
AGREEMENT

Between

THE BALTIMORE SUN COMPANY

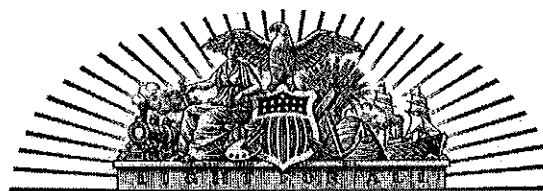
and the

WASHINGTON-BALTIMORE

NEWSPAPER GUILD

Effective June 25, 2007

Expiring June 26, 2011



THE BALTIMORE SUN

TABLE OF CONTENTS

PREAMBLE.....	5
ARTICLE 1 - RECOGNITION OF GUILD	5
ARTICLE 2 - MANAGEMENT FUNCTIONS	10
ARTICLE 3 - FAIR EMPLOYMENT PRACTICES.....	11
ARTICLE 4 - DUES CHECKOFF AND UNION MEMBERSHIP	11
ARTICLE 5 - WAGES.....	13
ARTICLE 6 - HOURS OF WORK	25
ARTICLE 7 - HOLIDAYS.....	26
ARTICLE 8 - JOB SECURITY	27
ARTICLE 9- VACATIONS.....	31
ARTICLE 10 - SICK LEAVE	33
ARTICLE 11 - HEALTH AND WELFARE BENEFITS	33
ARTICLE 12 - GRIEVANCE PROCEDURE	34
ARTICLE 13 - ARBITRATION	35
ARTICLE 14 - STRIKES AND LOCK-OUTS	36
ARTICLE 15 - EXPENSES	37
ARTICLE 16 - LEAVES OF ABSENCE.....	37
ARTICLE 17 - INFORMATION	39
ARTICLE 18 - REPORTER'S PRIVILEGE.....	39
ARTICLE 19 - RETIREMENT.....	40
ARTICLE 20 - MISCELLANEOUS	41
ARTICLE 21 - DURATION OF AGREEMENT.....	43
APPENDIX A - MEMORANDUM OF AGREEMENT.....	45
APPENDIX B - MEMORANDUM OF AGREEMENT.....	46
APPENDIX C - LETTER OF UNDERSTANDING RELATED TO "SHARED WORK" ASSIGNMENTS PURSUANT TO SECTION 1.2(A)2	47
APPENDIX D - CONTRIBUTION RATES FOR NEWLY HIRED FULL-TIME EMPLOYEES.....	48

APPENDIX E - PART-TIME MEDICAL.....	49
APPENDIX F - MULTIMEDIA.....	50
LETTER OF UNDERSTANDING #1	
<i>Re: Provisions from the Sunburst Agreement</i>	<i>51</i>
LETTER OF UNDERSTANDING #2	
<i>Re: Past Practice Prior to the SunBurst Agreement</i>	<i>52</i>
LETTER OF UNDERSTANDING #3	
<i>Re: Cross-Selling</i>	<i>53</i>
LETTER OF UNDERSTANDING #4	
<i>Re: Data Center Operations Relocation.....</i>	<i>54</i>
LETTER OF UNDERSTANDING #5	
<i>Re: Vacation</i>	<i>55</i>
LETTER OF UNDERSTANDING #6	
<i>Re: Ethics Code</i>	<i>56</i>
LETTER OF UNDERSTANDING #7	
<i>Re: Retiree Medical</i>	<i>57</i>
LETTER OF UNDERSTANDING #8	
<i>Re: Payroll Advances in Connection with Change to Payroll Lag.....</i>	<i>58</i>
LETTER OF UNDERSTANDING #9	
<i>Re: Janitorial Outsourcing</i>	<i>59</i>
LETTER OF UNDERSTANDING #10	
<i>Re: Building Mechanic Outsourcing</i>	<i>61</i>
LETTER OF UNDERSTANDING #11	
<i>Re: Performance Management</i>	<i>63</i>
LETTER OF UNDERSTANDING #12	
<i>Re: Employees Below Top Minimum of Wage Scale as of June 24, 2003</i>	<i>64</i>
LETTER OF UNDERSTANDING #13	
<i>Re: Individual and/or Team Incentives.....</i>	<i>65</i>
LETTER OF UNDERSTANDING #14	
<i>Re: Assistant Night Editor</i>	<i>66</i>
LETTER OF UNDERSTANDING #15	
<i>Re: Geographical Transfers/Impairment of Benefits.....</i>	<i>67</i>
LETTER OF UNDERSTANDING #16	
<i>Re: News Content Quality Committee.....</i>	<i>72</i>

LETTER OF UNDERSTANDING #17

Re: Combination reporter/photographer assignments.....73

LETTER OF UNDERSTANDING #18

Re: Vacation Committee.....75

LETTER OF UNDERSTANDING #19

Re: Commuter Reimbursement Benefit.....76

INDEX 68

2003 Calendar 74

2004 Calendar 75

2005 Calendar 76

2006 Calendar 77

2007 Calendar 78

NOTES..... 79

NOTES..... 80

NOTES..... 81

PREAMBLE

THIS AGREEMENT IS MADE THIS 21ST DAY OF JUNE, 2007 BETWEEN THE BALTIMORE SUN COMPANY, PUBLISHER OF THE SUN, AND THE SUNDAY SUN, BALTIMORE, MARYLAND, HEREINAFTER KNOWN AS THE PUBLISHER, AND THE WASHINGTON-BALTIMORE NEWSPAPER GUILD, HEREINAFTER KNOWN AS THE GUILD, FOR ITSELF AND ON BEHALF OF ALL EMPLOYEES OF THE PUBLISHER, AS HEREINAFTER PROVIDED.

ARTICLE 1

Recognition of Guild

Section 1.1 - Collective Bargaining Unit. The Publisher recognizes the Guild as the exclusive representative of the employees employed in job classifications covered by this Agreement.

Section 1.2 .Jurisdiction.

1.2(a). Exercise of Jurisdiction.

1.2(a)1. Except as noted in this section, the jurisdiction of the Guild shall include new or additional work of a permanent nature in departments covered by this Agreement and requiring the same or similar skills for which bargaining unit employees are currently employed.

1.2(a)2. The Publisher may assign or reassign work which has been previously assigned to Guild-covered employees either to such employees, or to individuals employed by the Publisher not covered by this Agreement (including but not limited to individuals whose positions are listed in Section 1.8 of this Agreement), or to individuals employed by any other employer. In addition, the Publisher may assign or reassign work to Guild-covered employees which has been previously assigned to individuals not covered by this Agreement. However, such assignments shall be permitted only to the extent that they are not precluded by another collective bargaining agreement. It is the intent of the parties to construe this Agreement as altering the nature of work assignments. Work assignments will be non-exclusive.

1.2(a)3. No employee covered by this Agreement shall be disciplined for the quality of his/her performance of work not normally or previously assigned to employees in the bargaining unit.

1.2(a)4. The Publisher agrees that no Guild unit employee shall be laid off as a direct result of such work assignments.

1.2(b). Remote Entry.

1.2(b)1. The Publisher may accept any copy in any form – including but not limited to hard copy, facsimile copy, or computer-generated copy supplied via modem, disc or by any other means. Such copy may be received by the Publisher from any location, including those outside the Publisher's facilities, and entered by any persons, including those not employed by the Publisher ("remote entry"). The term "copy," as used in this section, includes but is not limited to graphic images, numbers, words, and any other data. The remote entry of data relating to sales orders and/or news, editorial, or promotional copy shall not violate this Agreement. No employees covered by this Agreement shall be laid off as a direct result of the remote entry of copy.

1.2(b)2. There will be no reduction in incentives, and/or lineage credits toward sales goals for a Guild-unit employee because copy lineage generated from advertising accounts assigned to that employee was accepted by the Publisher via remote entry.

1.2(b)3. If the utilization of remote entry results in the displacement of Guild represented employees in a classification, the Publisher shall request volunteers from the affected group of employees to transfer to other positions within the company under the terms set forth below.

1.2(b)4. If a sufficient number of affected employees do not volunteer, the Publisher shall determine which employee(s) shall be transferred to a new position(s) in inverse order of classification seniority. Employee(s) transferred under this Section 1.2(b) shall be retained, if necessary, for another position with the Publisher. Every reasonable effort will be made to find a position with similar skills or skill levels to those utilized in the position(s) from which he or she was transferred. A transferred employee(s) shall receive at least the salary earned at the date of transfer. Any subsequent general increases to which the employee(s) may be entitled will be in accord with the salary scale of the new position. However, instead of transfer, the employee who would be involuntarily transferred under this Section 1.2(b) shall have the option of exercising his/her rights to severance pay under Section 8.5 of the contract.

1.2(b)5. Any employee who, under the provisions of this Section 1.2(b), accepts a transfer to another position in Guild jurisdiction, shall have his/her "classification seniority" in the new position defined as his/her "employment seniority" for the purpose of layoff.

1.2(c). The Publisher shall notify the Guild and affected employees at least four weeks in advance of displacement that results directly from the utilization of remote entry and shall meet at mutually agreeable times with the Guild to discuss transfer procedures in accordance with Section 1.2(b).

1.2(d). Employees displaced as a direct result of remote entry who are offered a position with the Publisher outside Guild jurisdiction may choose to exercise any bumping rights they may have under Section 8.2(f) within Guild jurisdiction. Those employee(s) "bumped" by the displaced employee(s) shall not be covered by this Section 1.2(b) of the contract, unless the bumped employee(s) is in a department directly affected by remote entry.

1.2(e). Nothing in Section 1.2(b) shall be construed as exempting any displaced employee(s) from any reduction in force except one(s) directly resulting from utilization of remote entry, as provided for in this Section.

Section 1.3 - Employee Defined. Whenever used in this Agreement, the term "employee" shall mean all employees employed in the editorial departments, news departments, commercial departments, and library, including all employees employed by the Publisher in the job classifications set forth in Section 5.1 of this Agreement, but excluding all employees employed in the positions set forth in Section 1.8 of this Agreement, employees in the Company's "SunSpot" (website) department, guards, managerial personnel, confidential personnel and supervisors as defined in The National Labor Relations Act.

Section 1.4 - Probationary Employee and Intern.

1.4(a). Probationary Employee Defined. Effective for employees hired on or after June 25, 2003, a newly hired employee (other than in those classifications listed below) shall be considered a "probationary" employee for six (6) months after the date the employee obtains status as a permanent employee. Effective for employees hired on or after June 25, 2003, a newly hired Editor, Editorial Writer, Reporter, Photographer, or Outside Advertising Sales Person shall be considered a "probationary" employee for nine (9) months after the date the employee obtains status as a permanent employee.

During the probationary period, a probationary employee shall be subject to discharge or discipline at the discretion of the Publisher, and such discipline or discharge shall not be subject to the grievance or arbitration procedure of this Agreement. A probationary employee shall have the right to have a conference with his or her supervisor at reasonable times during the probationary period to discuss the employee's job progress.

1.4(b). Intern Defined. The Publisher has the right to hire News (up to 18) and/or Editorial (up to 2) interns, not to exceed twenty (20) at any point in time, for periods of time up to two (2) years each. Persons with more than one (1) year continuous professional experience in the job for which they are hired cannot be hired as interns. Such interns will be subject to all the provisions of Section 1.4(a), except the time period stated therein. Nothing in this Section shall prohibit the Publisher from considering current employees for intern positions.

Section 1.5 - Part-time Employee Defined. A part-time employee is defined as an employee normally scheduled to work less than forty (40) hours per week.

Section 1.6 - Temporary Employee Defined. A temporary employee is defined as an employee hired by the Publisher (a) by the day, or for single assignments, or for a special project such as contests, promotion drives, summer employment, etc., for a specified time not to exceed ten (10) months, unless the parties mutually agree to extend this time; or (b) to replace a permanent employee granted a leave of absence, for the duration of such leave plus one (1) month for training. A temporary employee shall be exempt from all provisions of this Agreement, except the minimum salaries specified in Article 5. The Publisher shall notify the Guild that the Publisher has hired a temporary employee within one (1) week of the date of hire. A temporary employee shall be deemed to have obtained status as a permanent employee if he/she is employed beyond the limits set forth above. A temporary employee who becomes a permanent employee without interruption of service in the same classification shall have his/her anniversary of employment dated from his/her original employment as a temporary; such anniversary date shall be used for purposes of defining the employee's probationary period, experience rating, vacation and sick leave accruals, and medical, dental, vision care, and life insurance entitlements.

Section 1.7 - Utilization of Part-Time and Temporary Employees and Freelancers and Stringers.

1.7(a) Part-Time and Temporary Employees. Part-time and temporary employees shall not be employed for the purpose of displacing permanent full-time employees.

1.7(b) Freelancers and Stringers. The Publisher may continue to engage non-unit freelancers and stringers in accordance with past practice as it existed prior to the Sunburst Agreement.

Section 1.8 - Exemptions. Persons employed in the positions set forth below shall not be deemed employees and shall be exempt from the provisions of this Agreement.

1.8(a) EDITORIAL AND NEWS DEPARTMENTS

In the Administrative & Executive Departments: Publisher & Chief Executive Officer, President; Administrative Assistant; Assistant to the Publisher; General Manager; Vice President, Strategic Planning/Adv. Systems; Editor and Senior Vice President; Confidential Secretaries to foregoing; Business Operations Office Manager

In the Sun, Sunday Sun and News Department: Editor and Senior Vice President; Managing Editor; Assistant Managing Editor/Metro; Assistant Managing Editor/Photo; Assistant Managing Editor/Features; Assistant Managing Editor/Features; Assistant Managing Editor/Graphics; Assistant Managing

Editor/Writing Quality; Assistant Managing Editor, Staff Development; Assistant Managing Editor, News; Assistant Managing Editor, Sports; Administrative Editor; Assistant Managing Editor, Projects; Confidential Secretaries to the foregoing; Readers' Representative/Ombudsman; News Editor; Features Editor; Lifestyle Editor; Two (2) Deputy Foreign Editors; Deputy Metro Editor; Arts & Entertainment Editor; Home & Food Editor; Features News Editor; TV Book Editor; Design Director; Assistant Design Director; Night News Editor; Night Editor; Weekend Metropolitan Editor; Weekend Special Projects Editor; Foreign Editor; National Editor; Science & Medicine Editor; Business Editor; Editor/Electronic News Information Services; Deputy Business Editor; Three (3) Chiefs of Copy Desk; Two (2) Deputy Copy Desk Chiefs; State Editor; Deputy Sports Editor; Three (3) Assistant Sports Editors; Two (2) Systems Editors; Photography Director; Two (2) Deputy Photography Directors; Director of Library Services; Book Editor; Executive News Editor; Chief Make-up Editor; Graphics Director; Financial Editor; Perspective Editor; Two (2) Assistant Bureau Chiefs, Carroll County; Two (2) Assistant Bureau Chiefs, Howard County; Two (2) Assistant Bureau Chiefs, Anne Arundel County; Two (2) Assistant Bureau Chiefs, Baltimore County; City Editor; Three (3) Assistant City Editors; Bureau Chief, Baltimore County; Bureau Chief, Carroll County; Bureau Chief, Anne Arundel County; Bureau Chief, Howard County; Regional Editor; Night Editor, Metropolitan; Electronic News/Information Services Director; Assistant Director of Collection Management; Assistant Director of News Research; Assistant Metropolitan Editor, News; Assistant News Editor, Pagination; Director of News Technology; Executive Sports Editor; Maryland Editor; Metro Administrator; Newsroom Administrator; Assistant Systems Editor; Assistant Design Director/Features; Employees of the Washington Bureau working or based in Washington; Employees employed as Foreign/National Correspondents; AME/Copy Desk; Assistant Multimedia Editor; Deputy Electronic News Editor; Multimedia Editor; Senior Picture Editor; Today Editor; Travel Editor; Harford County Bureau Chief; Assistant Harford County Bureau Chief

In the Sun Editorial Department: Editorial Page Editor; Deputy Editorial Page Editor/Metro; Confidential Secretary to the above; Associate Editor/Editorial Page; Deputy Editorial Page Editor/Special Projects; Production Editor

1.8(B) COMMERCIAL DEPARTMENTS

In the Administrative and Executive Departments: Publisher & Chief Executive Officer, President; Administrative Assistant; Assistant to the Publisher; Vice President, Advertising; Vice President, Circulation; Vice President, Operations, Sun Park; Development Director; Circulation System Project Director; Confidential Secretaries to the foregoing; General Manager; Vice President, Organization Development; Vice President and Business Manager; Vice President of New Business Development; Vice President and Chief Financial Officer; Vice President of Marketing and Communications; Vice President, Human Resources and Legal Affairs; Confidential Secretaries to the foregoing

In the Finance Department: Vice President/Finance/Chief Financial Officer; Controller; Director, Budget and Forecasts; Assistant Treasurer; Business Manager, Production & Subsidiaries and Capital Planning; Accounting Operations Manager; Confidential Secretaries to the foregoing; Payroll Manager; Advertising Business Manager; Cash Processing Supervisor; Cashier; Business Manager, Circulation; Accounts Payable Supervisor; Accounts Payable Manager & Business Manager/Administration; Assistant Controller & Bus. Mgr., Adv./Marketing/New Business; Credit Manager; Assistant Credit Manager; Advertising Receivables Manager; Customer Services Manager; Financial Planning and Analysis Manager; Financial Reporting Manager and Business Manager, News; Budget Manager; Four (4) Financial Analysts; General Accounting Specialists; Purchasing Manager; Assistant Payroll Manager

In the Advertising Department: Vice President, Advertising; Administrative Assistant; Executive Sales Director, Retail; Classified Advertising Director; Confidential Secretaries; Advertising Director(s); Director, Major Retail/General Adv.; Manager, Advertising Administration; Sales Manager, Employment; Manager, Target Marketing; Manager, Management Information Systems; Quality Store Front Supervisor; Ad Operations Manager; Manager, Telemarketing; Copy Flow Coordinator/Night Supervisor; Copy Flow Coordinators; Sales Manager, Call Center; Supervisors, Telephone Sales; Supervisor, Ad Order Entry; Assistant Supervisor, Phone Sales; Coordinator, Administration/Technology; Advertising Systems Support Supervisor; Sales Manager, Baltimore City; Sales Manager, Anne Arundel County; Sales Manager, Howard County; Sales Manager, Carroll County; Sales Manager, Agencies; Classified Sales Manager, Real Estate and Rental; Sales Manager, New Homes and Resale; Sales Manager, National Advertising; Sales Manager, Finance/Health/Education; Sales Manager, Food & Target Marketing; Sales Manager, Department Stores & Home; Sales Manager, Business; Sales Manager, Automotive; Sales Manager, Baltimore County; Manager, Special Sections; Senior Programmer Analyst; Programmer Analyst; Advertising Quality Assurance Manager; Special Sections Supervisor; Ad Operations Customer Service Manager; Recruitment/Training Supervisor; Two (2) Sales Managers, Sales Development; Art Director; Advertising Art Supervisor

In the Inside Circulation Office: Vice President, Circulation; Director of Circulation Operations; Circulation Director, Marketing; Two (2) Assistant Circulation Directors; Confidential Secretaries to the foregoing; Circulation Office Manager; Two (2) Circulation Customer Service Managers/Ombudsmen; Order Processing Supervisor; Single Copy Manager; Circulation Sales Manager; Circulation Promotion Manager; Project Administrator; Project Administrator/Statistics Coordinator; Circulation System Manager; Management Information Systems Manager; Two (2) Special Project Managers; Circulation Data Manager; Circulation Information Systems Manager; Circulation MIS Specialist; Circulation Info./Budget Manager; Customer Service Satisfaction Manager; Circulation Sales and Retention Manager; Educational Services Manager; Consumer Marketing Manager; Retail Sales Marketing Manager; Assistant Circulation Office Manager; Director, Customer Satisfaction; Two (2) Customer Satisfaction Managers; Outside Circulation Department Employees and their Managers and Supervisors

In the Transportation Department: Manager of Fleet and Distribution Operations; Confidential Secretary to the foregoing; Distribution Operations Manager; Fleet Service & Maintenance Manager; Four (4) Distribution Managers

In the Marketing and Communications Department: Vice President, Marketing and Communication; Sales and Marketing Manager; Director of Marketing and Communications; Advertising Marketing Manager; PSD Supervisor; Confidential Secretary; Special Events Manager; Assistant Marketing Manager/Research; Research Manager; Public Relations Manager; Advertising Art/Layout/Photo Supervisor; Creative Services and Production Manager; Classified Marketing Manager; Confidential Secretary; Creative Services Coordinators; Director, Marketing Development; Marketing Manager; Director, Public and Media Relations

In the Employee & Labor Relations Department: Vice President, Human Resources and Legal Affairs; Labor Relations Director; Confidential Secretary to the foregoing; Human Resources Director; Employee and Labor Relations Manager; Human Resources Assistant Director; Organization Development Manager; Employee Relations Administrator; Organization Development Representative; HRIS Administrator; Human Resources Representatives; Environmental/Safety Administrator; Employment Supervisor; Medical Services Administrator; Human Resources Specialists; Compensation Analyst; Five (5) Human Resources Services Assistants; Paralegal/Personnel Assistant

In the Information Technology Department: Vice President, Information Technology; Assistant Director, Information Technology; Confidential Secretary; Technical Services Manager; Two (2) Application

Development Managers; Publishing System Manager; Two (2) Management Information Micro Comp Specialists; Network & Telecommunications Manager; Business Systems Support Supervisor; Production Applications/Systems Supervisor; Manager, Computer Operation & Maintenance; Microcomputer Supervisor; OPS/Data Control Supervisor; Business Systems Manager; Telecommunications Manager; Two (2) Operations and Systems Support Managers; Publishing System Supervisor Calvert Street; Publishing System Supervisor Sun Park; Hardware Maintenance/Technical Support Supervisors; Post-Press Hardware Support Supervisor; Tech Support Senior Supervisor; Engineering/Design Manager; Project Manager; Computer Support Analysts; Network Analysts; Programmer Analysts; Telecommunication Analysts; Publishing Systems Analysts; Hardware Engineers; Software Engineers; Senior Programmer Analysts; Senior Publishing Systems Analysts; Systems Architects; Systems Programmers; Publishing System Specialists; Publishing System Technicians; Telecom Specialists

In the Facilities Department: Facilities Director; Building/Equipment Support Director; Confidential Secretary to the foregoing; Support Services Supervisors; Facilities Services Manager; Two (2) Assistant Supervisors, Custodial Services; Security Coordinator; Maintenance Supervisors

1.8(c) SUNSOURCE DEPARTMENT

In the SunSource Department: SunSource General Manager; SunSource Supervisor; SunSource Inside Sales Manager; Creative Service Coordinators

Section 1.9 - Additional Excluded Positions. The Publisher and the Guild agree to the exclusion of the above positions from the jurisdiction of the Guild. Because of the changing structure of employment in the newspaper industry, the Publisher may, consistent with applicable NLRA standards, create additional excluded positions. Any and all disputes between the parties concerning the creation of such new excluded positions shall be subject to the grievance process of this Agreement, but shall not be subject to arbitration under this Agreement. Each party at its sole discretion, retains the right to raise such disputes through the grievance process, directly to the NLRB, or both.

The Publisher will provide the Guild with notice of a new excluded position in a department covered by this Agreement within thirty (30) days after the filling of that new excluded position, but the lack of such timely notice shall not excuse the Guild's failure to raise a dispute over the creation of a new excluded position through the grievance process, directly to the NLRB, or both. Any dispute between the parties over whether the Publisher has properly provided timely notice to the Guild of a new excluded position shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 2

Management Functions

Section 2.1 - Managerial Rights. All management functions and prerogatives which the Publisher has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively in the Publisher.

ARTICLE 3

Fair Employment Practices

Section 3.1 - Non-Discrimination. There shall be no discrimination against any person because of age, sex, race, creed, color, national origin, handicap, sexual orientation, marital or parental status, political affiliation or belief. The Publisher shall continue to actively recruit and promote women and members of minority groups for all positions covered by this Agreement in accordance with the Publisher's Affirmative Action Program.

Section 3.2 - Administration. It is agreed by the Publisher and the Guild that the Company shall distribute an annual statement of its Affirmative Action Program to all management personnel with responsibility for implementing and administering the program in the departments covered by this Agreement. The Employee and Labor Relations Department shall administer this program and include a description of it in all issues or reissues of employee handbooks.

Section 3.3 - Advertisements. Employment advertisements will contain assurance of Equal Employment Opportunity.

Section 3.4 - Fair Employment Practices Committee. In order to accomplish the purposes of fair employment principles, The Baltimore Sun and the Guild shall appoint an equal number (not less than three nor more than six) of representatives to a standing committee. This committee shall meet upon request of either party, but not more often than quarterly. This committee will have no authority to hear or attempt to adjudicate any grievances filed by individual employees, groups of employees, or the Guild. The committee may make advisory, but non-binding, recommendations to the Guild and The Baltimore Sun on such matters as recruitment and promotion of employees. Any disagreements arising among and between members of the committee or any rejection of recommendations by the committee shall not be subject to the grievance/arbitration procedures set forth in Article 12 and Article 13 of the Agreement.

ARTICLE 4

Dues Checkoff and Union Membership

Section 4.1- Checkoff Authorization. Any employee may voluntarily file with the Publisher in the form set forth in Section 4.2 of this Article, a written authorization and direction to deduct, from the employee's salary or other earnings, current Guild dues, as certified to the Publisher by the Guild from time to time. Such authorization may be revoked by the employee only in the manner provided in the form set forth in Section 4.2 of this Article. The Guild will file with the Publisher a schedule certified by its treasurer showing the amount of current dues payable by employees in each pay group. Within thirty (30) days of receiving notice of a dues change, the Publisher will make deductions from the salaries or other earnings of employees in accordance with said authorizations and schedules filed hereunder by employees or the Guild, but it assumes no responsibility either to the employees or the Guild in the event that, through inadvertence or errors, it shall fail to do so in any instance. All sums so deducted shall be remitted by the Publisher as promptly as possible to the Guild, but no later than the fifteenth (15th) day of the following month.

Section 4.2 - Dues Deduction Authorization Form. A dues deduction authorization shall be filed in the following form:

Baltimore, Maryland (Date of Authorization)

I hereby authorize and direct The Baltimore Sun Company to deduct from any salary or other earnings standing to my credit on its books in each week following the date of this authorization the amount of current dues payable by me to the Washington-Baltimore Newspaper Guild during such calendar week, according to the certified schedule filed by the Guild with The Baltimore Sun Company.

I further authorize and direct The Baltimore Sun Company to remit all sums so deducted to the Washington-Baltimore Newspaper Guild.

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

I agree to save The Baltimore Sun Company harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to the Washington-Baltimore Newspaper Guild pursuant to the terms of this authorization.

(Signature of Employee)

(Signature of Witness)

Section 4.3 - Union Membership.

4.3(a) Current Members. All employees who are members of the Guild as of the date of execution of this Agreement shall, as a condition of employment, maintain membership in the Guild by tendering periodic dues for the duration of this Agreement.

4.3(b) New Employees. Not fewer than eight (8) out of ten (10) new employees hired after the date of execution of this Agreement within the jurisdiction of the Guild, without regard to department, shall, as a condition of employment, become members of the Guild not later than the thirty-first (31st) day following employment, by tendering initiation fees and periodic dues and shall maintain such membership for the duration of this Agreement.

4.3(c) Failure to Tender Dues. Any present employee who fails to tender periodic dues to maintain membership under Section 4.3(a) above or any future employee who is required under Section 4.3(b) above to become a member and who fails to tender initiation and periodic dues in order to become a member and maintain membership shall be discharged by the Publisher after two (2) weeks' written notice from the Guild unless the employee has complied within the two-week period.

Section 4.4 - Information at Hiring. At the time of hire, the Publisher shall provide each new employee covered by the Guild with a copy of the union security provisions in Section 4.3(b) of the collective bargaining Agreement.

Section 4.5 - Definition of Dues. As used in this Agreement, the term “dues” shall continue to mean either full dues or financial core dues, also known as representation fees.

ARTICLE 5

Wages

Section 5.1 – Minimum Salaries and General Increases

Section 5.1(a)- Minimum Salaries. The following schedule of minimum weekly salaries shall be in effect for the job classifications set forth herein, provided that nothing in this Agreement shall be construed as preventing the Publisher from paying wages higher than those set forth herein; and provided further that no employee employed on or before June 25, 2007, shall have his/her salary reduced as a result of the signing of this Agreement, except pursuant to the provisions of Section 8.8(b).

The experience steps marked with an * shall not apply to employees employed as of June 24, 2003.

Pay Group N-1:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Flat	\$1,237	\$1,247	\$1,257	\$1,267

Pay Group N-2: Editorial Writer; Op-Ed Page Editor; Political Cartoonist; Columnist (Designated by the Managing Editor or the Editorial Page Editor); Slot Person; Make-Up-Person; Assistant Foreign Editor; Assistant News Editor; Assistant National Editor; Assistant Features Editor; Graphics Editor; Design Editor; Assistant Financial/Business Editor; Assistant Director of News Photography; Special Sections Editor; Picture Editor:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Flat	\$1,207	\$1,217	\$1,227	\$1,237

Individuals working as Slot/Paginators to receive \$35.00 more than top minimum above.

Pay Group N-3: Copy Editor; Fully Qualified Rewrite Person; Intern; Editorial Intern:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$531	\$541	\$551	\$561
After 1 Year	\$610	\$620	\$630	\$640
After 2 Years	\$685	\$695	\$705	\$715
After 3 Years	\$835	\$845	\$855	\$865
After 4 Years*	\$949	\$959	\$969	\$979
After 5 Years*	\$1,063	\$1,073	\$1,083	\$1,093
After 6 Years	\$1,177	\$1,187	\$1,197	\$1,207

Pay Group N-4: Reporter; Sports Reporter; Designer; Graphic Artist; News Photographer; Critic; Intern:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$531	\$541	\$551	\$561

After 1 Year	\$610	\$620	\$630	\$640
After 2 Years	\$685	\$695	\$705	\$715
After 3 Years	\$835	\$845	\$855	\$865
After 4 Years*	\$939	\$949	\$959	\$969
After 5 Years*	\$1,043	\$1,053	\$1,063	\$1,073
After 6 Years	\$1,147	\$1,157	\$1,167	\$1,177

Pay Group N-5: Assistant Chief Librarian; Librarian I; Editorial Department Coordinator:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$444	\$454	\$464	\$474
After 1 Year	\$474	\$484	\$494	\$504
After 2 Years	\$514	\$524	\$534	\$544
After 3 Years	\$564	\$574	\$584	\$594
After 4 Years*	\$675	\$685	\$695	\$705
After 5 Years*	\$786	\$796	\$806	\$816
After 6 Years	\$897	\$907	\$917	\$927

Pay Group N-6: Communications Clerk:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$389	\$399	\$409	\$419
After 1 Year	\$414	\$424	\$434	\$444
After 2 Years	\$519	\$529	\$539	\$549
After 3 Years*	\$574	\$584	\$594	\$604
After 4 Years*	\$628	\$638	\$648	\$658
After 5 Years	\$683	\$693	\$703	\$713
Wire Room Chief	\$829	\$839	\$849	\$859

Pay Group N-7: Photo Technician:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$404	\$414	\$424	\$434
After 1 Year	\$438	\$448	\$458	\$468
After 2 Years	\$468	\$478	\$488	\$498
After 3 Years	\$612	\$622	\$632	\$642
After 4 Years*	\$681	\$691	\$701	\$711
After 5 Years*	\$751	\$761	\$771	\$781
After 6 Years	\$845	\$855	\$865	\$875

Pay Group N-8: Librarian II:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
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Start	\$400	\$410	\$420	\$430
After 1 Year	\$436	\$446	\$456	\$466
After 2 Years	\$504	\$514	\$524	\$534
After 3 Years	\$601	\$611	\$621	\$631
After 4 Years*	\$653	\$663	\$673	\$683
After 5 Years*	\$704	\$714	\$724	\$734
After 6 Years	\$756	\$766	\$776	\$786

Pay Group N-9: Librarian III:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$399	\$409	\$419	\$429
After 1 Year	\$484	\$494	\$504	\$514
After 2 Years	\$576	\$586	\$596	\$606
After 3 Years*	\$626	\$636	\$646	\$656
After 4 Years*	\$676	\$686	\$696	\$706
After 5 Years	\$726	\$736	\$746	\$756

Pay Group N-10: Editorial Assistant:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$394	\$404	\$414	\$424
After 1 Year	\$424	\$434	\$444	\$454
After 2 Years	\$454	\$464	\$474	\$484
After 3 Years	\$539	\$549	\$559	\$569
After 4 Years*	\$587	\$597	\$607	\$617
After 5 Years*	\$635	\$645	\$655	\$665
After 6 Years	\$683	\$693	\$703	\$713

Pay Group N-11: Copy Person:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$394	\$404	\$414	\$424
After 1 Year	\$436	\$446	\$456	\$466
After 2 Years	\$478	\$488	\$498	\$508
After 3 Years*	\$509	\$519	\$529	\$539
After 4 Years*	\$539	\$549	\$559	\$569
After 5 Years	\$570	\$580	\$590	\$600
Head Copy Person	\$664	\$674	\$684	\$694

Pay Group C-1: Advertising Sales Person:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
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Start	\$478	\$488	\$498	\$508
After 1 Year	\$556	\$566	\$576	\$586
After 2 Years	\$635	\$645	\$655	\$665
After 3 Years	\$735	\$745	\$755	\$765
After 4 Years*	\$863	\$873	\$883	\$893
After 5 Years*	\$991	\$1,001	\$1,011	\$1,021
After 6 Years	\$1,119	\$1,129	\$1,139	\$1,149

Sales Trainee: First six months \$321 flat; Second six months \$351 flat. Account Executive: \$15 more than applicable experience step above. Senior Account Executive: \$20 more than top minimum above. Group Supervisor: \$30 more than top minimum above.

Pay Group C-2: Electrician-Technician; Machinist; Building Mechanic:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$448	\$458	\$468	\$478
After 1 Year	\$493	\$503	\$513	\$523
After 2 Years	\$541	\$551	\$561	\$571
After 3 Years	\$595	\$605	\$615	\$625
After 4 Years*	\$724	\$734	\$744	\$754
After 5 Years *	\$852	\$862	\$872	\$882
After 6 Years	\$981	\$991	\$1,001	\$1,011

Assistant Chief Electrician, Assistant Chief Building Mechanic and Assistant Chief Machinist: \$50 more than top minimum above.

Pay Group C-3: Advertising Analyst; Research Analyst; Principal Advertising Make-Up Person; MarCom Coordinator; Advertising Designer; Commercial Photographer; Promotion Artist; MarCom Photographer; Marketing Designer:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$448	\$458	\$468	\$478
After 1 Year	\$488	\$498	\$508	\$518
After 2 Years	\$531	\$541	\$551	\$561
After 3 Years	\$581	\$591	\$601	\$611
After 4 Years*	\$698	\$708	\$718	\$728
After 5 Years*	\$816	\$826	\$836	\$846
After 6 Years	\$933	\$943	\$953	\$963

Analyst Trainee: First six months \$321 flat; Second six months \$346 flat.
 Senior Research Analyst: \$15 more than applicable experience step above.
 Marketing Designer: \$100 more than applicable experience step above.

Pay Group C-4: Copywriter; Special Sections Coordinator; Special Sections Artist:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$448	\$458	\$468	\$478
After 1 Year	\$488	\$498	\$508	\$518
After 2 Years	\$531	\$541	\$551	\$561
After 3 Years	\$581	\$591	\$601	\$611
After 4 Years *	\$693	\$703	\$713	\$723
After 5 Years*	\$806	\$816	\$826	\$836
After 6 Years	\$918	\$928	\$938	\$948

Senior Copywriter: \$15 more than applicable experience step above.

Pay Group C-5: Carpenter; Automotive Technician:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$424	\$434	\$444	\$454
After 1 Year	\$458	\$468	\$478	\$488
After 2 Years	\$498	\$508	\$518	\$528
After 3 Years	\$579	\$589	\$599	\$609
After 4 Years *	\$688	\$698	\$708	\$718
After 5 Years*	\$796	\$806	\$816	\$826
After 6 Years	\$905	\$915	\$925	\$935

Automotive Technician Foreman: \$20 more than top minimum above.

Pay Group C-6: Inside Advertising Account Representative; Facilities Support Person:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$459	\$469	\$479	\$489
After 1 Year	\$504	\$514	\$524	\$534
After 2 Years	\$539	\$549	\$559	\$569
After 3 Years	\$614	\$624	\$634	\$644
After 4 Years*	\$707	\$717	\$727	\$737
After 5 Years*	\$799	\$809	\$819	\$829
After 6 Years	\$892	\$902	\$912	\$922

Senior Inside Advertising Account Representative: \$15 more than applicable experience step above.

Pay Group C-7: Principal Clerk; Make-Up Clerk; Assistant Cashier; Chief Switchboard Operator.

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$419	\$429	\$439	\$449
After 1 Year	\$448	\$458	\$468	\$478
After 2 Years	\$478	\$488	\$498	\$508
After 3 Years	\$511	\$521	\$531	\$541
After 4 Years (new)*	\$606	\$616	\$626	\$636
After 5 Years (new)*	\$700	\$710	\$720	\$730
After 6 Years (old 5 yrs.)	\$795	\$805	\$815	\$825

Make-Up Clerk: \$50 more than the applicable experience step above.

Pay Group C-8: Maintenance Assistant:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$414	\$424	\$434	\$444
After 1 Year	\$458	\$468	\$478	\$488
After 2 Years	\$498	\$508	\$518	\$528
After 3 Years	\$637	\$647	\$657	\$667
After 4 Years*	\$705	\$715	\$725	\$735
After 5 Years*	\$773	\$783	\$793	\$803
After 6 Years	\$841	\$851	\$861	\$871

Pay Group C-9: Chief Contracts Clerk; Chief Reports Clerk; Chief Clerk Advertising Service; Chief Clerk Classified Mail Desk; Classified Adjuster, Fully Experienced and Regularly Assigned; Circulation Ombudsman; Commercial Credit Representative; Sales Assistant; Target Marketing Coordinator

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$394	\$404	\$414	\$424
After 1 Year	\$424	\$434	\$444	\$454
After 2 Years	\$463	\$473	\$483	\$493
After 3 Years	\$585	\$595	\$605	\$615
After 4 Years*	\$645	\$655	\$665	\$675
After 5 Years*	\$704	\$714	\$724	\$734
After 6 Years	\$764	\$774	\$784	\$794

Senior Sales Assistant: \$15 more than the applicable experience step above.

Pay Group C-10: Customer Service Representative (Circulation and Finance); Classified Telephone Ad Representative; Counter Clerk:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$400	\$410	\$420	\$430
After 1 Year	\$422	\$432	\$442	\$452
After 2 Years	\$446	\$456	\$466	\$476
After 3 Years	\$504	\$514	\$524	\$534
After 4 Years*	\$576	\$586	\$596	\$606
After 5 Years*	\$647	\$657	\$667	\$677
After 6 Years	\$719	\$729	\$739	\$749

Senior Classified Telephone Ad Representative: \$15 more than applicable experience step above.

A Classified Telephone Advertising Representative who is assigned and begins solicitation and/or resolicitation duties will be paid \$7.00 for each such 8-hour shift in addition to his/her regular salary. In the event the employee assigned to such duties is a part-time employee who typically is scheduled for less than 8 hours per shift, the \$7.00 will be prorated accordingly. An employee who is scheduled for a 10-hour shift by mutual consent, will be paid \$8.75 for each such 10-hour shift in addition to his/her regular salary.

Pay Group C-11: Dispatcher Ad Service; Payroll Clerk; Paying and Receiving Teller; Credit Claim Adjuster; Chief Clerk Mail Subscription; Senior Clerk; Customer Satisfaction Representative:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$404	\$414	\$424	\$434
After 1 Year	\$438	\$448	\$458	\$468
After 2 Years	\$534	\$544	\$554	\$564
After 3 Years*	\$586	\$596	\$606	\$616

After 4 Years*	\$637	\$647	\$657	\$667
After 5 Years	\$689	\$699	\$709	\$719

Pay Group C-12: Newspaper in Education Coordinator; Marketing Research Librarian:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$394	\$404	\$414	\$424
After 1 Year	\$424	\$434	\$444	\$454
After 2 Years	\$533	\$543	\$553	\$563
After 3 Years*	\$589	\$599	\$609	\$619
After 4 Years*	\$645	\$655	\$665	\$675
After 5 Years	\$701	\$711	\$721	\$731

Pay Group C-13: *Stock Clerk; *Switchboard Operator; Stenographer; Display or Classified Advertising Service Clerk; Intermediate Clerk; Circulation Service Clerk; Draw Order Clerk; *Metal Remelter; Statistical Clerk; Single Copy Circulation Service Clerk; Cash Applications Clerk:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$389	\$399	\$409	\$419
After 1 Year	\$419	\$429	\$439	\$449
After 2 Years	\$479	\$489	\$499	\$509
After 3 Years	\$539	\$549	\$559	\$569
After 4 Years*	\$579	\$589	\$599	\$609
After 5 Years*	\$618	\$628	\$638	\$648
After 6 Years	\$658	\$668	\$678	\$688

Pay Group C-14: Janitor; Carpenter's Helper:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$399	\$409	\$419	\$429
After 1 Year	\$419	\$429	\$439	\$449
After 2 Years	\$467	\$477	\$487	\$497
After 3 Years	\$515	\$525	\$535	\$545
After 4 Years*	\$550	\$560	\$570	\$580
After 5 Years*	\$586	\$596	\$606	\$616
After 6 Years	\$621	\$631	\$641	\$651

Assistant Head Janitor: \$20 more than top minimum above. UV Ray Janitor: \$15 more than the applicable experience step above.

Pay Group C-15: Junior Clerk; Receiving Clerk; Typist; Receptionist; Tour Guide; Messenger; Mail Person; Parking Lot Attendant:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$394	\$404	\$414	\$424
After 1 Year	\$414	\$424	\$434	\$444
After 2 Years	\$439	\$449	\$459	\$469
After 3 Years	\$479	\$489	\$499	\$509
After 4 Years*	\$508	\$518	\$528	\$538
After 5 Years*	\$538	\$548	\$558	\$568
After 6 Years	\$567	\$577	\$587	\$597

Driver Messengers shall receive \$4 per day additional when assigned to driving a vehicle.

Pay Group T-1: Programmers:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$478	\$488	\$498	\$508
After 1 Year	\$511	\$521	\$531	\$541
After 2 Years	\$541	\$551	\$561	\$571
After 3 Years	\$581	\$591	\$601	\$611
After 4 Years*	\$696	\$706	\$716	\$726
After 5 Years*	\$810	\$820	\$830	\$840
After 6 Years	\$925	\$935	\$945	\$955

Pay Group T-2: Computer Operators; Data Control Analyst:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$399	\$409	\$419	\$429
After 1 Year	\$433	\$443	\$453	\$463
After 2 Years	\$463	\$473	\$483	\$493
After 3 Years	\$597	\$607	\$617	\$627
After 4 Years*	\$662	\$672	\$682	\$692
After 5 Years*	\$726	\$736	\$746	\$756
After 6 Years	\$791	\$801	\$811	\$821

Head Computer Operator: \$20 more than top minimum above.

Pay Group T-3: Data Entry Clerk:

	<u>6/25/07</u>	<u>6/22/08</u>	<u>6/21/09</u>	<u>6/20/10</u>
Start	\$399	\$409	\$419	\$429
After 1 Year	\$424	\$434	\$444	\$454
After 2 Years	\$449	\$459	\$469	\$479
After 3 Years	\$526	\$536	\$546	\$556
After 4 Years*	\$571	\$581	\$591	\$601
After 5 Years*	\$615	\$625	\$635	\$645
After 6 Years	\$660	\$670	\$680	\$690

Programming Librarian: \$25 more than applicable experience step above.

Section 5.1(b) General Increases

Section 5.1(b)1. Employees Above Top Minimum or Between Experience Steps. An employee who is above the top minimum for his/her job classification or who is at a rate that is between experience steps as of the effective dates set forth in Section 5.1(a) above shall receive the same weekly increase, if any, that is applied to the wage scales in Section 5.1(a).

Section 5.1(b)2. Employees Hired On or After Execution Date of Agreement. An employee hired on or after the execution date of this Agreement, will be paid in accordance with the schedule for his/her job classification in Section 5.1 above, subject to the other provisions of this Article. Thereafter, such employees will advance on the schedule provided for his/her job classification in Section 5.1 above, subject to the other provisions of this Article.

Section 5.2 – Performance-based Pay Increases

5.2.1 In addition to the minimum weekly salaries and general increases set forth in Section 5.1, the Publisher shall establish a minimum performance-based pay pool from which performance-based pay increases to weekly salaries will be allocated to employees covered by this Agreement (other than commission sales representatives) as individually determined by the Publisher. Decisions regarding the meritorious performance and the granting of increases will be made at the sole discretion of the Publisher and shall not be subject to the provisions of Article 12 nor Article 13 of this Agreement.

5.2.2 Increases to weekly salaries based upon performance-based pay shall be made as of the following dates:

- (a) June 25, 2007
- (b) June 22, 2008
- (c) June 21, 2009
- (d) June 20, 2010

Employees are eligible to receive performance-based pay only while in active employment. Employees who are not in active employment or who have ceased employment within the unit shall have no claim to performance-based pay.

5.2.3 The minimum size of the performance-based pay pool for each department's distribution above shall be calculated in accordance with the following formula: The number of full-time, active employees covered by this Agreement in each department on payroll as of March 31 of the year in which the performance-based pay increases are being granted (which number shall include the number of part-time employees converted to full-time equivalent positions, but shall not include the number of commission sales representatives) *multiplied by* the per week dollar amount specified below *multiplied by* 52 weeks.

Basis for the 6/25/07 performance-based pay pool:	\$10
Basis the 6/22/08 performance-based pay pool:	\$12
Basis for the 6/21/09 performance-based pay pool:	\$15
Basis for the 6/20/10 performance-based pay pool:	\$15

Each department will have its own performance-based pay pool pursuant to this Section 5.2.3, except that Advertising, Marketing and Communications, and Sunsource shall be considered one department and Inside Circulation, Advertising Operations and Facilities shall be considered one department.

5.2.4 The Publisher shall be under no obligation to re-allocate any portion of a department's performance-based pay pool not actually paid out to employees who are not in active employment or who have ceased employment within the unit.

Section 5.3 - Experience Rating. The experience rating for a new employee shall be determined between the Publisher and the new employee at the time of hire.

Section 5.4 - Part-Time Employees.

5.4(a) Rate of Pay. A part-time employee shall be paid at an hourly rate determined by dividing the minimum salary for the employee's job classification and experience rating by forty (40).

5.4(b) Experience Rating. A part-time employee shall advance on the schedule of minimum salaries based on actual hours worked.

Section 5.5 - Temporary Transfer Pay.

5.5(a) Job Classification Within the Unit. In the event an employee is required to work more than fifty percent (50%) of his/her workweek in a higher classification, the employee shall be paid at least the minimum in the higher classification which is the next higher than his/her salary, but at least twenty-five dollars (\$25.00) additional for the week, whichever is greater. Any employee who works in a higher classification shall receive at least the minimum in the higher classification which is next higher than his/her regular salary for days in which one-half or more of the employee's working time is spent in the higher classification, but at least five dollars (\$5.00) additional for the day, whichever is greater. Any day in which one-half or more of his/her working time is spent in a higher classification shall be considered a full day worked for purposes of this Article.

5.5(b) Exempt Position. In the event an employee is required to work more than fifty percent (50%) of his/her workweek performing work in an exempt position, the employee shall be paid fifty dollars

(\$50.00) additional for the week, and if the employee works more than one-half of his/her working day doing such work, the employee shall be paid ten dollars (\$10.00) additional for the day.

5.5(c) Termination of Temporary Transfer. Upon termination of a temporary transfer, such employee shall be returned to his/her former job classification and to the salary to which he or she would have been entitled had he or she remained in such job classification.

Section 5.6 - Promotions. An employee promoted to a job classification in a higher pay group shall be paid at least the minimum scale in the higher pay group which is next higher than the salary the employee was earning in the employee's previous job classification, provided that such increase shall not be less than fifteen dollars (\$15.00) per week. An employee who is promoted may, within a tryout period of not more than six (6) months, return or be returned to the employee's former job classification and to the salary to which the employee would have been entitled had the employee remained in such job classification. An employee shall have the right to have a conference with his or her supervisor at reasonable times during the tryout period to discuss the employee's job progress.

Section 5.7 - New Job Classification. When the Publisher creates a new job classification, the Guild shall have the right to negotiate if it differs as to the pay group to which the new job classification has been assigned or as to the minimum salary, if a new pay group is created.

Section 5.8 - Shift Differential. An employee whose scheduled workday begins after twelve o'clock noon and before four o'clock p.m. shall be paid a shift differential of four dollars (\$4.00) for each eight-hour shift worked. An employee whose scheduled workday begins at or after four o'clock p.m. and before twelve o'clock midnight shall be paid a shift differential of four dollars and fifty cents (\$4.50) for each eight-hour shift worked. An employee whose scheduled workday begins at or after twelve o'clock midnight and before six o'clock a.m. shall be paid a shift differential of five dollars (\$5.00) for each eight-hour shift worked. Employees entitled to shift differential who work less than eight (8) hours shall receive a differential prorated on the basis of four dollars (\$4.00), four dollars and fifty cents (\$4.50) or five dollars (\$5.00), respectively. Shift differential shall be considered part of the base pay for each day the employee is entitled to such differential and there shall be no deduction of shift differential from sick leave, vacation, holiday or severance pay.

Section 5.9 - Overtime Compensation. An employee shall be entitled to one and one-half (1 ½) times his/her regular hourly rate when required by the Publisher to work beyond the regular workweek as defined in Section 6.2 of this Agreement. Employees shall receive overtime pay for hours worked as defined herein.

Hours worked shall be defined as all hours during which the employee has performed actual work on behalf of the Publisher, however, the Publisher will include paid, but unworked time for jury duty (Section 16.7), bereavement leave (Section 16.5) and holidays (Article 7). All other paid, but unworked time shall not constitute hours of work for the purposes of this section.

Section 5.10 - Standby Pay. An employee directed by the Publisher to standby, subject to being called to work during the periods when the employee is not scheduled to work, shall receive straight-time pay for those periods. Leaving mail or telegraphic address or telephone number with the Publisher, when the employee's freedom is not interfered with, shall not constitute standing by.

Section 5.11 - Payment of Salary. Payment of salary shall be made biweekly.

ARTICLE 6

Hours of Work

Section 6.1 - Workweek. The workweek begins on Sunday and runs through the following Saturday.

Section 6.2 - Regular Workweek. An employee's regular workweek shall consist of forty (40) hours for five (5) days, except that the Publisher may schedule such forty (40) hours over four (4) or six (6) days by mutual agreement of the Publisher and the Guild.

Section 6.3 - Regular Workday. As scheduled by the Publisher, the regular workday shall consist of eight (8) hours falling within nine (9) consecutive hours. The Publisher may, however, approve requests from employees to work more or less than eight (8) hours a day if requests are consistent with the Publisher's operating requirements. In such instances, the Publisher will not be required to pay overtime pay for the hours to be made up on a previous or subsequent day, whichever is applicable, within that workweek. The Publisher will pay overtime for all hours worked in excess of forty (40) hours which are worked in the workweek. At the request of the Guild, the Publisher shall furnish the names of those employees whose requests were granted for the previous workweek.

Section 6.4 - Work Schedules. Regular work schedules shall be as designated by the Publisher, provided that the Publisher shall give notice of the work schedules at least seven (7) calendar days preceding the week in which the schedule is effective. Except in the case of an office emergency, work schedules shall not be changed without consent of the employee. After an employee leaves on vacation, his/her work schedule for the first week of the employee's return will not be changed except by agreement with the employee, provided, however, that every effort will be made to schedule the days off of each employee in the weeks preceding and following the employee's vacation to immediately precede and follow the employee's vacation. Except in the case of illness, vacation, or other absence, the regular work schedule shall provide for not less than eleven (11) hours between shifts. An employee who, in accord with the scheduled shift established by the Publisher, commences work less than eleven (11) hours after completion of the previous regular straight-time shift, shall receive one and one-half (1½) times the employee's regular rate of pay for all hours worked before the lapse of that eleven (11) hour period. The regular work schedule of employees shall include not more than two (2) different starting times in the same workweek unless necessitated by illness, vacations or office emergencies. The Publisher may, however, approve written requests from employees for a third starting time if such requests are consistent with the Publishers operating requirements; the Publisher will notify the Guild of a decision approving such requests and will enclose with the notification a copy of the signed request which was approved. In departments where practicable, consecutive days off will be scheduled; when not practicable, every effort will be made to rotate schedules to provide consecutive days off as frequently as possible.

Section 6.5 - Overtime Provision.

6.5(a) Exemptions. Employees employed in the following job classifications shall be exempt from the overtime provisions of this Agreement: Editorial writers, drama critics, cartoonists, racing editors, additional racing writers when the Maryland tracks are operating, outdoor editors, baseball writers during season, political and legislative writers when on out-of-town assignments, writers and photographers assigned to cover the training or playing trips of teams engaged in professional or college sports, writers or photographers assigned to the President of the United States on out-of-town trips (or to candidates for national office on such trips), employees not covered by the wage and hour laws.

6.5(b) Travel Time. Except for employees exempt pursuant to the provisions of Section 6.5(a) of this Agreement, the time required by an employee to travel to and from an assignment out of the office to

which he/she is regularly assigned, shall be considered time worked for the purpose of computing overtime pay.

6.5(c) Overtime Records. An employee required to work overtime shall submit a written record of all overtime hours worked to the employee's immediate supervisor no later than the employee's next scheduled workday. The Publisher shall continue to keep a record of all overtime worked and upon request shall make this record available to the Guild.

6.5(d) Elimination of Lunch Periods. An employee shall be paid one and one-half (1 ½) times the employee's regular rate of pay for any time the employee is required to work during an eliminated or reduced lunch period.

6.5(e) Off Day. A full-time employee required to work on his/her off day(s) shall receive not less than a full day's pay for not less than 5 1/3 hours work. If required to work for more than 5 1/3 hours, the employee shall be paid at the rate of time and one-half for all hours actually worked.

Section 6.6 - Call-Out Pay. An employee, not on the Publisher's premises, who is required to work outside of his/her regularly scheduled workday, shall be paid one and one-half (1 ½) times his/her regular hourly rate for a minimum of three (3) hours or actual hours worked, whichever is greater; provided, however, that if the employee's work continues into his/her next scheduled shift, the employee shall be paid one and one-half (1 ½) times his/her regular hourly rate only for hours actually worked prior to the beginning of such shift.

Section 6.7 - No Duplication or Pyramiding of Premium Pay. Overtime and other premium pay shall be computed at the salary level prevailing on the day worked within the workweek. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he/she shall be paid for such time at the highest rate specified in any such applicable provisions, but shall not be entitled to additional pay for such time under any other such provisions.

ARTICLE 7

Holidays

Section 7.1 - Recognized Holidays. For the purpose of this Agreement, the following days shall be considered paid holidays: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and two floating holidays (part-time employees to receive one floating holiday) to be scheduled by the mutual agreement of the employee and the employee's immediate supervisor. Employees in the News and Editorial Departments shall observe the holidays on the day on which such holidays are observed by the federal government. In the Commercial Department, holidays shall be observed in accord with present practice.

Section 7.2 - Holiday Pay. An employee shall be paid for the holidays enumerated in Section 7.1 of this Article as follows:

7.2(a) Work on a Holiday. An employee required to work on any holiday shall be paid at the rate of double time, with a minimum of a full day's pay at the double time rate. An employee required to work more than a full shift on the holiday shall be paid at the same rate of pay received for the holiday shift for the additional hours. An employee whose shift overlaps two calendar days shall be considered to have

worked on the holiday if four hours or more of the shift worked falls on the holiday; provided, however, that no employee shall be paid more than once for the same holiday.

7.2(b) Holiday on a Regular Workday. If a holiday falls on an employee's regular workday, but the employee is not required to work, the employee shall be paid a straight day's or night's pay.

7.2(c) Holiday on a Scheduled Day Off. If a holiday falls on an employee's scheduled day off, the employee shall receive an additional day or night's pay or an additional day or night off within ten (10) days, or, by mutual agreement between the employee and the Publisher, at some later date.

7.2(d) Days Off in a Holiday Week. To determine the days off of a permanent employee during a week in which there is a holiday, the posted work schedule for the previous week shall be used; provided, however, that this determination shall not prevent the Publisher from making every effort to rotate holiday work equitably with due consideration for the requirements of publication.

7.2(e) Holidays During Vacation. If a holiday falls during an employee's vacation, the employee shall have an additional day added to his/her vacation.

7.2(f) Holiday Overtime Credit. For the purpose of computing overtime in a holiday week, time off because of the holiday and time worked on a holiday shall not affect the payment of overtime to which an employee is otherwise entitled.

Section 7.3 - Holiday Pay for Part-Time Employees. A part-time employee required to work on any holiday shall be paid at the rate of double time for all hours actually worked. A part-time employee who is normally scheduled on a day on which a holiday is observed but who is not required to work on the holiday shall be paid at the straight-time rate for all hours for which the employee would normally have been scheduled. A part-time employee shall not receive holiday pay if the holiday is observed on a day on which he/she is not normally scheduled to work.

Section 7.4 – Floating Holidays. Floating holidays must be used in the calendar year received and may not be carried forward to any subsequent calendar year.

ARTICLE 8

Job Security

Section 8.1 - No Discharge. There shall be no discharge of an employee as a result of the signing of this Agreement, nor shall there be any discharge of or discrimination against an employee because of his/her membership or activity in the Guild.

Section 8.2 - Reduction in Force.

8.2(a) Publisher's Prerogative. The prerogative of the Publisher to reduce the force shall be maintained.

8.2(b) Arbitrability. Layoffs to reduce the force under this Agreement shall not be subject to the grievance procedure in Article 12 or arbitration in Article 13, except that the grievance procedure may be invoked if the Guild states in a written notice to the Publisher its reason for believing that such layoff was not, in fact, to reduce the force.

8.2(c) Prior Notice. At least four (4) weeks in advance of the effective date of such layoffs, the Publisher shall notify the Guild and the employee so that, if requested by the Guild, there may be consultations between the Publisher and a committee designated by the Guild under Section 12.2 of this Agreement for the purpose of discussing such layoffs and of considering possible means by which the hardship of such layoffs may be alleviated. The Publisher agrees to meet with the Guild committee within seven (7) days after the request for such a meeting. Such notice shall specify job classification and number of employees whose layoff is contemplated.

8.2(d) Effect of Voluntary Resignation. If during the four-week prior notice period provided in paragraph 8.2(c), one or more other employees in the same job classification should voluntarily resign, then the number of employees to be laid off shall be reduced to the extent of such resignations.

8.2(e) Definition and Application of Seniority. For the purpose of this Agreement, "classification seniority" shall mean total length of employment in a job classification covered by this Agreement; "employment seniority" shall mean total length of employment with the Publisher within Guild jurisdiction; and "continuous service" shall mean total length of continuous employment with the Publisher, or with an enterprise, subsidiary, related or parent company of the Publisher. Layoffs under this Section 8.2 shall be made within a department in the inverse order of classification seniority. For the sole purpose of allowing eligible employees to exercise their rights under this section, the Sun and Sunday Sun News Department shall be considered as one department. In the event classification seniority does not distinguish between two (2) or more employees for purposes of this subsection (e) or subsection (g) below, employment seniority shall govern. An employee's employment with the Publisher shall terminate upon (1) discharge for just and sufficient cause under Section 8.3 below; (2) resignation; (3) failure to accept an offer of recall under (g) of this Section 8.2; (4) failure to return to work following expiration of a leave of absence; (5) applying for unemployment compensation benefits during an authorized leave of absence; and (6) accepting employment elsewhere during a leave of absence, excluding leaves granted under Section 16.2. Former suburban editions employees shall be credited with 50% of their service in any suburban editions classifications which they held.

8.2(f) Bumping Rights. An employee who is notified that he/she will be laid off may elect, within fourteen (14) days prior to his/her actual date of layoff, to bump into another job classification which the employee has previously held in the same or lower pay group, provided the employee is able to perform the functions of the job within a reasonable break-in training period. If a laid off employee elects to bump, he/she shall displace the employee with the least classification seniority in the job classification into which the laid off employee is eligible to bump; provided however, that the "bumped" employee has less years of service in such job classification than the combined years of service the laid off employee has in such job classification and job classification(s) previously held. An employee who bumps into a job classification in a lower pay group shall be paid what he/she would have received had the employee's employment in such classification been continuous, plus whatever dollar differential above the minimum the employee enjoyed in the classification from which he/she was laid off. Where an employee can bump into more than one job, the order for such bumping shall be the reverse order of the applicable positions which the employee has held (i.e., most recent job first, least recent job last). Full-time employees may bump either full-time or part-time employees, but part-time employees may only bump into part-time positions.

8.2(g) Recall. Laid off employees shall be placed on a recall list for up to two (2) years. Such employees shall remain on a recall list until they are recalled, or decline an offer of recall, or fail to make timely response to an offer of recall. Upon occurrence of a vacancy, the Publisher, before filling that vacancy with a new employee, shall send a notice thereof by certified mail to the last known address of all persons on the recall list who have worked in the classification in which the vacancy occurs; a copy of that notice shall at the same time be sent to the local office of the Guild. If, within fourteen (14) days of the date of

said letter, an employee to whom such notice has been sent has not answered or has not accepted re-employment for which such employee is eligible, his/her name shall be removed from the recall list, and the employee need not be considered any longer for recall. In the event of a reply by any or all such employees on the recall list and so notified, the Publisher shall fill said vacancy from among those so replying who request such recall in order of their seniority in the classification or classifications within which the vacancy occurs, provided that such employee is able to perform the functions of the position for which he/she has applied within a reasonable break-in training period. In the event the vacancy cannot be filled by an employee or employees on the recall list, the Publisher may fill the vacancy with a new employee or employees. Time spent on a recall list by laid off employees shall not constitute breaks in continuous service, except that such time shall not count in computing experience rating and severance pay. An employee recalled under this Section shall be paid the applicable minimums for the classification into which the employee is recalled, plus whatever dollar differential above minimum the employee enjoyed when laid off.

Section 8.3 - Just and Sufficient Cause. There shall be no other discharges except for just and sufficient cause.

Section 8.4 - Record Upon Reinstatement. In the event an employee discharged under Section 8.3 is reinstated by order of the arbitrator provided in Article 13, the employee's service record shall be unimpaired.

Section 8.5 - Severance Pay. An employee laid off pursuant to Section 8.2 of this Agreement shall receive payment in a lump sum in accordance with the following schedule for years of continuous service, provided that, if a laid off employee is recalled, any period of employment for which severance has been paid and not refunded shall not be counted toward continuous service in calculating any severance pay which may thereafter become due. Severance pay shall be calculated at the highest weekly straight-time salary earned by the employee during the twenty-six (26) weeks prior to layoff.

6 months and less than 1 year	2 weeks
1 year and less than 1 ½ years	3 weeks
1 ½ years and less than 2 years.....	4 weeks
2 years and less than 2 ½ years.....	5 weeks
2 ½ years and less than 3 years.....	6 weeks
3 years and less than 3 ½ years	7 weeks
3 ½ years and less than 4 years.....	8 weeks
4 years and less than 4 ½ years.....	9 weeks
4 ½ years and less than 5 years.....	10 weeks
5 years and less than 5 ½ years.....	11 weeks
5 ½ years and less than 6 years.....	12 weeks
6 years and less than 6 ½ years	13 weeks
6 ½ years and less than 7 years.....	14 weeks
7 years and less than 7 ½ years.....	15 weeks
7 ½ years and less than 8 years.....	16 weeks
8 years and less than 8 ½ years.....	17 weeks
8 ½ years and less than 9 years.....	18 weeks
9 years and less than 9 ½ years.....	19 weeks
9 ½ years and less than 10 years.....	20 weeks
10 years and less than 10 ½ years.....	21 weeks
10 ½ years and less than 11 years.....	22 weeks
11 years and less than 11 ½ years.....	23 weeks
11 ½ years and less than 12 years.....	24 weeks

12 years and less than 12 ½ years.....	25 weeks
12 ½ years and less than 13 years.....	26 weeks
13 years and less than 13 ½ years.....	27 weeks
13 ½ years and less than 14 years.....	28 weeks
14 years and less than 14 ½ years.....	29 weeks
14 ½ years and less than 16 ½ years.....	30 weeks
16 ½ years and less than 18 ½ years.....	32 weeks
18 ½ years and less than 20 ½ years.....	34 weeks
20 ½ years and less than 21 ½ years.....	36 weeks
21 ½ years and less than 22 ½ years.....	38 weeks
22 ½ years and less than 23 ½ years.....	40 weeks
23 ½ years and less than 25 years.....	42 weeks
25 years to 26 years.....	44 weeks
26 years to 27 years.....	46 weeks
27 years to 28 years.....	48 weeks
28 years to 29 years.....	50 weeks
29 years and over.....	52 weeks

Section 8.6 - New Processes or Equipment.

8.6(a) Discussion Between the Parties. In the event new equipment or processes shall result in substantial changes in the job content of current job classifications, the Guild or the Publisher may initiate discussions related to the effects thereof. Whenever the Guild or the Publisher elects to initiate such discussions, there shall be a meeting for the purpose of such discussions.

8.6(b) Two-Month Notice. Whenever new processes or equipment will result in reduction in force under Section 8.2 above, other than by attrition, the Publisher agrees to give two (2) months' notice to the Guild when the new equipment is ordered or the new process decided upon in order to give the Guild the opportunity to discuss with the Publisher means by which the effects of the change may be ameliorated.

Section 8.7 - Transfer to Other Cities or Enterprises. No employee shall be transferred by the Publisher to another enterprise not covered by this Agreement in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, or by a subsidiary, related or parent company of the Publisher, without the employee's consent and payment of all transportation and other moving expenses of the employee and family to the other city. An employee shall not be penalized for refusing to accept such transfer. Other provisions of this section notwithstanding, employees (excluding Facilities Department employees) may be transferred over their objections to a bureau of The Sun in Harford, Baltimore, Carroll, Howard or Anne Arundel counties, or from one of those bureaus to Baltimore City with two weeks notice in cases of permanent transfer (two weeks notice is not required for temporary transfers). The Publisher will make every effort to continue the practice of transferring employees on a voluntary, mutually agreeable basis before invoking this Article. Such right to transfer shall not be used for disciplinary or punitive reasons, or otherwise abused. Employees who elect to move in connection with such involuntary transfers shall have transportation and other moving expenses paid as above. There shall be no reduction in salary or impairment of benefits as a result of any transfers under this Article. Employees will not be required to live in the jurisdiction in which they are employed.

Section 8.8(a) - Transfers Within Classification and Pay Group. The Publisher shall have the right to transfer employees within the same job classification and pay group. If an employee refuses such transfer, he/she shall have the right to resign with full severance pay and service record unimpaired.

Section 8.8(b) – Transfers Across Classification and Pay Groups. The Publisher shall have the right to transfer employees to different job classifications covered by this Agreement. Such transfers will be limited to transfers within the employee’s existing department. For the purposes of this Section 8.8(b), the Editorial and News Departments shall be considered to be one department and the Advertising, Marketing and Communications, Inside Circulation, Finance, Ad Ops, Information Technology, and SunSource Departments shall be considered one department.

An employee will be given at least thirty (30) days’ notice of the Publisher’s intent to transfer him/her in accordance with this Section 8.8(b) and, prior to the effective date of the transfer and at the employee’s request, will be given the opportunity to discuss with his/her supervisor alternatives to the transfer.

An employee who is transferred to a lower pay group shall not have his/her salary reduced by more than three percent (3%) upon the effective date of the transfer. An employee whose base salary will be reduced as a result of a transfer shall have the right to resign with full severance pay rather than accept such a transfer. An employee so electing to refuse the transfer and, instead, resign with full severance, must do so within thirty (30) days of the notice of transfer.

Section 8.9 - Job Posting and Notification.

8.9(a) Job Posting. Before filling any vacancy from the outside for positions covered by this contract, the Publisher shall post notice of such vacancy on the bulletin boards provided by the Publisher for the use of the Guild with a copy sent concurrently to the Guild.

8.9(b) Notification of Reasons for Non-Selection. An employee who is not selected to fill a vacancy within the bargaining unit for which he/she has applied, shall be informed in writing, upon request, of the reason or reasons thereof.

Section 8.10 - Career Development Consultation. Each employee shall, upon request, have a career development consultation not more often than every six months.

Section 8.11 - Employee’s Personnel File. Upon reasonable advance request during normal office hours, an employee shall be provided copies of all materials in his/her Human Resources personnel file.

ARTICLE 9

Vacations

Section 9.1 - Vacation Accrual. The Publisher shall grant employees vacation with pay accrued at the following rates:

9.1(a) Full-Time Employee Accrual. Employees who have completed less than one (1) full year of full-time employment by May 1 of any calendar year shall be eligible for vacation computed on the basis of one (1) day of vacation for each twenty-five (25) paid days, including holidays and sick leave, prior to May 1 of said year, up to a maximum of two (2) weeks. Employees who have completed one (1) year of full-time employment but less than four (4) years of full-time employment by May 1 of any calendar year shall be eligible for vacation computed on the basis of one (1) day of vacation for each seventeen (17) paid days, including holidays, sick leave and vacations, prior to May 1 of said year, up to a maximum of three (3) weeks. Employees who have completed four (4) years of full-time employment by May 1 of any calendar year shall be eligible for vacation computed on the basis of one (1) day of vacation for each twelve and one-half (12 ½) paid days, including holidays, sick leave and vacation, prior to May 1 of said year, up to a maximum of four (4) weeks.

9.1(b) Part-Time Employee Accrual. Part-time employees who have been paid less than two thousand eighty (2,080) hours by May 1 of any calendar year shall be entitled to vacation computed on the basis of one (1) hour of vacation for each twenty-five (25) paid hours during the twelve (12) months immediately preceding said May 1. Part-time employees who have been paid for two thousand eighty (2,080) hours but less than eight thousand three hundred twenty (8,320) hours by May 1 of any calendar year shall be entitled to vacation on the basis of one (1) hour of vacation for each seventeen (17) paid hours during the twelve (12) months immediately preceding said May 1. Part-time employees who have been paid for eight thousand three hundred twenty (8,320) or more hours by May 1 shall be entitled to vacation on the basis of one (1) hour of vacation for each twelve and one-half (12 ½) paid hours during the twelve (12) months immediately preceding said May 1.

Section 9.2 - Vacation Schedule. The vacation period shall be May 1 through April 30. Each employee's vacation period shall be designated by the Publisher to meet the requirements of operating conditions, provided, however, that the period preferable to the employee shall be selected whenever possible if the employee has notified his/her immediate supervisor of his/her desired vacation schedule for the months of May through December prior to April 1 of the calendar year preceding the May 1 cut-off date. For the months January through April, the vacation period preferable to the employee shall be selected whenever possible if the employee has notified his/her immediate supervisor at least two (2) months prior to the desired vacation period. If two (2) or more employees select the same vacation period and the Publisher is unable to schedule that vacation period for all such employees, preference shall be given to the employee(s) with the greatest employment seniority.

Section 9.3 - Fourth Week of Vacation. Every effort will be made by the Publisher to schedule the fourth week of vacation for employees entitled to a fourth week as requested by the employee.

Section 9.4 - Vacation Units. Employees will be expected to schedule accrued vacation in units of five (5) consecutive days, except that every effort will be made by the Publisher to accommodate requests by employees entitled to three (3) or four (4) weeks of vacation to take two (2) weeks of vacation in units of less than five (5) consecutive days (one of these two weeks may be taken in half-day increments). The Publisher shall also make every effort to accommodate requests of employees to apply vacation credits accrued for a particular vacation year to non-emergency medical, dental, or psychiatric appointments and to time off needed for dependent care.

Section 9.5 - Pay in Lieu of Vacation. If an approved vacation is cancelled by the employee's supervisor and directly results in the employee being unable to use such vacation hours prior to the end of the vacation period, the employee will be paid for such vacation at the employee's current straight time rate.

Section 9.6 – Use of Vacation Hours.

- (a) Effective as of May 1, 2008, all accrued vacation hours available for use as of May 1 of each year must be used by April 30 of the following year (the vacation period). Vacation hours which are not used during the vacation period cannot be carried forward into a new vacation period and will be forfeited.
- (b) Any accrued, unused vacation hours (up to the maximum allowable limits as specified in Section 9.6 of the 2003 – 2007 collective bargaining agreement) accumulated by an employee as of April 30, 2008 must be used on or before April 30, 2011. Any such hours not used on or before April 30, 2011 will be forfeited.

Section 9.7 - Termination Benefits. Upon termination of employment, an employee (or the employee's estate in the case of death) shall receive accrued vacation pay.

ARTICLE 10

Sick Leave

Section 10.1 - Sick Leave Accrual. Full-time employees shall be eligible for paid sick leave which shall accrue at the rate of one (1) day for each seventeen (17) paid days until the total amount of unused sick leave reaches a maximum of one hundred and ten (110) days. Part-time employees shall be eligible for paid sick leave which shall accrue at the rate of one (1) hour for each seventeen (17) paid hours until the total amount of unused sick leave reaches a maximum of eight hundred and eighty (880) hours.

The Publisher shall provide by department on a quarterly basis the total amount of paid sick leave accrued by each employee, and each employee shall have access to this information as it pertains to her or him.

Section 10.2 - Proof of Illness. To receive benefits under this Article, an employee must notify his/her supervisor not later than the start of his/her scheduled workday of his/her impending absence unless the employee has a reasonable explanation for his/her failure to do so. The Publisher may require an employee absent on sick leave to produce a certificate of illness from a physician and/or may designate a physician of its choice to examine the employee. If the employee fails to produce the certificate of illness when required by the Publisher, the employee shall not be paid under the provisions of this Article. Emergency medical, dental, or psychiatric care shall qualify for paid sick leave.

Section 10.3 - Credit for Vacation Purposes. Any hours for which an employee is paid under the provisions of this Article shall be considered hours of work for purposes of computing vacation accrual.

Section 10.4 - Subrogation. In case of payment of sick leave benefits to an employee under this Article, the Publisher shall have the right to be subrogated to the extent of such payment to all rights of the employee for lost wages against any third party, who or which by act of commission or omission caused the absence of the employee which required the payment of sick leave benefits by the Publisher. Such rights shall be assigned to the Publisher by the employee immediately upon receiving the first week's sick leave benefits, and the employee will, when requested by the Publisher, execute any and all documents pertaining to litigation in the matter. The Publisher shall be authorized to sue, compromise, or settle with the third party in the employee's name in an amount not exceeding the sick leave benefits received by the employee. It is understood that any legal action which the Publisher is hereby authorized to take is limited to the recovery of sick leave benefits paid by the Publisher and that the employee's sick leave credits will be restored in the amount recovered from the third party by the Publisher.

Section 10.5 - Termination of Benefits. An employee's eligibility for paid sick leave ceases upon termination of employment.

ARTICLE 11

Health and Welfare Benefits

Section 11.1 - Medical, Dental, Vision and Prescription Programs. The Baltimore Sun will provide medical, dental, vision, and prescription drug plans to eligible bargaining unit employees. The Publisher

agrees that it will not increase the 25% employee contribution rate by more than four (4) percentage points in any year for the medical, dental, vision and prescription drug plans. The union will be provided 90 days notice of any change in the contribution rate.

The medical, dental, vision and prescription drug plans being described, are each subject to the Publisher's sole right to modify or replace each plan, in its discretion, including but not limited to plan design, co-pays, eligibilities, percentage contributions, etc., provided such changes are consistent with changes made to the plans offered to merit employees of The Baltimore Sun. Before instituting such change(s), The Baltimore Sun will provide the Guild with at least thirty (30) days notice and will, upon request, meet and discuss with the Guild the terms of such change(s). Such discussion shall not exceed seven (7) working days unless extended by mutual agreement. If, at the end of such discussions there is no agreement as to the terms of such change(s), The Sun may nevertheless implement such change(s).

Section 11.2 - Additional Benefits. The Publisher agrees to offer to eligible bargaining unit employees the following benefit plans under the same terms and conditions as they are offered to the merit (non-bargaining unit) employees of The Baltimore Sun.

- Long Term Disability - employee only
- Supplemental Life (GUL) - employee, spouse and dependent children
- GUL Cash Accumulation Account - employee and spouse
- AD&D - employee, spouse and dependent children
- Tax Saver Health Care Account
- Tax Saver Dependent Care Account
- Long Term Care - employee, spouse, parents and parents-in-law

The Publisher reserves the sole right to modify or replace each plan described above, in its discretion, including but not limited to, plan design, premiums, eligibilities, etc. provided such changes are consistent with changes made to the specific merit employees benefit packages offered to The Baltimore Sun. Before instituting such change(s), The Baltimore Sun will provide the Guild with at least thirty (30) days notice and will, upon request, meet and discuss with the Guild the terms of such change(s). Such discussion shall not exceed seven (7) working days unless extended by mutual agreement. If, at the end of such discussions there is no agreement as to the terms of such change(s), The Sun may nevertheless implement such change(s).

ARTICLE 12

Grievance Procedure

Section 12.1 - Settlement of Employee Grievances. The Guild and the Publisher recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this Agreement. To this end, the Guild, the employees, and the Publisher agree that the provisions of this Article and Article 13 shall provide the means of settlement of all grievances. By mutual agreement between the parties, a grievance meeting shall be held at the Publisher's facility where the grievance arose.

Section 12.2 - Grievance Committee. A grievance committee designated by the Guild shall be recognized by the Publisher as the representative of employees in the presentation and settlement of

grievances. An employee designated as a member of the Guild committee shall not be denied the opportunity to participate during his/her regular workday in a meeting of the Guild committee and the Publisher to adjust grievances, provided that the employee gives his/her supervisor prior notice.

Section 12.3 - Definition of Grievance and Procedural Steps. A grievance is a difference or dispute between an employee and the Publisher with respect to the meaning, interpretation, or application of the terms of this Agreement, including the question of procedural arbitrability of such a difference or dispute. A grievance, as defined in this Section, must be submitted within twenty (20) working days after the alleged violation becomes apparent, or it shall be considered waived. Grievances shall be processed as follows:

Step 1 - Verbal notice to immediate supervisor. The employee and his/her Guild representative shall discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall respond verbally by the end of the same work shift on the next following regularly scheduled workday.

Step 2 - Written notice to department head. In the event the grievance is not settled at Step 1, the employee and/or his/her Guild representative shall, within ten (10) working days after the supervisor's verbal response at Step 1, submit a written grievance to the employee's department head or representative of the department head other than the immediate supervisor involved in Step 1. The department head or representative of the department head shall give a written response within ten (10) working days after receipt of the written grievance.

Step 3 - Written notice to representative of the Publisher. In the event the grievance is not settled at Step 2, the employee and/or the Guild representative may file with the designated representative of the Publisher a written appeal of the Publisher's Step 2 answer within ten (10) working days after the receipt of such answer. The Publisher and the Guild shall meet within ten (10) working days of the Publisher's receipt of the written appeal for the purpose of discussing the grievance. The Publisher shall submit its written answer within ten (10) working days after such meeting.

Section 12.4 - Written Presentation. All grievances, appeals, and answers required in Steps 2 and 3, as set forth in Section 12.3 of this Article, shall be in writing and signed by the aggrieved employee and Guild representative or Publisher representative, as appropriate. Copies shall be distributed to the aggrieved employee, the Guild and the Publisher.

Section 12.5 - Time Limitations. No grievance shall be entertained or processed unless it is submitted, or appealed, within the time limits set forth in Section 12.3. If the grievance is not processed to the next Step within the time limit set in Section 12.3 above, it shall be deemed settled on the basis of the last answer of the Publisher, provided that the parties may mutually agree to extend any time limit. If the Publisher fails to give an answer within the time limits set forth in Section 12.3, the Guild may immediately appeal to the next Step.

ARTICLE 13

Arbitration

Section 13.1 – Appeal Procedure and Selection of Arbitrator. Any grievance that has been properly processed through the grievance procedure set forth in Article 12 and has not been settled at the conclusion thereof may be submitted to final and binding arbitration by the Guild's requesting, within ten (10) working days of the Publisher's Step 3 answer, the American Arbitration Association to furnish a list of not less than fifteen (15) qualified and impartial arbitrators, all of whom shall be members of the

National Academy of Arbitrators. The Guild must mail a copy of such request to the Publisher simultaneously with mailing such request to the American Arbitration Association. Matters not submitted to arbitration within ten (10) working days of the Publisher's Step 3 answer shall not at a later date be subject to arbitration, unless the parties mutually agree in writing to extend the ten (10) day limitation.

Section 13.2 - Arbitration Costs. The costs of arbitration under this Article shall be shared equally by the parties except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

Section 13.3 - Expedited Arbitration. Any grievance appealed to arbitration by the parties may be submitted to an arbitrator for expedited arbitration upon agreement by both parties to do so. In cases involving discharge or suspension without pay for more than three (3) days, the Guild may unilaterally invoke expedited arbitration. Upon submission to arbitration under this Section, the Publisher and the Guild shall endeavor to utilize all possible means to expedite the hearing and the rendering of the arbitrator's opinion and award, including, upon mutual agreement at the close of the hearing, the waiver of briefs and a joint request that the arbitrator render an oral opinion and award not later than the close of the next business day. The costs of said arbitrator shall be shared equally by the parties.

Section 13.4. Notwithstanding the foregoing provisions of this Article 13, disciplinary actions that do not involve loss of pay (such as, but not limited to, verbal counselings, documented verbal counseling sessions, written warnings/reprimands) and any differences or disputes regarding performance evaluations shall be grievable pursuant to the provisions of Article 12, but shall not be arbitrable under the provisions of Article 13.

Section 13.5 - Arbitrator's Authority. The parties agree that the power and jurisdiction of the Arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement and shall have the authority to fashion a remedy. The Arbitrator shall have no power or authority to add to, delete from, subtract from, modify or amend the specific provisions of this Agreement. The decision of the Arbitrator shall be final and binding.

ARTICLE 14

Strikes and Lock-Outs

Section 14.1 - No Strikes. In consideration of the Publisher's commitment as set forth in Section 14.2 of this Agreement, the Guild, its officers, agents, representatives and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike (excluding a strike in sympathy with Columbia Typographical Union No. 101-12), slowdown, work stoppage, or other interference with or interruption of work of the Publisher.

Section 14.2 - No Lock-Outs. The Publisher agrees not to engage in any lock-outs.

ARTICLE 15

Expenses

Section 15.1 - General Expenses. The Publisher shall pay all legitimate expenses incurred by an employee in the service of the Publisher.

Section 15.2 - Transportation. The Publisher shall furnish transportation necessary to cover an assignment. In the event the Publisher elects to furnish an employee with a vehicle owned by the Publisher, the employee shall be required to exercise reasonable care in the protection of such vehicle, and the Publisher shall maintain such vehicle in safe operating condition. If an employee elects to use his/her own automobile on the Publisher's business, in conformance with the Publisher's regulations as to insurance, etc., the employee shall be reimbursed by the Publisher at the rate of forty eight and one-half cents (\$0.485) per mile driven on Company business. If, at any time during the term of this Agreement, the IRS revises the permissible rate for mileage deduction, the employee mileage reimbursement rate under this Section 15.2 will be adjusted accordingly (either up or down) effective as of the date the IRS makes effective the revision to the mileage deduction rate. Reporters, photographers, and advertising salespersons who are specifically authorized by their immediate supervisor to use their automobiles regularly shall receive six dollars (\$6.00) per week to defray the cost of required public liability insurance. The Publisher shall not reimburse an employee for any other expenses incurred in the operation of the employee's own automobile.

Section 15.3 - Uniforms and Tools. The Publisher will provide clean uniforms for employees required to wear them. The Publisher shall replace tools which are broken or worn out in the service of the Publisher. Tools of a specialized nature, not normal to building and maintenance employees' basic tool boxes, shall be purchased by the Publisher and shall be the property of the Publisher.

Section 15.4 - Publisher's Property. Under no circumstances shall an employee be permitted to use the Publisher's property for the employee's own personal use.

ARTICLE 16

Leaves of Absence

Section 16.1 - Personal Leave. An employee who has not less than three (3) years' continuous service shall, upon request, and for good and sufficient cause, be granted a leave of absence without pay not to exceed one (1) year, provided such leaves may be extended by mutual agreement.

Section 16.2 - Guild Office. If an employee is elected or appointed to any office of The Newspaper Guild or office of local TNG or office of any organization with which TNG is affiliated, or AFL-CIO office, such employee, upon his/her request, shall be given a leave of absence without pay for a period or periods of not exceeding four (4) years; provided such leave may be extended by mutual agreement between the Guild and the Publisher; provided, also, that no more than two (2) employees shall be granted such leave at one time unless this number is increased by agreement between the Guild and the Publisher. Such employees shall be reinstated in the same or a comparable position upon the expiration of such leave.

Section 16.3 - Guild Conventions. Leaves of absence, without pay, shall be granted, upon request, to employees elected or appointed delegates to conventions of The Newspaper Guild, AFL-CIO, or any organization with which TNG or the Washington-Baltimore local is affiliated, and to delegates to meetings in the normal conduct of its business called by TNG or by any branch thereof, or by any

organization with which TNG is affiliated, the duration and frequency of which are not to be unreasonable.

Section 16.4 - Maternity/Paternity. An employee with one (1) year or more of continuous service shall be granted maternity/paternity leave without pay, up to six (6) months, in connection with the birth or adoption of a child, provided that accrued sick leave with pay under Section 10.1 may be used to the extent that the employee's absence is necessitated by a disability that prevents the employee from working.

Section 16.5 - Bereavement Leave. When a member of the immediate family of an employee dies, the employee, upon notice to the Publisher, shall be permitted to be absent from work for up to five (5) days, three (3) of which shall be paid as bereavement leave, within two weeks of the person's death. Immediate family is defined as spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, step children of the employee, stepmother or stepfather of the employee and parents or stepparents of the spouse. Guardian may be added to those included as immediate family in lieu of natural parent at the request of the individual employee.

To receive benefits under this Section 16.5 in the event of death of a domestic partner, an employee must have previously submitted a "Declaration of Domestic Partner Status" form, which form shall be maintained in the employee's personnel file in the Baltimore Sun's Human Resource Department.

Section 16.6 - Military Duty. An employee who has left or leaves the employment of the Publisher to enter military or Peace Corps service of the United States Government or who is granted conscientious objector status and performs noncombatant duties in lieu of required military service shall be considered an employee on leave of absence and, on application within ninety (90) days of release from such service, shall resume his/her position or comparable one with a salary no less than what the employee would have received if his/her service with the Publisher had been continuous. Time spent in service shall be considered working time with the Publisher in computing severance pay and all other benefits which depend on length of service with the Publisher, except that such service shall not be considered working time in determining experience rating. An employee promoted to take the place of one entering such service may, upon resumption of employment by such employee, be returned to his/her previous position at a salary no less than that to which the employee would have been entitled had he/she continued to work in the former classification, and he/she will be credited with classification seniority as though such service in the former classification had been uninterrupted. An employee hired as a replacement for one entering such service shall be subject to termination upon the return of the employee from leave of absence, but otherwise shall be covered by all the provisions of this Agreement except that of guaranteed re-employment should he/she leave the employment of the Publisher to enter military or Peace Corps service or who is granted conscientious objector status and performs non-combatant duties in lieu of required military service. Leave of absence shall be granted to employees for annual training service with the National Guard, the Army, Navy, Marines, Air Force, and Coast Guard Reserves. The Publisher shall pay to an employee on such leave the difference between the employee's military pay and the pay the employee would have received from the Publisher for a maximum of twelve (12) scheduled working days within sixteen (16) consecutive calendar days. Compulsory military service by such employees in time of civil disturbance, up to a maximum of thirty (30) scheduled workdays in a calendar year, shall be compensated by the Publisher in the same manner.

Section 16.7 - Jury Duty. An employee required to report for jury duty shall be compensated in the amount of the difference between regular wages lost and any monies received as fees for jury service for a maximum of twelve (12) days of such duty, provided that the employee presents to the Publisher written certification of each day of jury service signed by the clerk of the court. An employee who reports for jury duty and is excused shall immediately inform the Publisher and report to work if requested by the

Publisher. An employee whose regularly scheduled work shift begins after twelve o'clock noon and before midnight shall be excused from work on any day on which he/she reports for jury duty and is not excused.

Section 16.8 - Continuity of Service While on Leave. Leaves provided for in this Article shall not constitute breaks in employment seniority for the purpose of computing benefits under this Agreement. However, leaves taken under Sections 16.1 and 16.2 of this Article may be deducted in computing severance pay and experience credit. If the leave is granted under Sections 16.1, 16.2, or 16.4, at the time the leave commences, the employee will have the option of being paid for any, all, or no portion of his/her accrued vacation. Sick leave shall not be paid to an employee on leave of absence except for maternity leave as set forth in Section 16.4 above. When an employee returns from a leave of absence, the accrual basis for sick leave from then on shall be determined by continuous service, provided that if a sickness occurs during leave of short duration under Section 16.3 above, sick benefits shall become payable beginning with the first scheduled day of return to duty and resumption of salary following such unpaid leave. Employees on unpaid leave of absence shall not be granted any holidays or holiday pay.

ARTICLE 17

Information

Section 17.1 - Notification by Publisher. Within one week after the hiring of a new employee or change in an employee's status, the Publisher shall furnish the Guild in writing with the data specified below:

- (a) Name, address, date of birth, race, and sex.
- (b) Date of hiring.
- (c) Classification and department.
- (d) Experience rating, experience anniversary, and salary.
- (e) Date and change of classification.
- (f) Date of termination for any reason.
- (g) Original date of hire of temporary employees who become permanent employees.

Section - 17.2. By April 15th of each year, the Publisher shall provide the Guild with the name of each employee covered by the contract, plus the annual amounts of salary, incentive, bonus and overtime reimbursement paid to each employee in the previous year.

ARTICLE 18

Reporter's Privilege

Section 18.1 - Handling of Disclosure Requests. The Publisher and the Guild agree that:

- (a) When a requirement for disclosure of information, notes, documents, films, or other material or the source thereof is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission or legislative body, such employee shall notify the Publisher or, if such requirement is made upon the Publisher, the Publisher shall notify the employee.

(b) Following such notification, Publisher's counsel will be consulted and, if counsel's advice is followed, the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against fines or damages by any final judgment or decision in the action.

(c) If the employee elects not to follow the advice of the Publisher's counsel, the employee shall suffer no loss of pay or other benefits as a result of adverse legal action.

Section 18.2 - Letters to the Editor. An employee whose identifiable work or person is challenged in a letter to the editor shall, when possible, be informed of such letter at least 24 hours before it is published.

Section 18.3 - By-Line or Credit Line. An employee's by-line or photo credit shall not be used over his/her protest.

ARTICLE 19

Retirement

Section 19.1 – The Baltimore Sun Company Employees' Retirement Plan. The Publisher agrees to continue in effect for the duration of this Agreement The Baltimore Sun Company Employees' Retirement Plan.

Section 19.2 - Merger of The Baltimore Sun Pension Plan Into The Tribune Company Pension Plan. The Baltimore Sun Pension Plan (the "BSPP") is a single employer plan which prior to its conversion as a single employer plan was known as The Sunpapers-Guild Joint Pension Plan ("SGJPP"). SGJPP was frozen as of June 25, 2003, and it has continued as a frozen plan after its conversion after being renamed the BSPP. No employees covered by this Agreement who were not already participants in the SGJPP as of June 25, 2003 are eligible to participate in the BSPP. Employees hired on or after June 25, 2003 are also not eligible to participate in the BSPP.

As soon as practicable after June 25, 2007, the Publisher shall work with Tribune Company to take the steps necessary to merge the BSPP into the Tribune Company Pension Plan ("TCPP"). Following such merger, the BSPP shall cease to exist. Employees who had participated in the BSPP shall continue to be eligible to receive pension benefits under the TCPP calculated according to the methodology and formula that existed under the SGJPP, consistent with the fact that the SGJPP was frozen for all purposes, including benefit accruals and new participants, as of June 25, 2003. Also, employees who had participated in the SGJPP shall be eligible to continue to accrue service for purposes of vesting calculated according to the methodology and formula that existed under the SGJPP, consistent with the fact that the SGJPP was frozen for all purposes, including benefit accruals and new participants, as of June 25, 2003.

Section 19.3 – Waiver. For as long as employees or former employees participate in the TCPP, the Union expressly waives any right it may have to require either the Publisher or the Tribune Company to bargain collectively over all matters as to which the National Labor Relations Act imposes an obligation to bargain with regard to the TCPP, including but not limited to the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party, except that, at the Union's request no more than once per calendar year, Tribune Company will provide the Union with

- (a) a copy of the most recent Form 5500, not including Schedule SSA, for the Tribune Company Pension Plan;

- (b) a current list of the names, ages and years of credited service for eligible Guild-represented employees in the TCPP.

In addition, for as long as employees or former employees participate in the TCPP, the Union acknowledges and agrees that participation in the TCPP is subject to Tribune Company's right, in its sole discretion, to amend, modify or terminate the TCPP and to otherwise administer the TCPP in any manner which it considers necessary or desirable. Any such amendment, modification, termination or administration of the TCPP, however, shall not cause any reduction in the benefits accrued or the benefits, rights or features under the SGJPP as of June 25, 2003, the date the plan was frozen.

Section 19.4 – The Tribune Company Defined Contribution Retirement Plan – Employee Contributions. Employees shall be eligible to contribute to the Tribune Company Defined Contribution Retirement Plan 401k (DCRP), in accordance with the terms and conditions of the DCRP and without a company match. **Section 19.5 – The Tribune Company Defined Contribution Retirement Plan Company Contribution.** Effective with each pay period beginning January 1, 2006, the Publisher will contribute to the DCRP on behalf of each eligible employee an amount equal to two and one-half percent (2.5%) of that employee's straight time earnings, including eligible commissions.

Section 19.6 – Waiver Of Bargaining Over DCRP. Participation in the DCRP is subject to Tribune Company's right, in its sole discretion, to amend or modify the DCRP without bargaining, provided that unit employees are treated the same as non-unit employees in the DCRP with regard to such amendment or modification.

Section 19.7 – DCRP Loans. Eligible employees shall be permitted to borrow against their DCRP account balances consistent with the terms of the DCRP.

Section 19.8- Reduced Workweek.

19.8(a) Eligibility. Upon reaching the age of sixty (60) or more, any employee with ten (10) or more years of service with the Publisher and who notifies the Publisher of his/her decision to retire within one (1) year, shall at his/her option be permitted to curtail his/her workweek by one day.

19.8(b) Full-Time Status. Such employee shall be treated as a full-time employee for all benefits thereof and shall be paid the applicable minimum in his/her classification less one day's pay.

19.8(c) Action on Request. The Publisher shall grant the short week to those employees who so request and are eligible within ninety (90) days of such request.

ARTICLE 20

Miscellaneous

Section 20.1 - Outside Activity. Employees shall be free to engage in any activities outside their working hours which do not constitute service for any interest or publication in competition with the Publisher. No employee, without permission of the Publisher, shall use in the course of such activities any material or featured title of the Publisher or exploit in any way the employee's connection with the Publisher. In the event of a conflict between the terms of an ethics code and this Section 20.1, the ethics code shall prevail.

Section 20.2 - Bulletin Board. The Publisher agrees to permit the Guild the use of a bulletin board in each department covered by this Agreement. The Guild agrees to furnish a copy of such material concurrently to the Publisher. The Publisher shall concurrently furnish the Guild with a copy of all materials placed on its secure bulletin boards.

Section 20.3 - Life Insurance.

20.3(a) Active Employees. An employee shall be covered by a group life insurance policy in the amount of twenty thousand dollars (\$20,000) on the first day of the month after completing six (6) months of full-time employment seniority. The amount of life insurance shall be reduced to thirteen thousand (\$13,000) at age sixty-five (65). Employees whose employment seniority is terminated for any reason except as provided in paragraph 20.4(b) below shall receive life insurance coverage only until the last calendar day of the month in which such seniority terminates.

20.3(b) Retired Employees. Upon normal retirement from full-time employment, the Publisher shall maintain a group life insurance policy in the amount of five thousand (\$5,000) for each employee who has continuously held a full-time position for twenty (20) years prior to retirement. The Publisher shall maintain a group life insurance policy in the amount of three thousand dollars (\$3,000) for each employee who has continuously held a full-time position for a minimum of ten (10) years but less than twenty (20) years prior to retirement. Normal retirement shall mean retirement not earlier than age sixty-two (62) or retirement for which the employee has qualified for Social Security benefits.

Section 20.4 - Travel/Accident Insurance. The Publisher shall provide a business travel accidental death and dismemberment insurance plan that will cover employees while on Company business both inside and outside Baltimore. The benefit will be an amount equal to three (3) times the employee's basic annual salary, subject to a minimum of thirty-five thousand dollars (\$35,000), except for accidents occurring on scheduled airlines, in which case the benefit will be two hundred fifty thousand (\$250,000) for each employee.

Section 20.5 – See Letter of Understanding #17.

Section 20.6 - Educational Reimbursement Program. The Publisher shall provide a tuition reimbursement program. Design and administration of such tuition reimbursement program will be reserved exclusively to the Publisher. The tuition reimbursement program can be changed or modified at the Publisher's discretion at any time. Disputes regarding the tuition reimbursement program shall be grievable pursuant to the provisions of Article 12, but shall not be arbitrable under the provisions of Article 13.

Section 20.7 - Video Display Terminals. The Publisher will regularly inspect video display terminals used in Guild jurisdiction to assure that radiation levels associated with the terminals do not exceed Federal standards. Results of the inspections will be made available to the Guild.

Section 20.8 - Healthful Working Environment.

20.8(a) General Safety and Health. The Publisher shall keep the interior work areas of all employees covered by this Agreement clean, well-lighted, air-conditioned and properly ventilated as to air, heat, dust, smoke and fumes at all times.

20.8(b) Joint Committee. There shall be established a joint Guild/Management Health and Safety Committee, consisting of an equal number of Guild and Publisher representatives, not to exceed three (3) each. The committee shall meet for the purpose of jointly considering health and safety concerns and to

make constructive recommendations with respect thereto. The final decision-making authority regarding any recommendation shall remain with the Publisher.

Section 20.9 – Complete Agreement. This Agreement supercedes any previous agreements between the Publisher and the Guild. In the event of a conflict between the terms of this Agreement and the terms of any prior written agreement mutually executed by the parties, this Agreement shall prevail. The parties will not be bound by any unwritten past understandings or practices. The parties further agree that any amendment to the terms of this Agreement shall be binding only so long as it is placed in writing and mutually executed by the parties subsequent to the date of this Agreement.

ARTICLE 21

Duration of Agreement

Section 21.1 – Effective Date, Termination and Renewal. This Agreement shall become effective as of 12:01 a.m., June 25, 2007 and shall continue in full force and effect until June 26, 2011. This Agreement shall automatically renew itself thereafter during annual periods of one (1) year each and continue in full force and effect unless either party notifies the other in writing of its desire to alter, amend, or terminate this Agreement no less than 60 days prior to the expiration of any contract year.

Section 21.2 - Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by the duly authorized officers and representatives as of the date and year first above written.

**FOR THE WASHINGTON-
BALTIMORE NEWSPAPER GUILD**



Mike Hill



Bill Salganik

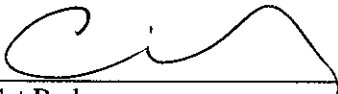
FOR THE BALTIMORE SUN COMPANY



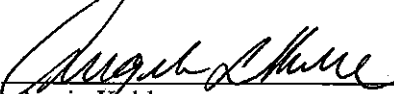
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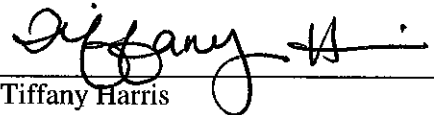
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Cet Parks



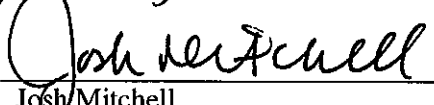
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Tiffany Harris



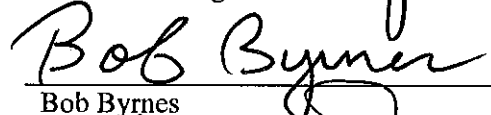
Joe Queen



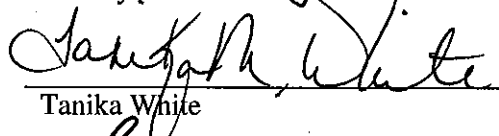
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Sheila Washington-Cole



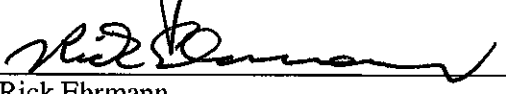
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Tanika White



Larry Carson

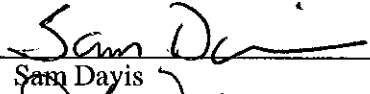


Rick Ehrmann

Bruce Nelson

Kathleen A. McCabe

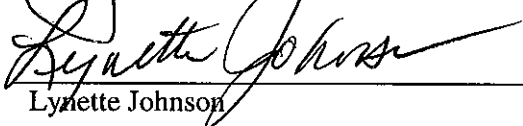
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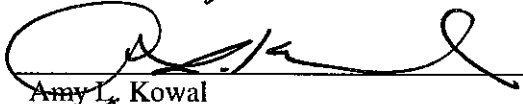
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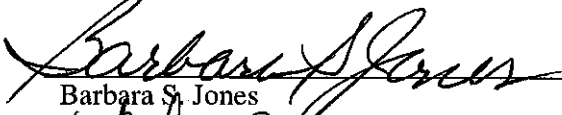
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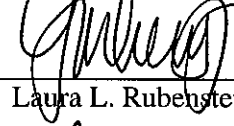
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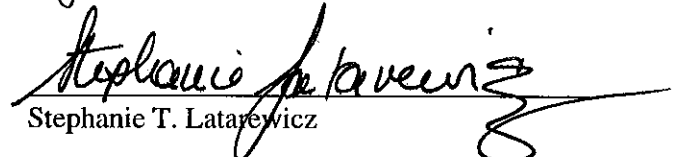
Amy L. Kowal



Barbara S. Jones



Laura L. Rubenstein



Stephanie T. Latarewicz

APPENDIX A
MEMORANDUM OF AGREEMENT

This Agreement, first entered into this 15th Day of June, 1990, and modified as of June 20th, 1993, between The Baltimore Sun Company and the Washington-Baltimore Newspaper Guild, for itself and on behalf of Building Department employees working in the Building Departments Electrical, Machinists, Mechanical, and Janitorial Departments and who are covered by the collective bargaining agreement between the parties.

1. The parties agree that there will be one seniority list for the above employees, regardless of whether the employee is assigned to work at the Calvert Street plant, Sun Park, or some other facility. This single seniority list will govern for all contractual entitlements which are based on seniority.
2. Assistant Chief positions will be posted. However, one such position per shift will be exempt from shift selection by seniority. Assistant Chiefs will select vacation by seniority along with all other employees in their department.
3. The selection of work shift (inclusive of both hours and days off) and work location for all other covered positions will be in accordance with seniority. For each classification covered by the collective bargaining agreement, the supervisor will determine the schedule to be worked and the number of positions on each scheduled shift for each plant in accordance with operational needs. Each employee, in order of seniority, will be permitted to select the work location and shift he/she wants to fill. Jobs on certain shifts may be designated as "slide" positions. Employees selecting these jobs do so with the understanding that they will regularly be required to work as "fill-ins" to cover for vacationing or absent employees.
4. The selection of work shift and location discussed in Paragraph 3 above will be made as soon as practicable after the execution of this Agreement. Thereafter, employees will select work shifts and location during the first and second week of August of each year. However, these new schedules will not go into effect until the week after Labor Day of each year. Employees who fail to exercise their right to select a schedule during the selection period may be assigned to any available unselected shift/schedule/location at the supervisor's discretion.
5. When a vacancy occurs in a position covered by the collective bargaining agreement, or a new position covered by the collective bargaining agreement is created, the position will be posted. Current employees in the same classification will have the right to bid on that position in accordance with this Agreement and Section 8.9 of the collective bargaining agreement and the position will be awarded by seniority. The vacancy resulting from filling a vacant or newly-created position with a current employee may be filled by a newly-hired employee, pending the next selection period.
6. The terms of the collective bargaining agreement governing consecutive days off, rotation of schedules, intervals between shifts and all other matters relating to hours of work set forth in Article 6 shall continue to govern the hours of work of Building Department employees covered by this Agreement.
7. All employees in each classification in Guild jurisdiction in the Building Department's Electrical, Machinists, Mechanical, and Janitorial Departments shall participate equally in the shift selection process set forth in Paragraphs 2, 3, 4, and 5 above.
8. The application of this Agreement as to each employee shall be subject to the Grievance Procedure set forth in Articles 12 and 13 of the collective bargaining agreement.

APPENDIX B
MEMORANDUM OF AGREEMENT

Commission Sales

This memorandum constitutes an agreement between The Baltimore Sun Company and the Washington-Baltimore Newspaper Guild, Local 35, covering commission sales employees in the Advertising Department.

1. The Sun may create commission sales positions.
2. At the discretion of the Publisher, Commission Sales Representatives shall sell all advertising, including but not limited to Health, Finance, Education, Real Estate, Automotive and Employment.
3. Commission Sales Representatives shall be covered by the applicable sections of the following Articles of the collective bargaining agreement:

Article 1, Article 2, Article 3, Article 4, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14, Article 15, Article 16, Article 17, Article 19, Article 20 and Article 21. All other contract provisions are inapplicable to Commission Sales employees.

For the purpose of this memorandum, commission equals salary.

Nothing herein shall restrict the Publisher's right to determine the hours of work for commission sales representatives.

4. The Sun will determine the structure of commission and any modifications thereto.
5. The Sun reserves the right to establish and/or change goals for each Commission Sales Representative. These goals are not subject to the provisions of Article 12 or 13. Each employee's performance will be evaluated after ninety (90) days and every six (6) months thereafter. Any employee who has not met his/her goal may be placed on probation for a minimum of thirty (30) days. For the purposes of Article 8, being placed on probation two successive times constitutes just and sufficient cause for discharge. Nothing in this Section will prohibit the Guild from representing any Commission Sales Representative in the grievance and arbitration process.
6. Notice of commission sales positions shall be posted under the terms of Section 8.9 of the Collective Bargaining Agreement. Current employees who elect to apply and are selected shall have the option of returning to their former salaried positions within three (3) months. After three (3) months, an employee, on request, may return to her/his former classification, if, or when, a position is available. No current employee shall be transferred to a Commission Sales position without the employee's consent.
7. No C-1 Advertising Salespersons will be laid off as a direct result of the creation of commission sales positions.

APPENDIX C

Letter of Understanding Related to "Shared Work" Assignments Pursuant to Section 1.2(a)2

During the negotiations for the new agreement, concerns were raised by Guild members that the Company might create "shared work" arrangements that would result, for example, in reporters writing advertising copy. In response to these concerns, the Company has reassured the Guild in two areas:

- 1) Bargaining unit employees participating in "shared work" projects would only be given assignments within the "family of skills" they use as a part of their normal work, (e.g., a classified phone salesperson would not be in a reporter's job).
- 2) Newsroom employees would not be required to perform work which, in the judgment of newsroom management, would be inconsistent with journalistic ethics, (e.g., reporters would not be required to write advertising copy, news artists would not be required to create advertising layouts and news photographers would not be required to do commercial photography).

APPENDIX D

Contribution Rates for Newly Hired Full-Time Employees

Notwithstanding the provisions of Article 11, with regard to the Medical, Dental, Vision and Prescription Drug Plans, the contribution rate for full-time employees hired subsequent to June 22, 1996 will be based solely on the contribution rate established for full-time merit employees then being hired by The Baltimore Sun. In other words, if full-time merit employees hired on or after June 23, 1996 are contributing 25% of the monthly rate or premium for the plan in which they are enrolled, then a full-time bargaining unit employee hired on or after that date will similarly be required to contribute at 25% of the monthly rate or premium for such plan. Of course, the monthly rate or premium for such plan may be increased or decreased annually, regardless of the employee contribution rate.

APPENDIX E

Part-time Medical

Effective January 1, 1996 modified medical and prescription drug plans were instituted for the part-time merit (non-bargaining unit) employees of The Baltimore Sun. These plans shall apply to eligible bargaining unit employees beginning January 1, 1997 and will replace plans currently in effect. The medical and prescription drug plans being described, are each subject to The Baltimore Sun's sole right to modify or replace each plan, in its discretion, including but not limited to plan design, co-pays, eligibilities, percentage contributions, etc., provided such changes are consistent with changes made to the plan offered to part-time merit employees of The Baltimore Sun.

APPENDIX F
MULTIMEDIA

The Baltimore Sun is interested in continuing to extend its audience and advertiser reach by developing collaborative relationships with other print, television, radio and cable/broadband platforms (“multimedia platforms”). To that extent, the parties agree to the following:

1. The Sun expects to establish new positions in existing Guild represented departments to create and/or edit content to be delivered to multimedia platforms. Employees who fill these positions will be covered by the Guild contract, in accordance with Article 5.7, except as provided in Paragraph 3 below. Non-unit individuals, including but not limited to Sunspot employees, exempt employees and employees of The Sun’s television, radio and/or cable broadband partners, may also be assigned to create and/or edit content to be delivered to multimedia platforms. The Guild’s jurisdiction over this work will be non-exclusive.
2. The Sun also expects to establish new positions in existing Guild represented departments to generate revenue for The Sun from multimedia opportunities. Employees who fill these positions will be covered by the Guild contract, in accordance with Article 5.7, except as provided in Paragraph 4 below. Non-unit individuals, including but not limited to Sunspot employees, exempt employees and employees of The Sun’s television, radio and/or cable broadband partners, may also be assigned to generate revenue for The Sun from multimedia opportunities. The Guild’s jurisdiction over this work will be non-exclusive.
3. In addition, The Sun intends to create new positions in existing Guild-represented News and/or Editorial departments, classified as multimedia editors/producers, who shall be exempt from the provisions of the collective bargaining agreement. These exempt positions shall be added to those listed in Section 1.8 of the collective bargaining agreement. This shall not restrict the Publisher’s right to create new exempt positions in the future for managers, supervisors and confidential employees as defined in the National Labor Relations Act. In the absence of mutual agreement to such exclusion(s), nothing herein precludes the right of the Guild to assert to the NLRB that newly established positions classified as multimedia editors/producers are members of the bargaining unit.
4. Further, The Sun intends to create new positions in existing Guild-represented Advertising and/or Marketing departments, classified as advertising managers/directors, who shall be exempt from the provision of the collective bargaining agreement. These exempt positions shall be added to those listed in Section 1.8 of the collective bargaining agreement. This shall not restrict the Publisher’s right to create new exempt positions in the future for managers, supervisors and confidential employees as defined in the National Labor Relations Act. In the absence of mutual agreement to such exclusion(s), nothing herein precludes the right of the Guild to assert to the NLRB that newly established positions classified as advertising managers/directors are members of the bargaining unit.
5. Participation by News and/or Editorial Department employees to appear “on air” on a television, radio, cable/broadband program shall be voluntary. Employees who so volunteer may not claim Section 5.10 (Standby Pay), Section 5.5(a) (Higher Classification Pay), or Section 6.6 (Call-out Pay).

LETTER OF UNDERSTANDING #1

June 23, 1996

Ms. Connie Knox, President
Washington-Baltimore Newspaper Guild
1511 K Street, N.W., Suite 900
Washington, D.C.20005

Dear Ms. Knox:

During discussions leading to a new collective bargaining agreement, the Publisher and the Union agreed to carry into such new agreement the following provisions from the Sunburst Agreement:

1. Former Suburban Editions employees who, on their anniversary date as Suburban Editions employees, would have received an increase greater than the increase afforded under the Sunburst Agreement, will be paid the higher of the salaries until the next step increase takes them above such salary.
2. The parties understand and intend that current practice with respect to the maintenance of pay differentials for C-1 advertising salespersons who hold designations as account executives, senior account executives and group supervisors will continue in effect. It is further understood that no Guild-covered employee may be required to accept an excluded management position.
3. The parties agree to establish a joint committee, with equal representation, whose task shall be to formulate recommended procedures and criteria, including seniority, for any transfers pursuant to Section 8.7. The committee shall continue to meet on an as needed basis to discuss issues regarding the implementation of the zoned full run newspapers. It is understood that the Publisher does not waive any rights with respect to undertaking personnel actions, and the Guild does not waive its right to pursue appropriate relief regarding such actions through the grievance/arbitration procedures or other appropriate channels.

Very truly yours,

s/

Howard G. Weinstein

ACCEPTED FOR THE UNION:

s/

Connie Knox

LETTER OF UNDERSTANDING #2

June 17, 1993

Ms. Connie Knox, President
Washington-Baltimore Newspaper Guild
1511 K Street, N.W., Suite 900
Washington, D.C. 20005

Dear Ms. Knox:

Consistent with our discussions leading to a new collective bargaining agreement, the parties agree that neither side will use either the addition of Section 1.7 of the expired contract as amended by the Sunburst Agreement nor the deletion of that language in the new collective bargaining agreement to establish the nature of the past practice as it existed prior to the Sunburst Agreement.

Very truly yours,

s/

Floyd V. Jones

ACCEPTED FOR THE UNION:

s/

Connie Knox
President

LETTER OF UNDERSTANDING #3

June 23, 1996

Connie Knox
Washington-Baltimore Newspaper Guild
1511 K Street, N.W., Suite 900
Washington, D.C. 20005

Dear Connie:

During the recent negotiations, the parties discussed the Publisher's plans regarding cross-selling, i.e., assigning unit employees to sell advertising into products other than The Baltimore Sun. In this regard, the Publisher informed the Guild:

- 1) When bargaining unit employees are assigned to sell advertising into products other than The Baltimore Sun, such sales will count towards the employee's incentive or lineage goals.
- 2) No bargaining unit employee shall be laid off as a direct result of this cross-selling flexibility.

Very truly yours,

s/

Howard G. Weinstein

ACCEPTED FOR THE UNION:

s/

Connie Knox

LETTER OF UNDERSTANDING #4

June 17, 1993

Ms. Connie Knox, President
Washington-Baltimore Newspaper Guild
1511 K Street, N.W., Suite 900
Washington, D.C. 20005

Dear Ms. Knox:

Consistent with our discussions leading to a new collective bargaining agreement, the parties have negotiated over the Company's decision to relocate certain data center operations, as well as the effects of this decision. Pursuant to these negotiations, the parties have reached the following agreements:

1. The Company reserves the right to relocate certain data center operations as described to the Guild in 1993 bargaining, and to assign the work to be performed in connection with those operations to individuals who are currently outside of the Guild bargaining unit.
2. Guild unit employees currently assigned to data center operations whose jobs are eliminated as a result of the relocation will be reassigned to other bargaining unit positions without any loss of pay, benefits, seniority rights or other contractual protections, nor shall future salary increases be adversely affected by this reassignment.
3. This agreement is made without prejudice to the position of either party in the event the Company desires to relocate other work in the future.

Very truly yours,

s/

Floyd V. Jones

ACCEPTED FOR THE UNION:

s/

Connie Knox
President

LETTER OF UNDERSTANDING #5

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1511 K Street N.W., Suite 900
Washington, D.C. 20005-1707

Re: Vacation

Dear Bill:

The following confirms the understandings and agreements reached regarding vacation accrual information.

Vacation leave balance information:

The Publisher will provide reasonably up-to-date information up through the previous pay period on the Baltimore Sun Intranet (the "Loop"). Disputes about such records must be raised in writing within thirty (30) days after the information has been posted on the Loop or shall be considered forfeited.

Information regarding leave accruals and balances may also be obtained from departmental secretaries to the extent that they maintain such information.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #6

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th St, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Ethics Code

Dear Bill:

The Publisher developed and instituted an ethics code during the term of the 2003 – 2007 collective bargaining agreement. The Publisher will give the Guild notice and opportunity to bargain over the terms of changes to the ethics code prior to implementation.

Upon the Guild's request, the parties agree to bargain in good faith over such changes for eight (8) weeks from the date of notice to the Guild. If, following such a request from the Guild, the Publisher is unable to schedule any bargaining during a particular week within the relevant eight-week period, the bargaining period will be extended by an equal number of weeks.

In the event the parties are unable to reach agreement over the terms of such changes to the ethics code within the time period defined by this Letter of Understanding, the Publisher may implement such changes to the ethics code consistent with its last offer to the Guild.

If there is a conflict between the terms of the ethics code and Section 20.1, Outside Activity, of the Agreement, the ethics code will prevail.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #7

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Retiree Medical

Dear Bill:

Employees hired on or after June 25, 2003 are not eligible to participate in any company-sponsored retiree medical program.

Eligibility of employees hired prior to June 25, 2003 to participate in a company-sponsored retiree medical program is addressed in the Settlement Agreement signed by The Baltimore Sun and the Washington-Baltimore Newspaper Guild on October 6, 2005.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: Ann W. Barner
Date: 6/21/07

By: M. William Salganik
Date: 6-21-07

LETTER OF UNDERSTANDING #8

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street NW, Suite 350
Washington, D.C. 20005-1707

Re: Payroll Advances and Payroll Lag

Dear Bill:

This letter confirms the understandings reached by the parties regarding repayment of payroll advances requested by employees in connection with the Publisher's transition to a "lag" payroll schedule.

In January 2004, the Publisher completed transition to a bi-weekly payroll schedule paid on a one-week "lag" basis. At that time, and in accordance with Letter of Understanding #8 of the 2003- 2007 collective bargaining agreement, the Publisher made a payroll advance to requesting employees in a gross amount equal to the employee's regular weekly base pay (less applicable deductions). Prior to receiving the payroll advance, each requesting employee signed an authorization for the Publisher to withhold the gross amount of the advance from his/her pay at termination (including, but not limited to, his/her final bi-weekly pay or accrued vacation pay).

Alternatively, employees shall have the option of paying off their lag loan by reducing their number of accrued, unused vacation hours by forty (40) hours. Such request shall be made in writing to the Payroll Manager. This option will be available through April 30, 2011.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: Ann W. Barnett

By: M. William Salganik

Date: 6/21/07

Date: 6-21-07

LETTER OF UNDERSTANDING #9

June 23, 1999

Connie Knox
Washington-Baltimore Newspaper Guild
1100 15th Street NW, Suite 350
Washington, DC 20005-1707

Re: Janitorial Outsourcing

Dear Connie:

Consistent with our discussions leading to a new collective bargaining agreement, the parties have negotiated over the Publisher's decision to outsource janitorial work at The Sun's Calvert Street buildings, as well as the effects of this decision. Pursuant to these negotiations, the parties have reached the following agreements:

- (A) The Sun may, in its discretion, assign or reassign Calvert Street bargaining unit janitorial work to independent contractors. The Sun may also assign or reassign this work to non-unit temporary employees who are hired by The Sun through an outside agency. The wages, hours, and working conditions of such independent contractors or such temporary employees will not be subject to the collective bargaining agreement between the Guild and The Sun.
- (B) Effective January 10, 2000, bargaining unit employees in the janitorial classification will be assigned exclusively to work shifts at Sun Park, except as provided in paragraph E below. Employees receiving the Assistant Head Janitor differential also will be assigned exclusively to Sun Park as of January 10, 2000. The process of selecting shifts to be worked at Sun Park for the period beginning January 10, 2000 will take place no later than December, 1999, pursuant to a mid-year pick under Appendix A. No full-time Janitor or Assistant Head Janitor who has passed his/her probationary period will be involuntarily reduced to part-time status as a direct result of the change of assignment under this side letter.
- (C) Prior to the date of the picks provided in Paragraph B above, employees in the janitorial classification will be offered a severance package pursuant to Section 8.5 of the Agreement. Janitorial employees will opt to seek the severance package and resign from The Baltimore Sun effective not later than January 9, 2000 or to continue employment in the janitorial classification at Sun Park except as provided by paragraph D below. The Sun shall have the ability to limit the number of janitorial employees electing the severance package to not more than eleven (11) based upon longest continuous service with The Sun.
- (D) In addition to the severance option described above, The Sun may explore with janitorial employees the opportunity for them to pursue, on a voluntary basis, other positions at The Sun. If a janitorial employee elects to pursue an alternative position at The Sun, the employee will

receive, in this new position, not less than the wage rate for Janitors in pay group C-14. Otherwise, the employee will be covered by the terms and conditions then in effect in the department where the new position is located.

- (E) For transitional or operational purposes, The Sun may retain some bargaining unit janitors at Calvert Street following the initial assignment of said work outside the bargaining unit. The Publisher reserves the right to assign such work at any future time outside the bargaining unit pursuant to this letter.
- (F) In the event The Sun elects to employ regular employees primarily to perform bargaining unit janitorial work at Calvert Street (as distinguished from the use of independent contractors and/or temporary employees who are hired by The Sun through an outside agency), such regular employees will be covered by the Guild's collective bargaining agreement. A "regular employee" for the purpose of this side letter is an employee who is not hired through an outside agency. A "temporary employee," for the purpose of this side letter, is an employee who is hired through an outside agency.
- (G) The provisions of Appendix A shall continue to apply to janitorial work performed at Sun Park and, if regular employees performing janitorial work are restored to Calvert Street, then, to Calvert Street, too.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #10

June 23, 1999

Connie Knox
Washington-Baltimore Newspaper Guild
1100 15th Street NW, Suite 350
Washington, DC 20005-1707

Re: Building Mechanic Outsourcing

Dear Connie:

Consistent with our discussions leading to a new collective bargaining agreement, the parties have negotiated over the Publisher's decision to outsource building mechanic work at The Sun's Calvert Street buildings, as well as the effects of this decision. Pursuant to these negotiations, the parties have reached the following agreements:

- (A) The Sun may, in its discretion, assign or reassign Calvert Street bargaining unit building mechanic work to independent contractors. The Sun may also assign or reassign this work to non-unit temporary employees who are hired by The Sun through an outside agency. The wages, hours and working conditions governing such independent contractors or such temporary employees will not be subject to the collective bargaining agreement between the Guild and The Sun.
- (B) Inasmuch as there are no Guild-represented employees presently performing the above-described work, this agreement does not impact any current employees.
- (C) In the event The Sun elects to employ regular employees primarily to perform bargaining unit building mechanic work at Calvert Street (as distinguished from the use of independent contractors and/or temporary employees who are hired by The Sun through an outside agency) such regular employees will be covered by the Guild collective bargaining agreement. A "regular employee," for the purpose of this side letter, is an employee who is not hired through an outside agency. A "temporary employee," for the purpose of this side letter, is an employee who is hired through an outside agency.
- (D) The provisions of Appendix A shall continue to apply to bargaining unit building mechanic work performed at Sun Park and, if regular employees primarily performing building mechanic work are restored to Calvert Street, then, to Calvert Street, too.
- (E) In return for the Publisher modifying its proposal regarding building mechanic outsourcing, the Guild agrees to withdraw the Big Building/Dome grievance with prejudice, and to withdraw, with prejudice, its Demand for Arbitration in such case.

- (F) The employment of bargaining unit employees in the C-6 (Facilities Support Persons) classification at Calvert Street shall not operate to prejudice the position of either party with respect to the appropriateness of the use of C-6's (Facilities Support Persons) at Sun Park.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #11

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Performance Management

Dear Bill:

The Publisher shall have the right, from time to time, to design and/or implement performance evaluation systems of its own choosing in departments covered by this Agreement. The Publisher will notify the Union of any such proposed performance evaluation system and give the Guild the opportunity to bargain over the terms of the performance evaluation system prior to its implementation.

Upon the Guild's request, the parties agree to bargain in good faith for four (4) weeks from the date of notice to the Guild. If, following such a request from the Guild, the Publisher is unable to schedule any bargaining during a particular week within the relevant four-week period, the bargaining period will be extended by an equal number of weeks.

In the event the parties are unable to reach agreement over the terms of the performance evaluation system within the time defined by this Letter of Understanding, the Publisher may implement the written performance evaluation system consistent with its last offer to the Guild.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #12

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Employees Below Top Minimum of Wage Scale as of June 24, 2003

Dear Bill:

This letter sets forth the understandings and agreements reached between the parties regarding the one year wage "freeze" for employees who are below the top minimum of their job classification's pay scale as of June 24, 2003.

After such an employee reaches top minimum for his/her job classification, his/her next scheduled general increase will be null and void. After a one-year wage freeze, the employee's eligibility for a general wage increase will then resume in accordance with the schedule for general wage increases then in effect.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #13

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Individual and/or Team Incentives

Dear Bill:

The Publisher may, from time to time, design and implement individual and/or team incentives. The design and administration of such incentives will be reserved exclusively to the Publisher and its exercise of discretion in respect to such incentives will be final.

Disputes regarding such incentives shall be grievable pursuant to the provisions of Article 12, but shall not be arbitrable under the provisions of Article 13, except as set forth herein. The only matters subject to an appeal to arbitration pursuant to Article 13 are those limited to (a) claims that incentive payments were earned and not paid and/or (b) claims that incentive payments were incorrectly calculated and therefore incorrectly paid. All other matters relating to incentives shall not be subject to arbitration.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #14

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Assistant Night Editor

Dear Bill:

Consistent with the elimination of the title "Assistant Night Editor", the following agreements have been reached regarding the pay status, pay group and title of the one incumbent employee in the Assistant Night Editor position, David Thomas:

1. Effective June 25, 2003, Mr. Thomas' pay group and title shall be changed to N-2, Design Editor.
2. Mr. Thomas' salary and benefits shall not be reduced as a result of this change.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #15

June 25, 2003

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Geographical Transfers/Impairment of Benefits

Dear Bill:

During the 2003 collective bargaining negotiations, the parties discussed the meaning of the phrase "impairment of benefits" in the second to last sentence of Section 8.7. As a result of this discussion, the parties agree that the benefits encompassed by this phrase are limited to those expressly set forth in writing in the Agreement.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING #16

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: News Content Quality Committee

Dear Bill:

The Baltimore Sun and the Guild shall appoint an equal number (not less than two nor more than four) of Baltimore Sun employees to a standing committee which shall make advisory, but non-binding recommendations to the Publisher on news content matters such as questions of bias in news coverage, quality of coverage, communications from readers.

Any disagreements arising among and between members of the committee or any rejection of recommendations made by the committee shall not be subject to the grievance/arbitration procedures set forth in Article 12 and Article 13 of the Agreement.

This committee shall initially be established on a one-year trial basis and shall meet upon request of either party, but not more often than four times a year. The committee may be continued, at one-year intervals renewable annually, by mutual agreement of The Sun and the Guild.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: Ann W. Barner

By: M. Salganik

Date: 6/21/07

Date: 6-21-07

LETTER OF UNDERSTANDING #17

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Combination reporter/photographer assignments

Dear Bill:

During negotiations for the 2007-2011 collective bargaining agreement, the parties agreed to delete the restriction that had appeared in Section 20.5 of the 2003-2007 collective bargaining agreement prohibiting combination reporter/photographer assignments.

This change was proposed by the Publisher, and agreed to by the Guild, as an effort to enhance the Sun's frequency and presentation of images and sound on multimedia platforms.

In connection with the deletion of the restriction that had appeared in Section 20.5, the parties have reached the following understandings:

- 1) Newsroom employees who have not previously been assigned to combination reporter/photographer duties will receive training in the performance of those duties for which they lack prior experience. This commitment to training only applies to employees employed as of June 25, 2007. This limitation on the commitment to training is not intended to waive any rights that the Guild might otherwise have to challenge the discipline or discharge of employees hired on or after June 26, 2007 for lack of training.
- 2) No reporter performing such photographer duties will be disciplined for the quality of his/her performance of such photographer duties. Likewise, no photographer performing such reporter duties will be disciplined for the quality of his/her performance of such reporter duties. This sub-paragraph only applies to employees employed as of June 25, 2007.
- 3) Performance evaluations of reporters and photographers employed as of June 25, 2007 will not include negative statements relating to performance of photographer duties (in the case of reporters assigned these new duties) and reporter duties (in the case of photographers assigned these new duties). Any difference or dispute regarding this subparagraph that has been properly processed through the grievance procedure set forth in Article 12 and has not been settled at the conclusion thereof, may be submitted to final and binding arbitration by the Guild pursuant to Article 13, notwithstanding the provisions of Section 13.4.

- 4) The Guild and Publisher shall each appoint three employee representatives to a Reporter-Photographer Advisory Committee. The purpose of this committee shall be to address issues and concerns related to training, quality, and work assignments contemplated by this letter. The committee shall make advisory, but non-binding recommendations to the Editor. Any disagreements arising among and between members of the committee or any rejection of the recommendations made by the committee shall not be subject to the grievance/arbitration procedures set forth in Article 12 and Article 13 of the Agreement. This committee shall disband as of December 31, 2009.
- 5) In the event of a conflict between this side letter and Appendix C, subparagraph 1, this side letter shall prevail.

THE BALTIMORE SUN

By:

Date:

6-21-07

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By:

Date:

6-21-07

LETTER OF UNDERSTANDING #18

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Vacation Committee

Dear Bill:

At either parties' request, the parties will meet during the term of the 2007-2011 collective bargaining agreement for the purpose of discussing a possible move to an "accrue and use as you go" vacation methodology. Absent mutual agreement, the existing method of vacation accrual will remain in effect during the term of the 2007-2011 agreement.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: AMW. Banner

By: Bill Salganik

Date: 6/21/07

Date: 6-21-07

LETTER OF UNDERSTANDING #19

June 25, 2007

M. William Salganik
Washington-Baltimore Newspaper Guild
1100 15th Street, N.W., Suite 350
Washington, D.C. 20005-1707

Re: Commuter Reimbursement Benefit

Dear Bill:

The commuter program allows eligible employees to set aside pre-tax funds to pay for certain transportation and parking expenses when traveling to and from work.

The commuter reimbursement benefit will be provided to employees covered by the collective bargaining agreement. Provision of this benefit is subject to the Publisher's sole right, in its discretion, to modify or terminate the benefit, provided such modification(s) or termination is consistent with the modification(s) or termination of the benefit as provided to merit employees of The Baltimore Sun.

It is understood that the fees paid for parking in the Chesapeake Center garage are currently treated as pre-tax income, and therefore, are not eligible for reimbursement under the commuter reimbursement benefit.

THE BALTIMORE SUN

THE WASHINGTON-BALTIMORE
NEWSPAPER GUILD

By: Ann W. Banner

By: W. Salganik

Date: 6/21/07

Date: 6-21-07

INDEX

2007

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2008

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
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FEBRUARY						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
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MARCH						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

APRIL						
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20	21	22	23	24	25	26
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MAY						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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JUNE						
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15	16	17	18	19	20	21
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JULY						
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20	21	22	23	24	25	26
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AUGUST						
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10	11	12	13	14	15	16
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31						

SEPTEMBER						
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7	8	9	10	11	12	13
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OCTOBER						
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NOVEMBER						
S	M	T	W	T	F	S
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DECEMBER						
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2009

JANUARY						
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FEBRUARY						
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MARCH						
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MAY						
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JULY						
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NOVEMBER						
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2010

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