

Aug. 26, 2011

Lou:

Pursuant to Article 10.05 of the posted conditions, this is 60-day notice of the need to reduce staff in the following jobs:

- Editorial assistants: 4 positions
- Photographers: 2 to 4 positions

We are in the process of conducting a skills and expertise assessment to identify the employees we believe are appropriate for layoff under 10.08b. We believe some employees with lower seniority have demonstrable special skills and expertise. I will share the names of employees with you as soon as we complete the assessment.

The most relevant posted condition provisions are included with this communication (although, of course, other posted rules might come into play, as well). If we understand this procedure properly, and subject to any input you might have with regard to the process, it would be our intent to:

- Complete our initial negotiations with you, as required by 10.05/10.08c and within 30 days of us providing the Guild the names of those identified for possible layoff, on or about Sept. 30.
- Begin any required 30-day training periods that eligible employees might elect pursuant to 10.08b, as soon as possible.
- Implement layoffs of appropriate personnel, as identified after proper negotiations and training (if any), no later than Oct. 30 (60 days after we give you the list of names required in 10.08c.

Jim Bebbington and I are available to discuss this at your request.



Jana

10.05 The Company will give the Guild two (2) months notice in the event of a reduction in force. Failure to give such two (2) months notice shall not result in any penalty to the Company. Prior to notifying any employee of a reduction in force, the Company shall notify the Union of said reduction in force. The Union shall have, after notification, a minimum of two weeks to negotiate on behalf of that employee to either find a different position or to develop a severance package.

10.06 In the event of a reduction in force due to economic, involuntary dismissals the number of part-time employees will be dismissed in numbers equal to or greater than one-half the number of full-time employees who are dismissed. If the number of part-time dismissals will be less than half the number of full-time dismissals, the Company shall give the Union a minimum of seven (7) days notice prior to the reduction in force. After an employee has been laid off for a period of one (1) week or more, except where such lay off results from a strike which forces suspension of publication, that employee may elect to treat this lay off as a dismissal and thereby becomes entitled to severance pay in accordance with the rules set forth in Article 11.

10.07 Seniority is hereby defined as an employee's full-time total length of continuous employment with the Company, beginning with the date on which the employee began work for the Company after last being hired. Part-time seniority is defined as a part-time employee's total length of continuous employment with the Company as a part-timer. The Company will draw up and maintain a current seniority list. This list will be shared with the Union. A temporary employee shall not acquire seniority.

10.08 Layoff and Recall

a. Reduction in force shall be done by job classification. The classifications shall be defined as Reporter, Copy Editor, Artist, Photographer, On-line, and Editorial Assistants/Clerks.

b. In the event of reduction in force, reduction shall be done by reverse order of hire to the Company, including all experience with the Company inside and outside the job classification. The Company may opt to retain individuals of lesser seniority who have demonstrable special skills or expertise. However, a more senior employee has the option to receive no more than 30 days of training in order to learn said skills and retain his or her job, should the company deem the learned skills to be adequate. Such training shall be at Company expense. If the Company opts to retain the person of lesser seniority after the more senior person undergoes training, the senior employee shall be eligible for severance as defined in Article 11 and for rehire under the same procedures described in this Subsection (b) for reduction. No person undergoing training shall be laid off prior to completion of training.

c. The Company will provide the Guild a list of employees affected by any proposed layoff at least 30 days in advance of the layoff date. The Guild shall have the right to review such list and correct errors in starting dates or other relevant information. During that 30 day period, the Guild and the Company shall discuss alternatives that would minimize the need for layoff. The minimum two-week period to negotiate on behalf of employees required in Section 5 of this Article shall be contained within this 30-day period.

10.09 In the event of a reduction in force, temporary employees would be laid off before permanent employees.

10.10 Notwithstanding any of the foregoing provisions of this Article, all seniority rights under this Agreement shall be lost if any of the following occurs: (a) an employee quits of his/her own accord, or (b) an employee is dismissed for just and sufficient cause, or (c) an employee does not return to work when recalled into his/her classification, or (d) an employee is absent from the payroll continuously for more than twenty-four (24) months due to dismissal resulting from a reduction in work force.

10.11 Employees who are dismissed due to a reduction in force and who do not accept severance under Article 11 shall be placed on a rehiring list in their classifications in the reverse order of dismissal for up to one year before anyone is hired in their classification. At the end of two years on a rehiring list or anytime sooner, an employee may elect to receive severance pay pursuant to Article 11. After two years on the rehire list, if subsequently rehired, an employee is not obligated to return severance. An employee will not lose seniority or be removed from the recall list should that employee turn down a position not in their job classification. The Company shall keep a separate list for part-time employees. The Company cannot rehire part-timers for full-time positions unless the full-time list is exhausted.

ARTICLE 11: SEVERANCE PAY

11.01 After completion of a full-time employee's probationary period, any full-time employee who is discharged for reasons other than criminal acts while performing business on behalf of the company, behavior that creates a clear and present danger to the safety of employees or work operations, proven dishonesty, willful neglect of duty after a warning, and/or gross or repeated insubordination shall be granted severance pay in accordance with years of service at the rate of one week's pay for each six months or major fraction thereof of continuous service up to a maximum of twenty-four (24) years, such pay to be computed at the highest standard of weekly rate of salary received by the employee during the twelve (12) months immediately preceding the discharge, and shall be paid in a lump sum.

11.02 After completion of a part time employee's probationary period, any part time employee who is discharged for reasons other than proven dishonesty, criminal acts while performing company business, behavior that creates a clear and present danger to safety of employees or operations, willful neglect of duty after a warning, and/or gross or repeated insubordination shall be granted severance pay in accordance with years of service at the rate of one week's pay for each 12 months or major fraction thereof of continuous service up to a maximum of twenty four (24) years, such pay to be computed at the highest standard of weekly rate of salary received by the employee during the twelve (12) months immediately preceding the discharge, and shall be paid in a lump sum.

11.03 Any employee who accrued vacation time in 2007, and who retires or resigns or is terminated and agrees by written waiver not to contest that termination or the fact that the retirement or resignation was voluntary, will receive the equivalent of four (4) weeks pay at the rate they were earning at the time of departure.”