Developer

Minimum Salary

02/02/10 70,000
07/31/16 72,100

54. Technician Trainee

Technician Trainee

Start 2nd Yr.

10/05/08 878 987
07/31/16 904 1017

Rate is 80% and 90% of Technician scale

55. Technician

Technician

Start

10/05/08 1097
07/31/16 1130

57. Digital Search Account Executive

Digital Search Account Executive

Minimum Salary Maximum Salary

06/18/11 45,000 65,000
07/31/16 46,350 66,950

58. Information Technology Specialists

Telecom Specialist, Macintosh Specialist, Sr. Software Engineer, Systems Editor, Network specialist, Network Services Manager*, Special Projects Manager*

Minimum Salary

10/05/08 59,896
07/31/16 61,693

*Named incumbents, see Memo 12

59. Media Transmittal Coordinator

Media Transmittal Coordinator

Start

05/15/12 520
07/31/16 536

*See MOA 13 for grandfathered employees.

Employees paid above the minimum for their experience rating and classification shall receive a general increase at least equal to the negotiated minimum wage increase appropriate to their experience rating and job classification.

2. Any employee who has a scheduled work day starting at 3 p.m. or later prior to a single day off and starts a work day at 8 a.m. or earlier following a single day off where his or her time off period is thirty-two (32) hours or less will receive a \$4.00 bonus.

Article XXIV
General Wage Provisions

1. In the application of the schedules of minimums in Article XXIII, Wages, experience shall include all employment in comparable work. Employees shall be classified as to the job title and experience rating at the time of employment, transfer or promotion except that experience rating for employees transferred within the same classification shall not be reduced.
2. There shall be no reduction in salaries during the life of this agreement, except as provided in other sections of this agreement. However, merit pay for employees who move into a Guild-covered position from an exempt position may be reduced outside of negotiated contract increases.
3. The minimum wage rates established herein are minimums only. Nothing herein shall be construed to alter or modify the right of employees to bargain for individual pay increases - on their own behalf, but the Employer agrees not to bargain with any individual employee for, or to enter into any agreement providing for, a salary less than the minimum set up in this Agreement or less than any salary established between the Employer and the Guild. Individual merit may be recognized by increases above the minimum.
4. Pay for the previous two-week pay period shall be available to employees by direct deposit no later than Friday morning. The employer may change pay dates with thirty (30) days prior notice to employees and the union. The Employer and the Guild will work out details of a transition plan.
5. The job content of each job classification set forth in the Article XXIII, Wages, is contained in the job descriptions.
 - (a) No job content of classifications described in this Section 5 shall be altered, except by mutual agreement of the parties, on a new job description and applicable minimum salary. Should the Employer create a new job, it shall furnish the Union with the proposed job description and the parties shall negotiate a new minimum.
 - (b) The new minimum referred to in Section 5(a) shall be retroactive to the date the new job content is agreed upon.
6. Any employee who works full time in a higher classification shall receive at least the minimum in the higher classification next higher than his or her regular salary while so working.
7. Shift lead pay differential shall be established by the Employer, as follows:
 - (a) Lead pay differential may vary from department to department, but the differential amount shall be the same for all employees receiving lead pay in the same department.

- (b) Lead pay differential is paid only when an employee directs the work of one or more other employees. The sole person on a shift is not considered a shift lead.
- (c) Lead pay differential shall be included in the vacation pay and paid sick leave of full-time shift leads.
- (d) Lead pay differential is paid to partial-shift and substitute shift leads only for the time they work in that capacity.
- (e) Shift leads are members of a department's workforce who have been designated to direct the work of others in addition to, or in the absence of, the department's manager or regular supervisors. They perform their regular work assignments while serving in this role.
- (f) Among the factors considered when selecting a full-time lead person are decision-making ability, interpersonal skills, job knowledge, job-related skills, judgment, leadership, seniority and work performance.
- (g) The Employer may demote employees from lead status and employees may elect to step down from lead status. In either case, lead pay will no longer be paid.

- 8. A commercial advertising sales representative in the Classified Department assigned to cover a second desk because of an absence shall be paid a desk relief differential of ten dollars (\$10) for a full shift and five dollars (\$5) for a half shift (four hours minimum). If more than one representative shares coverage of a second desk, no differential shall be required.
- 9. Junior, Intermediate, and Senior Technical Producer and Web Software Developer Positions
 - a. Transition from Junior to Intermediate Positions – It is expected that employees hired in Junior level positions will advance to the Intermediate level positions provided they obtain the skills required for Intermediate level positions. The Employer agrees to offer training opportunities to employees in Junior positions to enable those employees to obtain the skills needed to advance to an Intermediate position and also encourages employees to take steps on their own initiative to develop their skills. Failure to obtain the required skills will be just cause for progressive discipline, up to and including discharge.
 - b. Transition from Intermediate to Senior level Positions – There is no automatic transition from Intermediate to Senior level positions. In order to advance to a senior level position, the employee must have demonstrated the skills and abilities required for a Senior-level position and must be required by management to perform the duties of a Senior-level position.

Article XXV
Expenses and Equipment

- 1. The Employer shall pay all authorized legitimate expenses incurred by the employee in the service of the Employer.
- 2. Employees making their personal automobiles available for use at the authorization of the Employer shall be reimbursed for all business miles at the IRS rate less 15 cents per mile.
 - (a) Each employee being reimbursed under Section 2 shall provide the minimum automobile liability, personal injury protection and uninsured/underinsured motorist coverage as required by the State of Colorado. The Employer shall receive in a timely manner proof of insurance coverage and shall be notified immediately by the employee if the employee becomes uninsured.

3. Necessary working equipment shall be provided by the Employer who shall be the sole judge of need for the equipment.
4. Electricians and machinists shall be compensated for the loss or damage to personal tools used on the job, provided the need for such tools and the adequacy of the tools are discussed with the maintenance manager before they are brought into the workplace and the loss was not a result of carelessness in their security or abuse.
5. Effective the later of ratification or July 1, 2016, where free parking is not made available by the Company, employees who are required by the Company to make their personal automobile available for work shall pay half of the monthly parking rate charged to other employees at such location.

Article XXVI Job Sharing

1. With the mutual agreement of the Employer and the Union, any two employees may, upon request, share a full-time job, either temporarily or indefinitely, under the following conditions:
 - (a) The request to share a job is made in writing to the immediate supervisor of the employees making the request, who shall refer it to the Human Resources Department and executive in charge of the department involved for consideration. Job shares shall be approved unless there are legitimate operational reasons to do otherwise.
 - (b) For each job share, an agreement shall be executed which shall state the specific understandings regarding benefits, work assignments, schedules and other conditions as they apply to each participant in the job share. The job share agreement shall be in writing and must be approved by the Senior Vice President of Human Resources, the Union and each participant in the job share.
 - (c) Only one participant in a job share shall be eligible to receive health insurance, dental insurance and those other benefits associated with full-time employment that cannot be shared by the participants on a pro-rated basis determined by hours regularly worked. The participants in each job share eligible for non-shared benefits shall be designated in the job share agreement. For short-term or long-term disability or any life insurance (basic and supplemental), which includes AD&D, because these plans require full-time employment and certain number of hours worked each week in order to qualify, it is possible neither employee will be eligible for such coverage. Benefits, which shall be shared on a pro-rated basis, include sick leave, vacation, holidays and any other benefit that can be pro-rated. Eligibility for participation in the 401(k) Plan and the pension plans shall be governed by the requirements of the respective Plans.
 - (d) The combined job share schedule shall conform to the provisions of Article XIV, Hours of Work and Overtime, concerning the length of a workday and a work week . Both participants in the job share may be scheduled to work separate hours on the same day without requiring overtime for either normal shift, provided their combined schedule for the work day or week does not exceed the provisions of Article XIV, Hours of Work and Overtime, as previously referenced. Exceptions to this rule may be granted by the mutual agreement of the Employer and the Union to meet occasional extraordinary needs.
 - (e) A shared job shall be treated as one (1) full-time position, and job sharing shall not result in fragmenting full-time jobs into permanent part-time jobs or in the elimination of jobs.

(f) A job share agreement may be terminated by the Employer with four (4) weeks' notice or by mutual agreement of the participants, provided the Employer is able to satisfy the employment preferences of both employees without creating additional positions in the department.

(g) If one participant in a job share terminates employment or transfers to another position in the department or elsewhere in the company, the other participant may: (1) seek a new partner, subject to the mutual agreement of the Employer; (2) fill the position on a full-time basis; (3) fill a part-time position if one is available; or (4) terminate employment.

(h) Current employees may request to share their job temporarily, understood to mean a period of one (1) year or less that is specified at the outset of the job share, to accommodate special circumstances. At the end of such period, the full-time job shall be returned to the employee who initially held the position. The job share agreement shall contain options for continued employment, if any, for the other employee.

(i) Temporary employees may be hired to share a job for up to one (1) year in accordance with the provisions of Article XXII, Part-time and Temporary Employees, Section 1, subsections 1, b and c.

(j) If one employee requests a job share, the Employer may hire a part-time employee to participate in the shared job.

Article XXVII Miscellaneous

1. Union Matters

(a) Bulletin Boards: The Employer agrees to provide bulletin boards suitably placed for the exclusive use of the Guild. Maintenance of locks shall be the responsibility of and at the expense of the Guild.

(b) Union Business: Except as provided in this agreement, members and/or administrative agents of the Guild shall not conduct union business with employees on Employer time where such business interferes with the timely completion of work.

(c) Union Contract and Pension Plan: The Employer shall provide each present employee within the bargaining unit and all employees hired within the unit after the signing of this contract with a copy of this contract and, upon request, a copy of the Summary Plan Description of the appropriate Pension Plan.

2. No employee shall be assigned to any aircraft flight over his or her objection. For those employees who are assigned to aircraft flights, the Employer shall provide not less than \$100,000 accidental death insurance protection.

3. Personnel files: The Employer shall furnish to the employee and the Guild (unless the employee requests that a copy not go to the Guild) a copy of any criticism or commendation, when such document is retained by a department head or supervisor or the Human Resources Department. Supervisors shall be responsible for notifying the employee any time such statements or notes are placed in his or her file. The employee shall be allowed to place a reply to any such statement or documents in his or her file. An employee shall have the right to examine his or her file or files at reasonable times. Statements of department policies shall be in writing and posted on department bulletin boards.

4. Production Technical Services Sub-Department :
 - (a) Production TSD Training: In the Production TSD sub- department, new employees may, at the option of the Employer, be placed on the day shift for ninety (90) days for the purpose of training. Such period may be extended by mutual agreement.
 - (b) The manager shall determine training needs of electricians on new and/or modified equipment and, when required, shall determine the means and method of providing such training, including changing the work schedule of the employee who is being trained to accommodate such training.
 - (c) Duties and Layoff: The Employer and the Union agree that Electrician IIIs and TSD Electricians may be assigned any electrical production and maintenance work the employee is trained and qualified to perform.

5. Communication Committee: The Employer and the Union agree to the creation of committees for the purpose of communication or resolution of issues of mutual interest. The parties understand such committees will be advisory and consultative in character, and shall not be used for discussion of contract interpretation or alleged violations of the contract, nor as grievance committees. Each party shall appoint a reasonable number of members to the committee. Either party may request a meeting in writing, specifying the subject(s) desired to be discussed. Such committees shall be dissolved by mutual agreement upon the conclusion of discussions on each issue.

6. The Employer and the Guild shall maintain a joint human rights committee consisting of four (4) members representing the Employer and four (4) members representing the Guild. Its purpose shall be to give guidance in establishing programs to recruit, train, hire and promote those who may have been or who are now being denied work opportunities in the newspaper industry. It will meet at reasonable times and places by mutual agreement, but not less frequently than quarterly, shall pick its own officers and organize itself.

Article XXVIII
Hazardous Conditions, Safety and Work Environment

1. Hazardous Conditions: No employee shall be required to work at the unusual risk of injury, disease or death.
 - (a) An employee assigned to work shall be provided with all protection and protective devices the employer deems essential to the assignment.
 - (b) Employees assigned to work within areas of riot or civil commotion shall be covered with \$100,000 accidental death and dismemberment insurance protection. Benefits shall be payable only in cases caused by riot or civil commotion.
 - (c) Employees assigned to work within areas of riot or civil commotion shall be reimbursed for loss or damage to personal property. It is understood there shall be no duplication of benefits under this clause.

2. Safety and Work Environment:
 - (a) The Employer agrees to furnish at all times a healthful, sufficiently ventilated, properly heated, properly lighted, reasonably quiet, clean and uncrowded area that meets safety

requirements established by law for the performance of all work. The employee shall assist in maintaining clean and healthful rooms in which to perform all duties.

(b) Three Guild representatives and three Employer representatives shall be appointed as a safety committee to meet monthly or on call of any two members to discuss safety matters or implementation of this section. The Employer shall review all recommendations of the safety committee.

Article XXIX Drug and Alcohol Policy

1. The unlawful manufacture, distribution, dispensation, sale, possession or use of a controlled substance during the Employer's time, on Employer premises, in Employer vehicles or at other work sites where employees may be assigned is prohibited.

The following is a partial list of controlled substances: (1) narcotics (heroin, morphine, etc.); (2) cannabis (marijuana, hashish); (3) stimulants (cocaine, etc.); (4) hallucinogens (PCP, LSD, designer drugs, etc.).

2. The possession, dispensation, distribution, sale or use of alcoholic beverages or marijuana during the Employer's time, on Employer premises, in Employer vehicles or at other work sites where employees may be assigned also is prohibited. A first offense of use or possession for use is not just cause for discipline greater than a first-stage written disciplinary warning. Except for use, an employee determined to be in violation of Sections 1 or 2 is subject to disciplinary action, up to and including discharge.
3. For the first offense of the use or being under the influence of illegal drugs, marijuana or alcoholic beverages on Employer premises, vehicles or work sites, the employee will be required to undergo an evaluation by the Employer's Employee Assistance Program (EAP) and to complete in its entirety whatever course of action the EAP shall direct, which may include random testing by a Substance Abuse Professional (SAP), at the direction of the EAP for no longer than one year. The employee agrees to release information to the Employer and Union about compliance. Nothing in this paragraph prohibits the Employer from disciplining an employee for cause up to and including discharge.
4. Employees undergoing prescribed medical treatment with a drug that may affect performance are urged to report this treatment to Employee Health Services. The use of these drugs as part of a prescribed treatment program is not a violation of this policy, but such use of a drug by an employee while performing Employer business or while in any Employer facility is prohibited if such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Employer. The employee may be required to use sick leave, take a leave of absence or comply with other appropriate action determined by a physician.
5. Any employee who is convicted under a criminal drug statute for a violation of law occurring in the workplace or who pleads guilty or nolo contendere to such charges must notify the Employer within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, including discharge. Employees convicted or who plead guilty or nolo contendere to such drug-related violations are subject to disciplinary action up to and

including discharge and/or mandatory attendance and successful completion of a drug abuse assistance or similar program as a condition of continued employment.

6. The Employer will make available information about community resources or assessment and treatment. In addition, the Employer will provide supervisors training to assist in identifying and addressing controlled substance use by employees.
7. Under its benefits program, the Employer will provide confidential counseling and health care programs for employees and their families who seek treatment of problems related to drugs or alcohol, Employees receiving help from the EAP or other recognized professional treatment sources may do so without jeopardizing their employment. Participation in treatment programs will not restrict enforcement of this policy or any employee's obligation to comply with it. Employees who use the EAP of their own volition may do so with complete confidentiality. Information on contacting the EAP is available from the Human Resources Department, Employee Health Services or the Union.
8. To ensure the safety of the work place and the work force, the Employer will take the following steps:
 - (a) Whenever there is probable cause to believe that use of illegal drugs is adversely affecting fitness for duty, the Employer will require an employee to submit to a test for determining use of illegal drugs.
 - (b) Whenever there is probable cause to believe that use of alcohol or marijuana is adversely affecting fitness for duty, the Employer may require an employee to submit to a test for determining the use of alcohol or marijuana.
 - (c) "Probable cause" shall include the facts and circumstances of any incident or observation, including, but not limited to, behavioral indicators of possible alcohol or drug use affecting fitness for duty and may also include employee involvement in an accident, if the accident results in the following:
 - (1) A fatality;
 - (2) A bodily injury to a person, who as a result of the injury immediately receives medical treatment away from the scene of the accident; or
 - (3) Property damage that results in significant financial loss to the Employer.In such situations, the Employer will require the employee to immediately submit to drug and/or alcohol testing and to agree to grant permission to any medical treatment provider and any hospital or other medical treatment facility to perform such testing if the employee receives immediate medical treatment away from the scene of the accident.
 - (d) No employee may be requested to submit to such testing without the prior authorization of one vice president of the Employer based on the information provided by the supervisor or manager. Authorization will not be given without probable cause.
 - (e) Refusal to submit to a test will be handled in the same manner as a positive test.
 - (f) Employees required to be tested for use of drugs and/or alcohol will be dismissed for the remainder of the shift. If the test proves to be negative, the employee shall be compensated by a full day's or night's pay.
 - (g) The first-time positive results of testing indicating use of a controlled substance or alcohol shall be used to encourage appropriate rehabilitative measures. The Employer will require the employee to consult with the Employee Assistance Program (EAP). Disciplinary steps may be taken or discharge may result from further positive testing. Nothing herein prevents the Employer from disciplining employees for just cause.

- (h) Reasonable accommodation for rehabilitation and return to work will be made unless the employee would be in imminent danger of injury.
- (i) Employees may use available vacation or floating holidays while awaiting release to work from the EAP.

Article XXX
No Strike

1. The Union and employees agrees they will not authorize, ratify or condone any work stoppage, including strikes, sympathy strikes, wildcat strikes or sit-downs during the term of this Agreement. In the event of any work stoppage described herein, the Union will immediately use its authority and best efforts to cause prompt resumption of work. The Employer agrees not to lock out the Union and employees during the term of this Agreement.
2. No employee to whom this contract is applicable shall be required to take over the duties of any employee in another department of the Employer or any other newspaper in the event of a labor dispute in such other department or newspaper

Article XXXI
Management Rights

Subject to the terms of this Agreement, the Employer is vested with the management of the business, the operation of departments covered by the collective bargaining agreement and the authority to execute all the various duties, functions and responsibilities incident thereto. The Employer reserves and retains solely and exclusively all of its normal, inherent and common-law rights to manage the business.

Article XXXII
Duration and Renewal

1. This agreement shall commence on July 31, 2016, and expire on July 31, 2019.
2. This Agreement shall be binding upon the parties hereto, their successors, administrators, lessees and assigns. In the event the Employer sells, transfers, leases or assigns the business, a function of the business or any part of its operation, the Employer agrees that it shall give written notice of this Agreement and of all the clauses contained herein to any prospective purchaser, transferee, lessee or assignee. The Employer agrees that all obligations of this Agreement shall become a condition of any sale, transfer, lease or assignment. A copy of such written notice shall be furnished to the Union not less than ten (10) days prior to the effective date of sale, transfer, lease or assignment.
3. At any time within nine (9) months immediately prior to the expiration date of this agreement, the Employer or Union may initiate negotiations for a new agreement.
4. The Employer will comply with the Federal WARN Act, if applicable, regarding any notice of closure of operations.

[Signature page follows.]

ACCEPTED AND AGREED:

FOR THE UNION:

Paulette J. Shrefler
Laurie A. Faliano
Kathy Rudolph
Cecilia K. Newton
Theresa K. Burt
Cheryl L. Schmid
Kelly Mortensen
Steven J. Wielgosz
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Brian Trujillo

Date signed: August 16, 2016

MEMORANDUM OF AGREEMENT NO. 2
Concerning Single Copy Sales

The Employer has adopted an independent contractor system for Single Copy Sales. Therefore, the parties agree this is the sole exception to the Preamble and Jurisdiction sections of this contract.

Effective on January 21, 2001, work performed by employees delivering single copy editions of The Post was shifted to independent contractors under the following conditions.

Single Copy Sales employee positions will remain under the jurisdiction of the Guild.

Upon implementation of the Employer on January 21, 2001, Single Copy Sales Representatives previously at The Post and Street Circulators previously at the News were offered a buyout.

Full-time Single Copy Sales Representatives formerly employed at The Post:

- (a) Will not be laid off for the duration of this contract
- (b) May not at any time be laid off for the purpose of subcontracting work
- (c) May be transferred to other positions within the Employer that they are able to perform
- (d) Will, in the case of transfer, remain in their Single Copy Sales wage classification or move to the wage classification of their new position, whichever is greater
- (e) Will be offered a buyout again to each individual prior to any transfer

Current Single Copy Sales Street Circulators formerly employed at the News may remain in their current positions as long as they are employed at the Employer.

Part-time Single Copy Sales Spotter and Assistant Single Copy Sales Representative positions will first be reduced through attrition.

Part time single copy sales employees:

- (a) May transfer to open jobs for which they are qualified
- (b) Will be given first consideration by seniority for open single copy sales distributorships
- (c) If laid off, shall be paid a minimum of one week of salary for each year of continuous service as severance. Severance shall be based on the average number of hours per week the employee has worked in the previous 26 weeks.

ACCEPTED AND AGREED:

FOR THE UNION:

Laurie Faliano
Kathy Rudolph
Tracy Simmons
Tony Mulligan

FOR THE EMPLOYER:

Carol Green
Missy Miller
Kathy Maaliki
Judi Patterson
Bill Reynolds
Rich Bradley
Stan Yoshida

Date signed: April 4, 2008

MEMORANDUM OF AGREEMENT NO. 3
Concerning Single Copy Sales Representatives

The following full-time Single Copy Sales Representatives shall receive the wage of \$1,087 per week beginning on the Sunday following ratification of this agreement. Effective September 10, 2014, those employees shall receive the wage of \$950 per week (pay classification 29A). :

Case, Douglas D.

Sinclair, Robert M.

ACCEPTED AND AGREED AS AMENDED

FOR THE UNION:

Michelle Miller
Paulette Shrefler
Samuel Johnson
Laurie Faliano
Kathy Rudolph
Maureen Shively
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Rich Bradley
Bernie Gitt
Tom McCarthy
Larry Charest

Date signed: October 16, 2012

MEMORANDUM OF AGREEMENT NO. 6
Creating New Pre-Publishing Department

1. Pre-Publishing Department: This agreement shall govern the terms and conditions of the agreement of the Denver Newspaper Guild (“Guild”), the Denver Typographical Union Local 49 (“Typographical Union”) and the Employer to transfer certain job functions from the Prepress Shared Work Department (“Prepress Department”), formerly represented by the Typographical Union, into the Pre-Publishing Department, which shall become represented by the Guild effective with the implementation of the Guild and Typographical Union collective bargaining agreements on October 7, 2007. The parties agree that the Denver Typographical Union has withdrawn from the former Prepress Shared-Work Department and that most of its functions have been assigned to a new Pre-Publishing Department, represented by the Guild.
 - (a) Job titles assigned to the Pre-Publishing Department (as of October 7, 2007) shall be:
 - (1) Designer
 - (2) Copywriter
 - (3) Advertising Sales Assistant
 - (4) Senior Sales Clerk
 - (5) Publication Producer
 - (6) Dispatch Clerk
 - (7) Lead Clerk
 - (8) Advertising Receptionist
 - (9) Production Specialist

The same or similar job titles as those named in the list in 1-9 above in the Creative Services Department in the Marketing Division and in other departments that are not included in the Pre-Publishing Department shall be excluded from this Agreement.

- (b) Transferred employees will work under all terms and conditions of the Guild contract, unless different terms are specified in this agreement. They will be paid wage rates bargained by the Guild, and no incumbents will have a reduction in their base hourly rate as a result of this Agreement being put into effect.
2. Definitions:
 - (a) “Attrition A List” employees are those named in Attachment A to this Memorandum of Agreement. The terms and conditions of their employment security are described in Attachment A.
 - (b) “B List” employees are those named in Appendix B of the former Typographical Union contract. They are not named on the Attrition A List and were hired or transferred into the Typographical Union on or before March 31, 1994. B List employees are named in Attachment B to this Memorandum of Agreement.
 - (c) “C List” employees are those referred to in Article XXIX, Shared-Work Employment Security, Section 2, Paragraph H, of the former Typographical Union contract (they have been previously known as “Section 2.H List” employees). They were not listed in either the Appendix A or B Lists of the former Typographical collective bargaining agreement but were hired on or before March 31, 1994. These employees are named in Attachment C to this Memorandum of Agreement.

3. Job Guarantees for Attrition A List employees:
 - (a) The Employer will honor existing job guarantees as specified in the Typographical Union contract for Attrition A List employees (Post and News). All provisions in the Typographical contract relating to Attrition A List employees, including their job security, retirement and retirement benefits, are hereby transferred into the Guild contract. All parties to this Agreement agree that these provisions will continue through succeeding contracts, until the last employee on the Attrition A List leaves employment, and will not be changed.
 - (b) The Attrition A List job guarantees that will be honored under this Agreement are included in Attachment A, where they were transferred from the former collective bargaining agreement between the Employer and the Denver Typographical Union.
 - (c) The medical benefits provided in predecessor agreements for Attrition A List retirees (Post and News) and described in Attachment A to this Memorandum will continue to be honored by the Employer.

4. Rights of Attachment B and C Employees: In recognition of the inclusion of the former Prepress Shared-Work Agreement in the predecessor collective bargaining agreement effective January 21, 2001, the Employer agrees that each of the former members of the Typographical Union who are named in Attachments B and C to this Memorandum will be offered continued full-time employment by the Employer until he or she (1) dies, (2) resigns, (3) retires, (4) becomes totally and permanently disabled, (5) is discharged for cause, or (6) is laid off with the severance pay amount provided in Section 11.A. below.
 - (a) This Section 4 shall continue in force through succeeding collective bargaining agreements for the employees named in Attachments B and C to this Memorandum unless changed by mutual agreement between the Employer and the Union.

5. Typographical Union benefits entitlements:
 - (a) Employees transferred from the Prepress Department into the Pre-Publishing Department shall continue to accrue, without interruption, the companywide seniority and department seniority (priority) previously established.
 - (b) Pension: Those Prepress Department employees transferred into the Pre-Publishing Department will continue to be participants in the DNA-Typographical Union Employees Pension Plan, according to the terms of the Plan, which will be amended to enable the continuation of their active participation. Pension contributions on their behalf at the current rate will continue up to December 31, 2012, at which point they will cease to accrue future service credits in the DNA-Typographical Union Employees Pension Plan. (In the event the DNA-Typographical Union Employees Pension Plan is merged into the Negotiated Pension Plan (NPP) before December 31, 2012, these contributions on their behalf shall cease earlier than December 31, 2012, at the time other means are adopted by the parties to ensure that future service credits for them will be provided for under the NPP or Guild International Pension Plan without interruption, in accordance with the provisions of the appropriate International pension plan and by mutual agreement of the Employer and the Union).
 - (1) These transferred employees will not participate in the DNA-Denver Newspaper Guild Pension Plan.
 - (2) Contributions will be made by the Employer on their behalf after October 7, 2007, into the Guild International Pension Plan in the same amounts as for other Guild-covered employees.

6. Involuntary Layoff Procedures after Completion of the Pre-Publishing Department: In the event of involuntary staff reductions, after staff reductions because of the creation of the Pre-Publishing Department and after employees have been assigned in the Department, the procedures in the Guild contract in Article VII, Employee Security, Section 4 shall apply, resulting in the least senior employee being laid off.
 - (a) For any layoffs occurring after implementation of the collective bargaining agreement on October 7, 2007, the seniority lists including former Typographical Union and Guild-covered employees in the affected job titles will be dovetailed into one seniority list, ranked by department seniority (priority).
 - (b) For two groups formerly represented by the Typographical Union, (1) B List employees and (2) C List employees, the following procedures shall apply:
 - (1) If an employee on the B List or C List is the most junior employee in a Pre-Publishing job title in which layoffs are occurring, before that employee is laid off, he/she may, if qualified on a regular and continuing basis, elect to move into another Pre-Publishing job for which he or she is qualified (as determined by the Employer) and displace an employee with less companywide seniority.
 - (2) Alternatively, instead of laying off the employee, the Employer may assign that employee to perform work in another job title or area of the company inside or outside of Pre-Publishing for which the employee is qualified (as determined by the Employer) on a regular and continuing basis. If the employee refuses the transfer at the time it is offered, the employee may resign with severance pay as applicable in Section 7 below.
 - (3) If an employee is transferred to another position that has a lower wage scale than the employee is paid, the employee's current wage will be frozen until the lower wage is greater, at which time, the employee will receive future wage increases.
 - (4) If there is no other work for which the employee is qualified, or if there is no available vacancy in a position for which he or she is qualified, the Employer may lay off the employee.
 - (5) Severance pay for any B List or C List employee so laid off is provided in Section 7 below.
 - (6) Severance pay for any employees transferred from the Prepress Shared-Work Department who are not named in Attachment A, B or C List is provided in Section 7 below.
7. Severance Pay upon Involuntary Layoff after Completion of the Pre-Publishing Department:
 - (a) Severance pay for any B List or C List employees laid off shall be 44 weeks' pay, less taxes, at the base pay scale the employee was paid under the Typographical Union contract as of October 6, 2007. This amount of severance shall be paid without regard to the employee's tenure at the company.
 - (b) Severance pay for any employees who not named in Attachment A, B or C who are laid off shall be one week's pay for each six (6) months of continuous full-time service, or major fraction thereof, up to a maximum of 26 weeks' pay, less taxes. Such pay shall be at the highest base rate in effect in the previous year.
 - (c) The procedures described in Section 10 above and severance pay described in this Section 7 shall remain in effect for any involuntary layoffs during the term of this Agreement.
8. Voluntary Workforce Reduction Incentive Benefits: From time to time, the Employer may offer Voluntary Workforce Reduction Incentive Benefits programs. These programs shall

be available to employees listed on Attachment A, and/or Attachment B and/or Attachment C and/or to employees not on the Attachment A, B or C Lists who may wish to voluntarily accept permanent separation during a reduction in staff.

(a) Employees listed in Attachment A under the age of 62 when they terminate employment under this program shall relinquish all rights and benefits to which they are otherwise entitled under Attrition Articles XX or XXI of the former Typographical Union collective bargaining agreement (adopted herein and included in Attachment A). Employees on the Attachment A Attrition List who are age 62 or older when they terminate employment under this program shall retain all rights and benefits to which they are entitled under Attrition Articles XX or XXI of the former Typographical Union contract (included in Attachment A).

(b) The Voluntary Workforce Reduction Incentive Benefits for employees on the Attachment A Attrition List who terminate employment before reaching age 62, and for all Attachments B and C employees shall include an amount of consideration determined at the Employer's discretion, but no less than the following:

- (1) Twenty-one thousand dollars (\$21,000) in cash, less applicable taxes, payable either (1) in one lump sum upon separation, or (2) in twenty-four (24) equal payments on the first of each month beginning with the first month following separation.

And the employee's choice of (2) or (3), below:

- (2) Continued health care coverage for up to eighteen (18) months (a choice of any medical plan offered by the Employer, as available under terms of the collective bargaining agreement at the time of separation) with the same employer contribution toward monthly premiums as provided for those members of the bargaining unit still employed by the Employer at that time,
- (3) The cash equivalent of the Employer contributions for that period, in lieu of insurance coverage, payable in one lump sum, less applicable taxes.

(c) The Voluntary Workforce Reduction Incentive Benefit for employees on the Attachment A Attrition List who terminate employment in response to an announced reduction in force as referenced in Section 10, upon reaching age 62 or older shall be an amount of consideration determined at the Employer's discretion, but no less than the following:

- (1) Twenty-seven thousand five hundred dollars (\$27,500) in cash, less applicable taxes, payable in one lump sum upon separation.

(d) Employees on Attrition A List who wish to terminate employment at their discretion when no reduction in force is in effect, shall receive fifteen thousand dollars (\$15,000) in cash, less applicable taxes, payable in one lump sum upon separation.

(e) It is understood and agreed that this in no way shall be construed as changing Article XX or XXI of the collective bargaining agreement of the Typographical Union, adopted in Attachment A to this Memorandum of Agreement.

9. Notwithstanding anything in the collective bargaining agreement or any letter of understanding or other agreements between the Employer and the Union, including without

limitation this Memorandum of Agreement No. 6 to the contrary, no employee permanently separated under this Memorandum shall have any further right to employment or re-employment with the Employer, nor have any further right to or be entitled to or be eligible for any compensation, benefits, or other remuneration under the collective bargaining agreement or this Memorandum except those benefits to which such employee may be entitled under this Memorandum and under the pension plans at the time of termination. Each employee to be permanently separated must sign the requisite waivers and releases in order to be entitled to the payments and benefits described above.

- (a) Employees specified in this Section 13 are as follows:
 - (1) Employees on the Appendix A Attrition List of The Post, and
 - (2) Employees on the Appendix A Attrition List of the News, and
 - (3) Employees on the Denver Newspaper Agency Appendix B List, and
 - (4) Any employees described in Attachment C.

- 10. In the event of the death of an employee who has accepted permanent separation, any unpaid monies that would have been paid to the employee under Sections 11 and 12 of this Memorandum shall be paid over to his/her designated beneficiary or, if none, to his/her estate.

- 11. Wages: Wages for employees transferred from the Typographical Union into the Guild under this Agreement are provided for the respective job titles into which they are transferred in Article XXIII, Wages.
 - (a) The wages and hours of employees who transferred from the Typographical Union into the Guild will be adjusted to the new 40-hour work week effective October 7, 2007. Pay scales relating to their assignment to positions in the Pre-Publishing Department will become effective upon the completion of the Transition Period.
 - (b) The Employer and the Union agree that, during the term of this Agreement, the pay scale for the positions of Senior Sales Clerk and Sales Assistant will be evaluated, depending on the evolving scope of responsibility of these positions in the Pre-Publishing Department.

- 12. The terms and conditions of Attrition A List job guarantees, as well as the names of employees holding these guarantees, including both former Denver Post and Rocky Mountain News employees on those lists, as adopted by the Denver Newspaper Agency, are in Attachment A to this Memorandum of Agreement.

- 13. The names of employees holding former Appendix B job guarantees are in listed in Attachment B to this Memorandum of Agreement.

- 14. The names of employees holding former Section 2.H job guarantees are listed in Attachment C to this Memorandum of Agreement.

ACCEPTED AND AGREED:

FOR THE UNION:

Laurie Faliano

FOR THE EMPLOYER:

Carol Green

Kathy Rudolph
Donald R. Waller
Mark Merritt Jr.
John R. O'Neill
Tracy Simmons

Missy Miller
Kathy Maaliki
Judi Patterson
Bob Kinney
Jodi Romero

Date signed: April 4, 2008

ACCEPTED AND AGREED AS AMENDED

FOR THE UNION:

Michelle Miller
Paulette Shrefler
Samuel Johnson
Laurie Faliano
Kathy Rudolph
Maureen Shively
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Rich Bradley
Bernie Gitt
Tom McCarthy
Larry Charest

Date signed: October 16, 2012

ATTACHMENT A
TO MEMORANDUM OF AGREEMENT NO. 6

Typographical Union Attrition List Provisions
And
Names of Employees on the Attrition A List
And
Medical Benefits for Attrition A, B and C Lists

This Attachment A contains provisions concerning the Attrition A List job guarantees and medical benefits for early retirees that were adopted from the collective bargaining agreement between the Denver Newspaper Agency ("Employer") and Denver Typographical Union Local 49 ("Typographical Union") effective January 21, 2001. In consideration for transfer of certain employees formerly covered by the Typographical Union, these provisions are adopted in the collective bargaining agreement between the Employer and the Denver Newspaper Guild that becomes effective October 10, 2007. These provisions will continue through successive collective bargaining agreements.

From The Typographical Union Collective Bargaining Agreement:

ARTICLE XX
ATTRITION FOR THOSE EMPLOYEES COVERED BY
THE APPENDIX (A) ATTRITION LIST AT THE DENVER POST

In order to provide security to the employees of The Denver Post transferring to the Newspaper Agency Denver and to provide a reasonable transition from present composition systems to future composition systems, the parties make the following agreements:

It is agreed that apprentices employed on or before August 5, 1972, and journeymen with a priority date on or before August 5, 1972 (see Appendix A) shall not lose their situations unless forced to vacate same through retirement, resignation, death or discharge for cause. It is agreed, therefore, that in exchange for this attrition agreement, the Employer may use such equipment and processes in a manner which, in the Employer's judgment, best suits the Employer's operation.

When Retail Display Advertising copy is inputted via VDT or CRT by employees not covered by this agreement, all required markup of such work shall be performed by employees covered by this agreement. It is further agreed by the parties that employees shall maintain sufficient keyboarding skills to perform the required work in the composing room, keyboarding skills to be defined as the operation of any device having a keyboard.

However, in case a strike, lockout or "act of God" results in a period of temporary suspension of the Employer's composing room operation, this agreement will be suspended for such period of temporary suspension of the operation only.

In the event of a severe economic downturn, the parties to this agreement will meet for purposes of determining what appropriate action shall be taken as it relates to this agreement.

After January 1, 1983, during the term of this contract, the Employer may, at its sole discretion, announce programs designed to stimulate offers to terminate by those on the Appendix A list (hereinafter "Guaranteed Employees"). The Employer will have the right to set the terms and conditions, the duration of the program and the number of termination offers by Guaranteed Employees it will accept. Provided, offers to terminate are completely voluntary on the part of the Guaranteed Employee, and the Employer's acceptance shall be in priority order in the event the offers exceed the desired number of terminations. It is understood and mutually agreed that full disclosure of the facts concerning such offers and the results shall be given the Union by the Employer. It is further agreed that such offers shall contain not less than the terms offered during November and December 1981, but the Supplemental Retirement Plan will be offered first.

This agreement shall continue in force through succeeding agreements for the named employees unless changed by mutual agreement between the parties.

SUPPLEMENTAL RETIREMENT BENEFITS

1. Eligibility. A Supplemental Retirement Benefit shall be provided to active employees who are represented by the Union as employees of The Denver Post on April 1, 1973, of whom the remaining active employees on the date of implementation of the Agency subsequently will be transferred to The Denver Newspaper Agency. These employees are identified in Appendix A (Denver Post) of the collective bargaining agreement. To be eligible for this Supplemental Retirement Benefit, an employee must retire between the ages of 62 and 65. It is understood that this period shall not exceed thirty-six (36) months, beginning at age 62, and that all payments shall be in the amount of \$1,035 per month.

2. Pension Plan Amendment. The Denver Typographical Union No. 49 Newspaper Pension Plan has been amended to provide that the Supplemental Retirement Benefit shall be paid through the Pension Plan in the amount of \$1,035 per month and shall be funded by contributions paid by the Employer.

3. Funding. The Employer shall at its sole discretion elect the appropriate funding method. The Employer shall pay on October 1 of each year the amount determined by the Plan actuary to fund Plan benefits under the Agreement, for a duration not to exceed fifteen (15) years from October 1, 1995.

4. Survivor Benefits. Survivor benefits for the Supplemental Retirement Benefit shall be determined by the terms of the collective bargaining agreement and the Pension Plan.

5. Fees. The cost of legal and actuarial fees attributable to implementation of this Agreement and amendment of the Pension Plan shall be paid by the Plan.

6. Separability. If any portion of this Agreement shall be construed or found to be contrary to any state or federal statute, the parties agree to meet to resolve that portion, and the remainder shall continue in force.

HOSPITALIZATION AND LIFE INSURANCE BENEFITS

Any employee covered by the attrition agreement retiring on or after their 62nd birthday, but prior to his or her 65th birthday, will be granted the following considerations: full group life insurance coverage as provided for other employees in this agreement, until the first of the month following the employee's 65th birthday. The Employer also agrees to provide the same hospitalization coverage for such retirees as provided elsewhere in this agreement for those employees still working at the trade. Early retirees under the above provision shall, upon reaching age 65, be granted the same hospitalization coverage as provided present employees 65 years of age and over working at the trade, under terms of this agreement, for the life of the retiree.

In addition to the above, present employees 65 years of age and over on the attrition list, upon retirement, will receive the same hospitalization coverage provided such employees still working at the trade, under terms of this agreement, for the life of the retirees.

Employees are entitled to the Supplemental Pension Payments as provided for in the Memorandum of Agreement signed by the parties October 2, 1995, and the amendment to the Denver Typographical Union No. 49 Newspaper Pension Plan signed November 15, 1995.

If a retiree reestablishes his or her priority in the plant of an employer signatory to this agreement after retiring and receiving benefits under this section, he or she will forfeit all of the above supplemental benefits.

ARTICLE XXI
ATTRITION FOR THOSE EMPLOYEES COVERED BY THE
APPENDIX (A) ATTRITION LIST AT THE DENVER ROCKY MOUNTAIN NEWS

In order to provide security to the employees of the Denver Rocky Mountain News transferring to the Denver Newspaper Agency on the date of implementation of the Agency, and to provide a reasonable transition from present composition systems to future composition systems, the parties make the following agreements:

It is agreed that Apprentices employed on or before August 5, 1972 and Journeymen with a priority date on or before August 5, 1972 (see Appendix A) shall not lose their situations unless forced to vacate same through retirement, resignation, death or discharge for cause. It is agreed, therefore, that in exchange for this Attrition Agreement, the Employer may use such equipment and processes in a manner which, in the Employer's judgment, best suits the Employer's operation.

When Retail Display Advertising copy is inputted via VDT or CRT by employees not covered by this agreement, all required markup of such work shall be performed by employees covered by this agreement. It is further agreed by the parties that employees shall maintain sufficient keyboarding skills to perform the required work in the composing room, keyboarding skills to be defined as the operation of any device having a keyboard.

However, in case a strike, lockout or "act of God" results in a period of temporary suspension of the Employer's composing room operation, this Agreement will be suspended for such period of temporary suspension of the operation only.

In the event of a severe economic downturn, the parties to this Agreement will meet for purposes of determining what appropriate action shall be taken as it relates to this Agreement.

This Agreement shall continue in force through succeeding agreements for the named employees unless hanged by mutual agreement between the parties.

SUPPLEMENTAL RETIREMENT BENEFITS

1. Eligibility. A Supplemental Retirement Benefit shall be provided to active employees who are represented by the Union as employees of the Denver Rocky Mountain News on April 1, 1973, of whom those remaining active employees on the date of implementation of the Agency subsequently will be transferred to The Denver Newspaper Agency. These employees are identified in Appendix A (Denver Rocky Mountain News) of the collective bargaining agreement. To be eligible for this Supplemental Retirement Benefit, an employee must retire between the ages of 62 and 65. It is understood that this period shall not exceed thirty-six (36) months, beginning at age 62, and that all payments shall be in the amount of \$1,035 per month.

2. Pension Plan Amendment. The Denver Typographical Union No. 49 Newspaper Pension Plan shall be amended to provide that the Supplemental Retirement Benefit shall be paid through the Pension Plan in the amount of \$1,035 per month and shall be funded by contributions paid by the Employer. The amount of this Supplemental Retirement Benefit shall become effective for future retirees the first month following the date of implementation of the Agency as defined in Article IV, Duration.

3. Funding. The Employer shall at its sole discretion elect the appropriate funding method. The Employer shall pay on October 1 of each year the amount determined by the Plan actuary to fund Plan benefits under the Agreement, for a duration not to exceed fifteen (15) years from October 1, 1995.

4. Survivor Benefits. Survivor benefits for the Supplemental Retirement Benefit shall be determined by the terms of the collective bargaining agreement and the Pension Plan.

5. Fees. The cost of legal and actuarial fees attributable to implementation of this Agreement and amendment of the Pension Plan shall be paid by the Plan.

6. Separability. If any portion of this Agreement shall be construed or found to be contrary to any state or federal statute, the parties agree to meet to resolve that portion, and the remainder shall continue in force.

Hospitalization and Life Insurance Benefits

Any employee covered by the Attrition Agreement retiring on or after their 62nd birthday, but prior to his or her 65th birthday, will be granted the following considerations: Full group life insurance coverage as provided for other employees in this Agreement, until the first of the month following the employee's 65th birthday. The Employer also agrees to provide the same hospitalization coverage for such retirees as provided for elsewhere in this Agreement for those employees still working at the trade. Early retirees under the above provision shall, upon reaching age 65, be granted the same hospitalization coverage as provided present employees 65

years of age and over working at the trade, under terms of this Agreement, for the life of the retiree.

In addition to the above, present employees 65 years of age and over on the attrition list, upon retirement, will receive the same hospitalization coverage provided such employees still working at the trade, under terms of this Agreement, for the life of the retirees.

MEDICAL BENEFITS FOR RETIREES
WITH ATTRITION A and B LIST GUARANTEED JOBS

From The Typographical Union Collective Bargaining Agreement:

1. Current retirees on either (Post or News) Appendix A Attrition List may receive medical coverage by Kaiser, or other group senior health plans provided by the Employer.
 - A. Future retirees who are on either (Post or News) Appendix A Attrition List shall have the same health insurance plan options as those provided for active employees on either Appendix A Attrition List.
 - B. For supplemental medical insurance (HMO and “Medigap”) plus Part B Medicare for retirees on either (Post or News) Appendix A Attrition List, after the retiree reaches 65 years of age, the Employer shall pay for the retiree and spouse 100% of Employer’s group premium for single or two-party coverage, as applicable, for senior HMO group or Medigap coverage and also will reimburse the retiree for the employee’s Medicare Part B coverage cost as long as the total amount paid by the Employer does not exceed the dollar amount that would be equivalent to 80% of the premium for active employees for single or two-party coverage, as applicable. Upon implementation of the Denver Newspaper Agency on January 21, 2001, employees on either (Post or News) Appendix A Attrition List who retired before implementation of the Agency shall be paid retiree single or two-party coverage premiums as provided above.
2. Individuals who are not on either Appendix A Attrition List who were hired on or before March 31, 1994, who retire after January 21, 2001, under the Denver Typographical Union Pension Plan who are 62 years of age or older, who are enrolled in a employer group health plan at the time of their retirement, shall be entitled to continued health insurance coverage under the Employer’s group plan with an Employer’s contribution to premium of 50% of the cost for a single active employee, until the employee reaches full retirement age as defined by Medicare rules, at which time the Employer will contribute 50% of the cost of a single retiree on one of the Employer’s group senior plans. In the event of the death of a retiree described in this paragraph, the spouse may continue group coverage at the Employer’s group rate.
 - A. If eligible for Medicare at the time of their retirement, or upon reaching Medicare eligibility after they retire, they may enroll in an individual Kaiser Permanente Medicare Supplemental Plan under terms of Kaiser's Medicare Supplemental coverage, regardless of which employer group plan they were enrolled in prior to reaching Medicare eligibility.
3. Employees not on Attrition List A or B who were hired after March 31, 1994, who retire after January 22, 2001 under the Denver Typographical Union Pension Plan who are 62 years of

age but no more than 65 years of age and who are enrolled in a employer group health plan at the time of their retirement, shall be entitled to continued health insurance coverage under the Employer's group plan at employee expense until they reach age 65, provided the health plan in which they are enrolled allows such early retirement coverage.

4. Upon the death of any retiree covered by either (Post or News) Appendix A Attrition List, the surviving spouse will have the option of continuing health insurance coverage for life under the employer group plan or a group senior plan, subject to the same premium requirements as if the surviving spouse were an active employee and subject to the limits of the plan at that time.

A. Surviving spouses of retirees not on either the News or Post Appendix A Attrition List, at their own expense and at the Employer's group rate, may continue health insurance coverage.

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ROCKY MOUNTAIN NEWS
APPENDIX A ATTRITION LIST

Rogers	Wolfe	Barber	Crain	Gorman
Lynn	Simpson	McCarthy	Dillon	Steadman
Munsey	Freeman	Cordingly	Thompson	Mow, R.
Bonner, K.	Lingg	Geldaker	Stitt	Wiley
Casady	Milner	Bale	Woods, K.	Tinsley
Baker, Ray	Shaw, M.	Dummer	Willson	Miller, C.
Counterman	Boyd	Snapp	Williams	Ford
Plummer	Oberwitte	Mero	Stevens, Jr.	Bates
Wortham	Ladenforf, V.	Wambolt	Brookes, F.	Lemieux
Steele	Choules	Charles	Town	Ward
Livingston	Moers	Walsh	Callan	Robinson, C.
Elstad, L.	Bundy	Quickle	Howe	Fink
Belmonte	Oberle	Wilhelm	Shepherd	Beach, Paul
Petrie	Woodworth	Siefers, Ed	Schlosser	Craig
Cadigan	Dyer	Locke	Dobbelaire	Mow, C.
Sweitzer	See, D.	Pratt	Mog	Schueler
Vidmar	Keeley	Price	Maslanka	Harrell, G.
Grose	Hobbs	Weir	Landberg	Corkins
Utter, H.	Ellian	Cawthorne	Herber Derani	
Holland	Shaw, L.V.	DeMotte	Robison	Smith, P.
Ferry	Bradford	Abraham	Knodel, M.	Davis, J.
Key	Dusek	Taylor	Pierce	Magerer
Briggs	Bennett	Hancock	Barnett, T.	Finley
Dunlap	Willey	Hansen	Barnett, E.	Harrell, M.
Adams	Day	Noah	Mardis	Williams, M.
Woods	McMahan	Reed	Larimore	Mosbrucker-Kulish, C.
Emery	Currie	Ludlow	Siefers, R.	
Alirez	Allison	Walden	Sinness, Don	
Phillips	Chavez	Gaber	Stevens, L. Sr.	
Lundy	Hudson	Michels	Lizenbery	APPRENTICES
Ladendorf, C.	Mooney	Davis, D.	Hershberger	Webster, E.
Fox	Elstad, O.	Beckman-Beach, Judy	Holsten	Kemble, M.
Ellenberger	Austin, B.	Rossi	Hoagland	Martin, B.
Cryan	Mogensen	Thompson, C.	Austin, H.	Lee, K.
Doubleday	Sihrer	Brooke	Morrow, H.	Aquino, J.
Sawyers	Ryason	Christopher	Preston, E.	
Albeck	Smith, C.	Lee, Bob	Nail	
Archuleta	Grisham	Barth, J.	Knodel, B.	
Jordan	Etter	Price, W.	Smith, J.	
Peck	Woodward	Asher	Callahan	

* Employees who had not resigned, retired, died or been terminated as of September 1, 2012.

DENVER POST CORPORATION
APPENDIX A ATTRITION LIST

Murphy, Frank F.	Brown, W.D.	Parker, Earle	Chadwick, Ed	Smaldone, R.
Chandler, J.W.	Strader, E.L.	Deeming, James	Waller, Don	McCall, D.
Schiedeman, W.	Benes, John	Despres, Francis	Bulling, Don	Winfield, D.
Balling, J.R.	Pratt, Clarence	Gutierrez, Edward	Coleman, Maurice	Killingsworth, B.
Higgins, H.O.	Mitchell, Frank	Spencer, Mansel	Gentzler, Gary	Brock, R.
Hanson, Frank	Henry, Robert	Drew, June	Kingsley, Gary	Cox, W.
Higgins, Sam	Olson, R.E.	Reinoehl, Allen	Minter, Gail	Kane, R.
Roglitz, R.T.	Hensen, F.B.	Smalley, Roy	Webster, David C.	Goldfein, J.
Pride, Maurice	Scellato, Eugene	Harris, Fred	Peters, Joe	Singer, W.
Shinn, G.H.	Siegel, A.E.	Stevens, Ruth	Curtis, Mary Ann	Larson, J.W.
Pierson, H.A.	Linza, Jim	Gray, Dewayne	Tafoya, Russell	Boschee, M.
Lewis, P.C.	Peters, Raymond	Nelson, Gordon	Greenwald, Ray	Swan, M.
Zeylmaker, Nick	Hacker, Jack	Cox, Richard	Rodgers, Ed	Vincent, G.
Leasure, H.E.	Bussow, Dale	Morford, Jerry	Norwood, Arthur	Holstine, G.
Anderson, A.I.	McDaniel, L.	Witt, Fred	Rogers, Mae	Card, D.K.
Miller, LeRoy	Moore, Bob	Munger, Betty M.	Zuccaro, Anthony	Baird, F.J.
Miller, Robert B.	Herbert, Don	Summers, Harold	Hunsaker, Mida	Haring, J.H.
Horoschak, Paul	Steiner, Hans	Olsen, Harry	Trevena, G.L.	Stevans, R.
Hall, C.F.	Cothren, Harold	Vincent, Barbara	Thies, Barry	Harder, J.
Tracy, J.E.	Quinn, Tom	Grable, B.J.	Trelease, W.R.	Bogan, D.
Ringle, D.W.	Davis, Pat	Ricard, Roger	Province, F.A.	Carrillo, Al
Christensen, A.L.	Frank, Ruth	Ryan, Tom	Culbertson, Roger	Harder, K.
LeBeau, E.A.	Cook, Neita	Colby, C.E.	Milberger, Milton	Falk, J.
Adams, Larry	Hutchins, Herbert	Kelch, Lawrence	Hansen, Jim	Winn, L.
St.Amand, L.A.	Diamant, Maurice	Longshore, Harry	Radcliffe, Allan	Armstrong, E.L.
Brown, R.L.	Eacker, Larry	Luebben, R.	Rask, Norman	Caver, B.R.
Browne, Fred	Andersen, John	Young, Truman	Gilbert, Marvin	Middlebrook, M.
Penland, G.H.	Post, Wm.	Hewett, Eva	Libonati, Frank	Kuhlwein, D.
White, W.F.	Dickson, A.	Maurer, John Sr.	Johnson, Marlyn	Boschee, E.
Price, G.E.	Johnson, E.M.	Johnson, Jim	Tracy, H.C.	Porter, D.
Estrada, F.	Norberg, K.	Sear, William Jr.	Wallen, Rich	Smith, Frank
Lemke, A.R.	Mancuso, J.	Skaar, L.	Tittes, Ray	Merritt, Mark
Monroe, Dick	Myers, L.	Lang, Ron	Gouwar, Elsie	Larson, Ken
Forney, Lawrence	Maurer, John Jr.	Kaupp, Rodger	Hollister, R.A.	Griffin, W.
Kochie, A.J.	Haldiman, Jim	Morse, Steve J.	Bartley, D.E.	Blevins, J.E.
Goodman, J.E.	Hudson, Twyla	McCollum, H.	Ward, G.L.	Johnson, W.
Gardner, T.G.	Butvilofsky, John	Parks, Larry	Friesen, Erv	Wood, P.
Beck, H.A.	Schrivier, Mary	Snapp, Louis	Bradish, A.R.	
Peterson, Elmer C.	Estavillo, Eddie	Speier, John	Pace, J.	APPRENTICES
Bruner, Sam	Killey, John	Liese, James	Hance, Floyd	Dolan, Mike
Walrath, Mark	Lydiate, Herman	Flin, Doug	Briggs, R.	Younger, M.J.
Crane, Robert	Miers, Marvin	Doris, Bobby	Fick, R.	Fuentes, M.
Bridges, J.	Kaiser, C.A.	Whitehair, Paul	Benson, L.	Estrada, Dan
Indvik, Obert	Slocum, Robt. C.	Englefield, R.F.	Gaudette, P.	Kimball, M.A.
Boyer, C.G.	McMillan, Carl	Considine, Ernie	O'Neal, John	Goss, D.C.
Zeylmaker, Bob	Damon, Marcus	Halpin, Jim	Jackson, John	Wade, Fred
Brown, Ernie	Campbell, Duane	Clapp, Russell	Smith, Don	Montez, R.
Darling, W.	Safarik, John	Seller, Adam	Burke, R.	Espinoza, W.
Stover, Ed	Freeman, Marion	Hartmann, Don	Munger, B.J.	
Bailey, G.W.	Curtis, Robert	Baker, Warren	Livesay, A.	
Johnson, G.	Ahr, Albert	Paulson, Al	Armstrong, Al	

Robinson, Harold Munger, Carl Jones, Virgil Stephens, Robt. F.
Longshore, D. Jackson, Travis Begun, R.S. Tiquet, H.

*Employees who had not resigned, retired, died or been terminated as of September 1, 2012.

.....

DENVER NEWSPAPER AGENCY
APPENDIX B ATTRITION LIST

Mazak	Neuman	Ciurej	Smith, W.A.	Rzepka, F	Cassaday
Ohm	Moreno	Ward	*Forbes	Quispe	Beede
Eberle	Davis, L.	Ayers	Alexander	McCormick	*Marshal
Romero	Rzepka, L.	Lombardi	Bolsen	Yee	Dumlao
Ruybalid					

*Employees who had not resigned, retired, died or been terminated as of September 1, 2012.

.....

DENVER NEWSPAPER AGENCY
APPENDIX C LIST

Rivera, L.
Boone, T.
Smith, S.
Dankel, L.
Vincent, M.
*Lehmkuhl, S.
O'Neill, J.
Drum, L.

*Employees who had not resigned, retired, died or been terminated as of September 1, 2012.

MEMORANDUM OF AGREEMENT NO. 7
Concerning Advertising Sales Assistants
October 7, 2007

The following employees are grandfathered in the G38 Sales Assistant pay scale until they voluntarily change positions or terminate employment:

Chatton Davis
Darla Ramer
Cheryl Schmid

Grandfathered employees who had not resigned, retired, died or been terminated as of September 1, 2012.

38. Sales Assistant

*Sales Assistant

42 Mon

10/05/08

920

*Scale for incumbents in the job title as of 10/7/07.

ACCEPTED AND AGREED:

FOR THE UNION:

Laurie Faliano
Kathy Rudolph
Kelley DelDuca
Donna Holtzmann
Tracy Simmons
Tony Mulligan

FOR THE EMPLOYER:

Carol Green
Missy Miller
Kathy Maaliki
Judi Patterson

Date signed: April 4, 2008

ACCEPTED AND AGREED AS AMENDED

FOR THE UNION:

Michelle Miller
Paulette Shrefler
Samuel Johnson
Laurie Faliano
Kathy Rudolph
Maureen Shively
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Rich Bradley
Bernie Gitt
Tom McCarthy
Larry Charest

Date signed: October 16, 2012

MEMORANDUM OF AGREEMENT NO. 8
Concerning Advertising Sales and Support Positions
October 7, 2007

The following information applies to the named individuals in this Memorandum of Agreement No. 8:

Employees listed below are in Grade 39 on Step 6 and will be eligible to receive future contract increases as negotiated for Step 6.

Grandfathered at G39, step 6:

Account Executives, Account Managers:

Kelly Ames
Kristin Baldwin
Stephen Demyanovich
Scott Grove
Julie Korosec
Kim Lindgren
Maria Trujillo

Makeup:

Paulette Shrefler
Connie Utley

Creative Services:

Michael Behrenhausen
Sam Deleo
Kim Sharp-Leyba

Design Group:

Mark Holly
Scott Pasewalk

Grandfathered employees who had not resigned, retired, died or been terminated as of July 31, 2016.

ACCEPTED AND AGREED:

FOR THE UNION:

Laurie Faliano
Kathy Rudolph
Kelley DelDuca
Donna Holtzmann
Tracy Simmons
Tony Mulligan
Date signed: April 4, 2008

FOR THE EMPLOYER:

Carol Green
Missy Miller
Kathy Maaliki
Judi Patterson

[Signature page follows.]

ACCEPTED AND AGREED AS AMENDED

FOR THE UNION:

Paulette J. Shrefler
Laurie A. Faliano
Kathy Rudolph
Cecilia K. Newton
Theresa K. Burt
Cheryl L. Schmid
Kelly Mortensen
Steven J. Wielgosz
Tony Mulligan

Date signed: August 16, 2016

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Brian Trujillo

MEMORANDUM OF AGREEMENT NO. 11
Concerning Outsourcing of Circulation Call Center Work

The Employer and the Union agree to an exception to Article II, Jurisdiction of the Contract to allow for the outsourcing of most Circulation Customer Service and Retention/Verification Call Center work. The Employer may outsource the handling of inbound customer service calls and outbound retention or verification calls. Remaining circulation call center work including but not limited to customer emails, escalated calls, Fix Files (duplicates, stand alone, PBM at two addresses, hybrids) circulation field requests, field follow up and processing refunds and reversals and any similar work remains under the jurisdiction of the Guild, to be performed by Guild-covered employees.

To facilitate the transfer of work and the reduction in force, the Parties agree as follows:

Outsourcing may occur in phases, but shall begin no sooner than sixty (60) days after ratification of the Agreement and shall be completed within one hundred and twenty (120) days after ratification.

After outsourcing is completed, at least two (2) full-time call center positions and 130 hours of part-time work shall be retained for at least six (6) months.

Prior to call center staff reductions, the Employer shall provide to all affected employees, a comprehensive description of the duties of the remaining jobs, a mock schedule and the location where the work will be performed, with the understanding that the location may be changed in the future. Affected employees shall be given notice of any move at least thirty (30) days prior to a location change. The Employer shall also provide a schedule of projected dates that staff reductions will occur and the number of positions expected to be reduced on each date.

For the purpose of staff reductions, all inbound and outbound Circulation Customer Service Associates, Circulation Customer Service Representatives and Circulation Customer Service Coordinators shall be in one pool without regard of full-time or part-time status. Layoffs shall be conducted in reverse company seniority order regardless of full-time/part-time status or job title.

Two weeks prior to the effective date of layoff for each phase, the Employer shall post notice of the layoff date and the number of positions to be eliminated. During the two-week period, call center employees may volunteer to resign or retire with severance. If there are more volunteers than the number of positions being eliminated, volunteers will be accepted in seniority order.

Part-time employees who remain employed until layoff or resignation during the layoff period shall be eligible for a severance benefit as follows:

- Less than 1 year of service - \$500 lump sum before taxes
- One to two years of service - \$1,000 lump sum before taxes
- More than two years of service - \$400 for each year of service or partial year of service capped at \$4,000 lump sum before taxes.

Call center employees who are laid off shall be rehired to fill call center vacancies as provided under Article VII, Employee Security, Section 4(h) through (l) except all laid off employees will be placed on one rehire list without regard to job title or full-time/part-time status, and the rehire

list shall be maintained for eighteen (18) months. Employees who elect to resign with severance during the layoff period shall not be placed on the rehire list.

For employees who are enrolled in medical and dental insurance and are laid off or resign during the layoff, the Employer shall pay six (6) months of COBRA subsidy, whereby the Employer pays its share of the monthly premium and the 2% fee.

The Employer shall provide job search and resume writing counseling for all call center employees.

Call center employees who are laid off or resign during the layoff period shall retain eligibility to use Mines and Associates, the Employee Assistance Program provider for six months after separation.

Full-time employees who retain employment shall be scheduled 40 hours within 5 days per week.

Full-time employees who retain employment but move to part-time status shall retain eligibility for severance upon layoff. For those employees, the severance amount shall be the amount the employee was entitled to on the implementation date of this Agreement.

Upon completion of outsourcing, wages for all remaining call center employees except those who were Customer Service Coordinators shall be the Customer Service Representative pre-concession rate (Classification 26).

Upon completion of outsourcing, any Customer Service Coordinators who remain employed shall have their weekly pay reduced by \$50 to \$753. One year later those employees shall have their weekly pay reduced to \$710 per week, top scale of pay classification 26.

Call center employees who remain employed after outsourcing is completed may elect to resign with severance within 60 days after the completion of outsourcing. For unemployment purposes, such resignations will be treated as layoffs. Vacancies shall be filled by rehire from the list of laid off employees.

Three months after outsourcing is completed, the Employer and the Union shall meet to discuss work expectations and possible changes to the job description.

If The Post decides to return inbound and/or outbound call center work to the U.S.A., the Guild shall be provided a request for proposal (RFP) and shall be allowed an opportunity to submit a proposal to return the work to The Post under the Guild's jurisdiction. In deciding whether to accept the Guild proposal verses any other proposal, The Post's decision shall not be for arbitrary or discriminatory reasons.

[Signature page follows.]

ACCEPTED AND AGREED AS AMENDED

FOR THE UNION:

Michelle Miller
Paulette Shrefler
Samuel Johnson
Laurie Faliano
Kathy Rudolph
Maureen Shively
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Rich Bradley
Bernie Gitt
Tom McCarthy
Larry Charest

Date signed: October 16, 2012

MEMORANDUM OF AGREEMENT NO. 12
Concerning the Union-Represented Employees of the
Information Technology Department

This agreement shall govern the terms and conditions of the Denver Newspaper Guild (“Guild”), the Denver Typographical Union Local 49 (“Typographical Union”) and the Employer to transfer certain employees and job functions from the Information Technology department, formerly represented by the Typographical Union, into the Guild bargaining unit. Transferred employees will work under all terms and conditions of the Guild contract unless different terms are specified in this Agreement.

1. Job Classifications Represented by the Guild

The following job classifications from the sub-departments of Client Services, Network, Technical Services, Telecommunications, and Publishing Systems of the Information Technology department will be transferred to the Guild:

Senior Systems Analyst / Publishing Systems
Senior Analyst/Administrator/Publishing Systems
Senior Software Engineer/Publishing Systems
Programmer Specialist/Publishing Systems
Technician (includes PC Technician, Mac Technician and TSD Technician)
Technician Trainee
Telecommunications Specialist
Network Specialist
Specialist (includes PC Specialist, Mac Specialist and TSD Specialist)
Systems Editor

2. Excluded from Guild Representation

Managers, including assistant managers and supervisors, are exempted from coverage of the collective bargaining agreement as managers and/or statutory supervisors under the National Labor Relations Act as long as they meet the criteria for manager or statutory supervisor. However, at the time of signing of this agreement, it is agreed that the employees listed below regularly perform bargaining unit work and are members of the Union, but they are excluded from the 40 hour work week requirements.

Bill Black – Network Manager
Chris Kelson - Special Projects Manager

As members of the Union, they are not managers under the National Labor Relations Act and are not managers for purposes of contract administration. It is further agreed that at the time these employees vacate these job titles, the positions of Network Manager and Special Projects Manager will be excluded from Union representation.

3. Jurisdiction of the Union

The Guild’s jurisdiction is recognized as covering the job titles listed in Section 1 of this Memorandum of Agreement. Jurisdiction is defined as the performance of configuration, installation and preventive maintenance of the Employer’s computer and Telecommunications equipment. This does not include the performance of electronic maintenance work presently performed by other employees represented by the Guild.

The Employer retains the right to assign such work to the Union, to other employees not covered under any collective bargaining agreement, or to independent contractors or vendors to initiate, supplement, or complete the work required by the Employer for special projects, or to obtain special skills not possessed by current staff, or to handle situations where the location of the work creates inefficiencies for the core staff, or for ongoing operational needs.

It is understood that the use of vendors, independent contractors, or non-represented employees will not directly result in a loss of regular hours scheduled or a reduction of force. However, the regular schedule may vary between thirty-five (35) to forty (40) hours per week even with the use of vendors, independent contractors, or non-represented employees.

4. Recall of Employees

Should there be an increase in the force, the persons displaced through the decrease shall be placed on a rehire list for one year and reinstated in reverse order to the order in which they were laid off before any other help in the position from which they were laid off may be employed, provided the recalled employee's skills meet the current requirements of the position as determined by the employer.

5. Seniority

(a) Priority for purposes of consideration in scheduling shall be based on the employee's date of hire in a union-covered position within the Information Technology Department.

(b) Priority for purposes of involuntary layoff shall be date of hire in the job title.

However, for purposes of determining priority for layoff, the job titles of Technician and Specialist assigned only in the Technical Services Department and/or Client Services Department shall be treated as one single job title. In the event of a layoff in one or both of these two job titles in these departments, each employee's priority shall be established by adding the employee's length of service in the Technician and Specialist job titles (excluding time of service in other job titles), thus determining who is least senior. If an employee in one of the two job titles that is vacated by the layoff has had prior experience with the Employer in the other job title, he or she will move into the prior job title and will receive at least the minimum then-current rate of pay for that title.

(c) Employees having seniority standing will not lose their priority rights if they:

(1) Remain in the employ of the Employer, including work outside the jurisdiction of the Union, up to a period of 90 days after leaving the Guild bargaining unit:

a. If an employee is promoted to a non-represented supervisory or managerial position, the employee must notify the Union and the Employer in writing no more than 90 days after the promotion of his or her decision as to whether or not he or she will return to the bargaining unit or give up his or her right to return to the bargaining unit and remain a non-represented supervisor or manager.

6. Probation

An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after he/she has worked ninety (90) days following his or her date of hire. The Employer may extend the employee's probationary period another ninety (90) days or any portion thereof by mutual agreement of the Employer and Union. It is expressly understood that this section does not create any right of tenure of employment for a probationary

employee. Termination of a probationary employee within the probationary period shall not be subject to grievance provisions of this contract either by the employee or by the Union. Once an employee has successfully completed probation, his or her seniority shall begin on the employee's date of hire.

7. Wages

(a) Wages for job titles other than Technician and Technician Trainee covered by this agreement will be no less than 5 percent greater than Technician starting pay.

(b) Technicians hired after the date of ratification of this agreement may be hired at the technician trainee scale listed in Section 6 (c) below.

(c) Technician trainees may be employed to perform routine duties.

(1) All terms of this agreement apply to journeyman trainee technicians.

(2) Technician trainees shall be paid as follows:

First (1st) Year	80% of Technician Scale
Second (2 nd) Year	90% of Technician Scale
Third (3 rd) Year and thereafter	100% of Technician Scale

(3) No technician trainee shall be trained on equipment where technicians have not been offered training.

(4) No technician shall be laid off because of the establishment of the technician trainee classification.

(d) The Employer agrees to pay an "On Call Premium" of \$20.00 per each calendar day to the employee who is assigned responsibility for On Call Duties. "On Call Duties" are defined as periods of time when the employee is not scheduled to work but during which the employee carries a communications device and is responsible for responding to emergency calls from the office. The Premium is paid only to the employee assigned On Call Duties and is not paid to any other employees who may respond to an emergency call from the office.

8. Working Hours, Overtime

(a) Hourly Employees

(1) The regular scheduled workweek may vary between 35 and 40 hours. The regular scheduled workday may vary from five (5) to ten (10) hours. The employer will strive to create as many 40-hour situations as possible, depending on operational needs. The most senior employees in the job title will be given preference for the 40-hour situations.

(2) If the hourly employee does not remain on the premises and on-call during the lunch break, the employee is permitted up to an hour of unpaid lunch.

(3) If mutually agreed between the Manager and the employee, an employee's lunch breaks may be placed on the regular schedule as a half-hour with the employee remaining on call.

(4) Work in excess of ten (10) hours in a day or forty (40) hours in a week (except employees exempted from overtime as specified in Section 7 (b) below) shall be paid at the rate of time and one-half the straight time rate for those hours.

(b) Salaried Employees

It is understood that the employees listed below are salaried employees exempted from overtime, but they regularly perform bargaining unit work and are members of the Union. Specialist Technicians (also known as PC and Mac Specialists), Telecommunications

Specialists, Senior Programmer Analysts/Publishing Systems, Sr. Software Engineer/Publishing Systems, Sr. Analyst/administrator/Publishing Systems, Programmer Specialist/Publishing Systems, Systems Editor, and Network Specialist.

9. Callback

(a) Hourly Employees called back after the regular day's or night's work shall be paid for hours worked. Employees are expected to report to work as soon as reasonably possible when called back after having left the premises.

(b) Hourly employees called in to work on his or her designated day off or night off will be paid as follows:

(1) If the employee's weekly schedule has been adjusted so that the hours for the week do not exceed forty (40), the employee will be paid one hour at straight-time rate in addition to pay at straight-time rates for the time actually worked.

(2) If the weekly scheduled is not adjusted, the employee will be paid time and one-half of the straight time rate for work in excess of ten (10) hours in a day or forty (40) hours in the week. The additional one hour will not be paid.

10. Holidays

(a) The holiday rate shall be paid for any shift starting in the period after midnight at the start of the holiday to include midnight at the end of the holiday.

(b) Christmas Eve and New Year's Eve shall be considered the holiday in place of Christmas Day and New Year's Day for employees having evening shifts which start after three (3) p.m. on December 24th and December 31st.

11. Vacations

As provided in Article XVI, Vacations.

12. Separation Pay

Upon involuntary dismissal to reduce the force, full-time employees shall receive a cash separation pay allowance in a lump sum equal to one (1) week's pay for each six (6) months of continuous service or major portion thereof, to a maximum of twenty-six (26) weeks. Separation pay is to be computed at the highest weekly rate of pay received by the employee in the previous year. The terms "seniority" and "service" include time continuously worked since current hire date by either the Denver Rocky Mountain News or The Denver Post and all time worked for the Employer.

13. New Equipment

In the event work processes, machinery or equipment not now in use are during the life of this agreement introduced for use in producing work within the jurisdiction of the Union, either party to this agreement may seek discussion concerning the fixing of work standards for the new processes or equipment.

14. Pension

(a) Except for the current Pre-Publishing Department Participants, effective on and after the date of ratification no Participant in the DNA Typographical Pension Plan will accrue any Credited Future Service (as defined in the Plan) for Benefit Service purposes under the Plan except as noted in (b) below.

(b) Employees in the Information Technology department who were Participants in the DNA Typographical Union Pension plan as of October 1, 2009, will accrue a \$132.00 pension credit (for purposes of determining Normal Retirement Benefits) under the DNA Typographical Union Pension Plan for the Plan Year beginning October 1, 2009 after working a minimum of one shift within that plan year.

(c) The DNA Typographical Union Pension Plan shall be amended to eliminate the Union members of the pension committee, to enable administration of the Plan by a committee comprised solely of Employer members, and to authorize the Employer to amend the Plan, appoint investment managers, appoint the trustee, amend the trust, set investment policy, and determine the investments in which the Plan assets are invested. Such amendment will not reduce existing benefit obligations to Participants, Retirees, or Beneficiaries of the Plan in existence at the time of the amendment.

(d) Upon this change, the Union will negotiate monthly benefits amounts with the Employer in subsequent collective bargaining agreements and will not negotiate contributions. Future benefit increases will not be precluded by the freeze of the Plan and may be negotiated depending on funding and mutual agreement by the Employer. The Employer will assume responsibility for maintaining necessary funding under all applicable laws.

(e) After the amendment to the DNA Typographical Union Pension Plan document, the Employer will make available upon request to the authorized representatives of the Guild:

- (1) Periodic investment performance information regarding Plan assets, and
- (2) Applications for retirement benefits for Union participants to ensure the accuracy of payments.

15. Union Security

The employees currently in the job titles identified in Section 1 of this Memorandum of Agreement or new hires into these job titles shall be required to join and/or pay appropriate fees to the Guild and may not exercise drop-out rights under Article VI, Union Security, Section 9 of this collective bargaining agreement as long as they remain in these positions.

16. Attrition List

The job guarantees and rights afforded Attrition A List employees are contained in Memorandum of Agreement No. 6 and Attachment A to that Memorandum of this collective bargaining agreement.

FOR THE EMPLOYER:

Missy Miller
Bernie Szachara
Bob Kinney
Kathy Maaliki

FOR THE UNIONS:

Sam Johnson
Lester Stevens, Jr.
Tony Mulligan

Date signed: December 3, 2009

ACCEPTED AND AGREED AS AMENDED:

FOR THE UNION:

Paulette J. Shrefler
Laurie A. Faliano
Kathy Rudolph
Cecilia K. Newton
Theresa K. Burt
Cheryl L. Schmid
Kelly Mortensen
Steven J. Wielgosz
Tony Mulligan

Date signed: August 16, 2016

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Brian Trujillo

MEMORANDUM OF AGREEMENT NO. 13
Concerning a New Position Titled Media Transmittal Coordinator

The Company created a new position to coordinate the transmittal of design directions and graphic elements to the outsourcing vendor for display ad production.

The Company and the Guild agree that the position is included in the Guild non-newsroom bargaining unit and is covered by all provisions of the Contract with the understanding that if there is a decision to centralize this work or move it to another location or provider, the Company will have the unilateral right to do so. If this were to occur, the Company will provide a minimum of two weeks' notice to the Guild and the affected employees.

Except as described below, it is agreed that the pay for the position shall be \$13.00 per hour.

Incumbent Employees: Current Designers Eugene Forbes and Brett Rickli shall be offered the new positions. If they accept, Forbes shall be paid \$1,046 per week as required in Memorandum of Agreement No. 6. Forbes shall retain all other rights of the B Attrition List described in Memorandum of Agreement No. 6. Rickli shall be paid \$20.00 per hour (\$800.00 per week).

Effective the date the incumbent employees begin the duties of the new position and stop performing Designer work, a sixty (60) day trial period shall begin. During the trial period the employee may resign or retire with severance as provided in Article IX of the Contract. Or, if the Employer determines that the employee is not adequately performing the duties of the new position, the Employer may remove the employee from the position. If Forbes is removed from the new position, he will be placed in another position or will be paid severance as provided in Memorandum of Agreement No. 6. If Rickli is removed from the position he shall be paid severance as provided under Article IX, Severance.

ACCEPTED AND AGREED:

FOR THE UNION:

Michelle Miller
Paulette Shrefler
Samuel Johnson
Laurie Faliano
Kathy Rudolph
Maureen Shively
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Rich Bradley
Bernie Gitt
Tom McCarthy
Larry Charest

Date signed: October 16, 2012

MEMORANDUM OF AGREEMENT NO. 14
between
The Denver Post (“Company”)
and
The Denver Newspaper Guild-CWA Local 37074 (“Union”)
Collectively (“the Parties”)

Concerning the Production Maintenance Department

The Company and the Union agree to amend the current pay outlined in MOA 14 of the current collective bargaining agreement between The Denver Post and the Guild as follows:

1. TITLES - The title of Production Maintenance Technician will no longer be used and will be replaced by two titles: Machinist and TSD Electrician.

2. WAGES

a. Machinist

Machinist (includes former production maintenance mechanics)

<u>Start</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>	<u>5th Yr.</u>	<u>6th Yr.</u>
677	720	815	988	1017	1119

b. TSD Electrician

<u>Start</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level 3</u>
\$25.00/hr	\$28.00/hr	\$29.00/hr	\$30.00/hr

c. Jeff Pendleton shall remain at his current scale of \$1,000 per week until his next anniversary date (4/28/16), when he shall advance to the Machinist 5th Yr. scale (currently \$1,017) and shall advance to 6th Yr. scale on his anniversary date in 2017.

3. TSD Electrician Levels and Progression

a. Start (New Hire) – Basic electrical skills required, including, for example, knowledge of industrial electronics, such as drives, power supplies, and PLCs.

b. Level One – **Mandatory**: Must complete the following to advance to Level One:

- i. Complete Business Industrial Network Advanced Troubleshooting Industrial Control Course and Electrical Troubleshooting Skills series course and testing (or other applicable written test if this test is no longer available) with a score of 75% or better.
- ii. Successfully complete a practical application exam. Examples of a practical exam are:
 1. We will set up a common Ethernet communications issue on the press. We will evaluate the ability to diagnose the issue, use the correct documentation to narrow down the issue, and check to see that the issue is found with a correct plan to repair.
 2. We will set up an issue within the safety circuit and evaluate use of documentation and ability to track down the issue. Also evaluate the plan for repair.

- iii. Level One exams must be achieved no later than 12 months after date of hire (but cannot be taken before employee completes probationary period). Employee will be given one opportunity to retake either the written or practical exam if Employee fails to pass either of these exams. This must be done within 60 days of a failed exam. A second failure will result in termination of employment.
 - c. **Level Two – Mandatory:** Must complete the following to advance to Level Two:
 - i. Complete Business Industrial Network Troubleshooting PLC Circuits Course and testing (or other applicable written test if this test is no longer available) with a score of 75% or better.
 - ii. Successfully complete a practical application exam. Examples of a practical exam are:
 - 1. We will set up an issue with the magnapack machines that will require knowledge of the computer hierarchy and communications scheme. Should be able to show working knowledge of system and be able to identify the problem in the system.
 - 2. We will set up a problem with the Pecom system and evaluate use of drawings and experience to identify the issue and propose a proper repair.
 - iii. Level Two must be achieved no later than 24 months after completing Level One. (Employee must be at Level One for 12 months before taking exams for Level Two.) Employee will be given one opportunity to retake either the written or practical exam if Employee fails to pass either of these exams. This must be done within 60 days of the failed exam. A second failure will result in termination of employment.
 - d. **Level Three – Optional:** Must complete the following to advance to Level Three:
 - i. Complete Business Industrial Network PLC Training and Simulator Course and testing (or other applicable written test if this test is no longer available) with a score of 75% or better.
 - ii. Successfully complete a practical application exam. Examples of a practical exam are:
 - 1. Must complete a project using HMI controls and PLC programming.
 - 2. Must complete a working rebuild of one of the major servers in the plant. Plan backups and plan install that will not affect production.
 - iii. Employee will be given one opportunity to retake either the written or practical exam if Employee fails to pass either of these exams. This must be done within 60 days of the failed exam. After that, Employee must wait six months to retake the exam.
 - iv. Advancing to Level Three is optional.
4. Machinists and TSD Work
- a. It is expected that machinists will continue to do electrical work for which they have been trained to perform safely and effectively. This does not constitute working in higher class. TSD Electricians will be expected to perform machinist work for which they have been trained to perform safely and effectively.

5. Current Employees

- a. Any employee who is currently making less than \$27.00/hr and is currently doing electrician work will be moved to new hire level TSD Electrician and pay will be increased to \$27.00/hr effective with the first pay period following a signed agreement between the Company and the Union. Any employee who is currently doing machinist work will remain at his current rate of pay and will be classified as a Machinist.
- b. Any Machinist is eligible to advance to open Level One and Level Two TSD Electrician positions as outlined above provided the employee passes the required tests. (Employees who are making more than Level One pay will retain their current pay.) Failure to pass the tests will NOT lead to the employee's termination.
- c. Machinists who advance to TSD Electrician will remain on the Machinist board for purposes of bidding shifts until the Company determines the employee is qualified to work a shift by himself. Bidding on the Machinist board will allow the employee time to continue to gain experience before moving to the TSD Electrician board for shift bids.
- d. The Company will advance current employees to open TSD Electrician positions provided they have passed the required exams. Currently there are two TSD Electricians and the Company is advancing two current Production Maintenance Technicians to entry-level TSD Electrician; the Company will fill up to an additional two (2) TSD Electrician positions. (Company retains the right to fill fewer than two or more than two positions as business needs dictate, and this is not a manning clause.) Employees will be advanced based on when they successfully complete the exams. If two or more employees pass at the same time, they will be advanced based on seniority in the department. If more employees pass the exams than the number of current available positions, the employee will be placed on a list in order of when they passed the exam. The list will be valid for six months. After that time, the employee must retake the exam.

6. Layoffs

- a. Any future layoffs will be conducted according to Article VII, Section 4 of the Collective Bargaining Agreement between the Company and the Union.

ACCEPTED AND AGREED AS AMENDED:

FOR THE UNION:

Paulette J. Shrefler
 Laurie A. Faliano
 Kathy Rudolph
 Cecilia K. Newton
 Theresa K. Burt
 Cheryl L. Schmid
 Kelly Mortensen
 Steven J. Wielgosz
 Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
 Bill Reynolds
 Brian Trujillo

Date signed: August 16, 2016

MEMORANDUM OF AGREEMENT NO. 15
Concerning the jurisdiction of work in the Finance Department

As an exception to Article II, Jurisdiction of this collective bargaining agreement, the Parties agree as follows:

After ratification of the full Collective Bargaining Agreement, The Denver Post may outsource finance work previously performed by Guild-covered employees, except as limited by this Agreement.

The Guild retains jurisdiction over finance work performed by employees of The Denver Post. Any and all finance work remaining that has been performed by bargaining unit employees shall continue to be performed by bargaining unit employees.

The Company will provide a sixty (60) day notice of its intent to outsource Guild-represented work in the Finance Department. The Company will not eliminate any Guild-represented positions in the Finance Department prior to February 1, 2017. This restriction does not include termination for cause.

The Company may offer, and affected employees may voluntarily accept other positions within the company. In such case, the employee will receive the pay of the new position.

For the purpose of reduction in force, all finance employees within the bargaining unit shall be placed on one list without regard to job title, except the title of buyer shall be excluded, based on continuous full-time service.

Once the sixty (60) day notice is given to the Union and the Guild-represented employees, impacted employees will receive the following provided they remain employed until the date of layoff.

a. 20 years or more of full-time continuous service:

- One (1) weeks' pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional eight (8) weeks' of pay to a maximum of fifty-two (52) weeks of pay.
- The amount above shall not be reduced by any Supplemental Retirement Amount the employee may have.
- The cash equivalent of twelve (12) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

b. Less than 20 years of full-time continuous service:

- One (1) weeks' pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional four (4) weeks' of pay.
- The cash equivalent of six (6) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

- c. The amount of separation pay in (a) and (b) above shall not be reduced by any Supplemental Retirement Amount, if available.

- d. The separation pay in (a) and (b) above shall be computed at the highest regular weekly rate of pay received by the employee in the previous calendar year. Continuous full-time service includes continuous full-time service since the employee's current full-time hire date at the Company and includes union-represented and non-union service.

If The Denver Post creates positions to perform finance work previously performed by bargaining unit employees, laid off employees shall have recall rights as provided in Article VII, Employee Security of the Collective Bargaining Agreement.

ACCEPTED AND AGREED:

FOR THE UNION:

Paulette J. Shrefler
Laurie A. Faliano
Kathy Rudolph
Cecilia K. Newton
Theresa K. Burt
Cheryl L. Schmid
Kelly Mortensen
Steven J. Wielgosz
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Brian Trujillo

Date signed: August 16, 2016

MEMORANDUM OF AGREEMENT NO. 16
Concerning the jurisdiction of work in the Metro Home Delivery Department

As an exception to Article II, Jurisdiction of this collective bargaining agreement, the Parties agree as follows:

The Guild retains its current jurisdiction over the work performed by employees in the Circulation Department including all Circulation sub-departments. If The Denver Post returns any Metro Home Delivery work to an employee operation within the Circulation Department, those employees shall be Guild-covered.

No later than thirty (30) days after ratification, the company shall provide to the union and home delivery employees the rollout schedule showing the planned date for the transition of each district/warehouse from an employee operation to a distributorship.

Within seven (7) days following the release of the rollout schedule, employees shall make known their current desire to leave sooner or stay longer than their district/warehouse rollout date under the conditions described below. The expressed desire of the employee during the seven-day period is non-binding.

The first distributor rollout shall be no sooner than 30 days after release of the rollout schedule.

Layoffs will not strictly be in reverse seniority order as provided in the Contract, but, to the extent possible, seniority will be honored in each employee's choice to leave sooner or stay longer as follows.

The company will determine when each district/warehouse will roll over. The transition of all districts is anticipated to take four months.

During the first half of the rollout affecting 50% of the current staff, employees working in districts/warehouses not yet affected by the rollout who have more continuous full-time service than an employee or employees in an affected district/warehouse, may request to voluntarily resign or retire during the rollout layoff period and receive the separation package as provided below. The Company will honor as many of those requests in seniority order as possible based on the Company's needs for the transition.

Employees scheduled to be displaced in a rollout, but saved by the resignation or retirement of a more senior employee may be reassigned to the district assignment held by the resigning employee.

Employees affected by the first two thirds of the rollout phases may request to be retained for work in other locations. Employees shall be retained for at least six (6) weeks or until the last roll out phase is completed, whichever is sooner. Employees are expected to perform the duties as requested in these retained positions to the satisfaction of the Company.

Employees who request to be retained shall receive the separation package provided for below when their employment is ended by the company, or, with two weeks' notice, such employee may end employment during the extended period and receive the separation package.

Employees who are selected to fill a distributorship shall separate employment and receive the benefits listed below the earlier of the date of layoff or resignation during a layoff period, or the date they commence their selected distributorship.

Any employee in the Metro Home Delivery Department who is displaced through a layoff or that voluntarily resigns or retires during such layoff shall receive the following benefits:

a. 20 years or more of full-time continuous service:

- One (1) weeks' pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional eight (8) weeks' of pay to a maximum of fifty-two (52) weeks of pay.
- The cash equivalent of twelve (12) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

b. Less than 20 years of full-time continuous service:

- One (1) weeks' pay for each six (6) months of continuous full-time service or major portion thereof, plus an additional four (4) weeks' of pay.
- The cash equivalent of six (6) months of the Employer's share of medical insurance premiums based on the employee's enrollment level, if enrolled in the Employer's medical plan at the time of termination.

c. The amount of separation pay in (a) and (b) above shall not be reduced by any Supplemental Retirement Amount, if available.

d. The separation pay in (a) and (b) above shall be computed at the highest regular weekly rate of pay received by the employee in the previous calendar year. Continuous full-time service includes continuous full-time service since the employee's current full-time hire date at the Company and includes union-represented and non-union service.

ACCEPTED AND AGREED:

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Cheryl L. Schmid
Kelly Mortensen
Steven J. Wielgosz
Tony Mulligan

FOR THE EMPLOYER:

Missy Miller
Bill Reynolds
Brian Trujillo

Date signed: August 16, 2016

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