AGREEMENT

BETWEEN

THE VILLAGE VOICE, INC.

- and -

Local 2110, U.A.W.

July 1, 1999 - June 30, 2002

July 15, 1999

INDEX

July 15, 1999

AGREEMENT made this 1st day of July, 1999, by and between VV Publishing Corp., 36 Cooper Square, New York, New York, 10003 (hereinafter called the "Publisher") and Local 2110, U.A.W., 71 Fifth Avenue, New York, New York, 10003 (hereinafter called the "Union"), for and on behalf of itself, its members now employed or hereafter to be employed by the Publisher and collectively designated as employees:

1. DEFINITIONS

Whenever used in this Agreement, the following terms shall have meanings only as follows:

A. "Bargaining Unit" means all employees of the Publisher who are employed in the occupations listed on the Job Classification List which is annexed hereto and made a part hereof as "Schedule A". The bargaining unit does not include, and this Agreement does not apply to all others, including executive, confidential or supervisory employees, or to employees whose employment is temporary.

B. "Day" means working day if the period involved is less than a week, and every day if the period involved is a week or more.

C. "Employee" means an employee within the bargaining unit.

D. "A Bargaining Unit Freelancer" means a regular contributor to the Village Voice who meets the criteria for coverage under the employer's medical plan presently provided for by the Publisher. Benefit provisions of this Agreement refer to freelancers only where expressly set forth.

Effective 7/1/1999, a bargaining unit freelancer shall be a regular contributor who has earned no less than $8,067 and whose work has been accepted and paid for no less than 24 times in the preceding twelve (12) month period and shall be covered by the medical plan for the succeeding 12 month period (7/1/99 - 6/30/00).

Effective 7/1/00 "a freelance contributor eligible for coverage under the medical plan" means a contributor who has earned no less than $8551 and whose work has been accepted and paid for no less than 24 times in the preceding period 7/1/99 - 6/30/00 and shall be covered by the medical plan for the succeeding 12 month period (7/1/00 - 6/30/01).

Effective 7/1/01 regular contributors who earned no less than $8808 and whose work has been accepted and paid for no less than 24 times in the preceding 12 month period shall be covered by the medical plan for the succeeding 12 month period (7/1/01 - 6/30/02).

Effective 7/1/02 regular contributors who earned no less than $9160 and whose work has been accepted and paid for no less than 24 times in the preceding 12 month period shall be covered by the medical plan for the succeeding 12 month period (7/1/02 - 6/30/2003).

July 15, 1999

Effective 1/1/00 regular contributors who have earned no less than $8,309 and whose work has been accepted and paid for no less than 24 times in the preceding 12 month period shall be covered by the medical plan for the succeeding 12 month period (1/1/00 - 12/31/00).

Effective 1/1/01 regular contributors who have earned no less that $8,680 and whose work has been accepted and paid for no less than 24 times in the preceding 12 months period shall be covered by the medical plan for the succeeding 12 month period (1/1/01 - 12/31/01).

Effective 1/1/02 regular contributors who have earned no less than $8,984 and whose work has been accepted and paid for no less than 24 times in the preceding 12 months period shall be covered by the medical plan for the succeeding 12 month period (1/1/02 - 12/31/02).

All contributions accepted and paid for shall count toward the above hurdles regardless of whether the contribution is published. (Kill fees do not count).

The contributions over the twelve months will be calculated as follows:

200 words to 400 words	½ credit
401 words to less than 2 pages	1 credit
2 pages to less than 3	1 ½ credits
3 + pages	2 or more (negotiable)

Sidebars written by the same writer count as part of the total words of the story unless it is determined that extra reporting or research/work is required which makes the sidebar into a separate article. This determination shall be made by the Writer and Editor-in-Chief.

E. The terms and conditions of this Agreement do not apply to freelance contributors who are not eligible for coverage under the medical plan as set forth above.

F. "Temporary employee" means a person who is hired on a regularly scheduled basis by the Publisher for a special project of a specified length or for the duration of a leave of absence or to cover a short term need. The person will be told upon hire that his/her employment is for a temporary period with a stated termination date. After ninety (90) days employment, temporary employees shall receive sick time, personal days and holidays. Any temporary employee who is scheduled to work for a period of six (6) months or more shall receive all the benefits of the collective bargaining agreement after the thirtieth (30th) day of employment (including medical) except those inconsistent with their temporary status (i.e., Seniority, Layoff, Discharge, Severance and Vacation). A temporary employee who was originally scheduled to work less than six (6) months but remains beyond six (6) months shall receive all of the benefits as above (prospectively for medical coverage). A temporary employee shall receive vacation after one (1) year. Should a temporary employee become permanent, he/she will have a probationary period of sixty (60) days, providing he/she has worked at least thirty (30) days. At the end of this probationary period his/her seniority will be retroactive to the first day of regular employment. The name, sex, date of hire, reason for hire, salary and approximate termination date of each temporary employee shall be supplied to the union every 30 days.

G. "Grievance" means a complaint or dispute involving the application or meaning of this Agreement or arising out of its provisions.

H. "Holidays" means a paid holiday referred to in Article 12.

I. "Party" means the parties hereto: The Union and the Publisher.

J. The singular includes the plural as the context may indicate.

2. <u>RECOGNITION: BARGAINING UNIT</u>

A. The Publisher recognizes the Union as the exclusive bargaining agent for all of its employees who are in the bargaining unit as described in Schedule "A" and excludes all others.

B. New positions which may hereafter be created by the Publisher shall be included in or excluded from the bargaining unit on the basis of the same criteria which were used to establish the bargaining unit. The Publisher shall notify the Union in writing of any changes in the content of existing positions or of the creation of new positions, which may reasonably be deemed to affect their inclusion in or exclusion from the bargaining unit. In the event the Employer adds additional positions in the Computer Room they shall be negotiated with the Union over bargaining unit inclusion. In the event of disagreement the Union may submit the matter to arbitration and the issue shall be determined using NLRB standards.

C. It is not the intention of the Village Voice to use casual employees to carry a workload that could be done by part-time or full-time staff.

3. UNION SHOP

A. It shall be a condition of employment that all employees of the Publisher covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

B. In the application of Paragraph (A) above, when the Publisher is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Publisher shall terminate such employee within ten (10) days unless the Union notifies the Publisher that the employee is now in good standing.

4. DUES CHECKOFF

A. Upon written notice from the Union, the Publisher will deduct all Union membership dues from all salaried employees as provided for in the authorization form set forth below, upon condition that at the time of such notice the Union shall furnish the Publisher with a written authorization executed by the worker in the following form:

> "I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner."

B. The Publisher will notify the Union promptly of any revocation of such authorization received by it.

C. The Publisher will check off savings and loans from salaries of employees authorizing such to be remitted to the Local 2110 Credit Union. The Publisher shall be held harmless for all such amounts.

D. The Village Voice agrees to deduct from the pay of each employee voluntary contributions to UAW V-Cap, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "authorization for Assignment and Checkoff of contributions to UAW V-Cap" form, together with the provisions of this section of the Agreement. The minimum contribution shall be $1.00 per paycheck.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" form for each employee for whom voluntary contributions to UAW V-Cap are to be deducted hereunder, shall be delivered to the Village Voice before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" forms which have been properly executed and are in effect.

The Village Voice agrees to remit said deductions promptly to UAW V-Cap, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Village Voice further agrees to furnish UAW

V-Cap with the names of those employees for whom deductions have been made.

5. <u>JOB OPPORTUNITIES; PROBATIONARY PERIOD</u>

The Publisher is committed to make every effort to pursue a policy of promotion from within in accordance with the following procedures:

A. Job openings will be posted as they occur. First consideration will be given to staff members of the department having the opening. All staff members, however, are invited to apply for posted jobs. Applicants will be considered on the basis of ability, experience, qualifications for the job, length of service, and prior working record. Normally, applicants will be expected to have at least six (6) months in their present positions before they are considered. Selection will be made as promptly as possible. Jobs shall be posted for seven (7) days before applicants from the outside are interviewed, except where, due to unusual circumstances, it may be necessary to interview applicants for job openings from outside the company at the same time as the internal posting procedure is followed. In such cases, the Union shall be notified in writing.

B. Following the filling of a vacancy, rejected applicants shall, upon request, within two (2) weeks, receive the reasons for the rejection in writing.

C. Notices of job openings shall also be sent to the Union for their referral of qualified applicants.

D. New employees shall be subject to a trial period of ninety (90) days during which they may be discharged at the sole discretion of the Publisher without regard to cause. At the end of thirty (30) days they shall receive the benefit of the medical/dental program.

E. The Publisher shall continue to provide job training where appropriate during probation.

6. <u>PROMOTIONS; TRANSFERS</u>

An employee promoted to a classification higher than the one he/she presently occupies or transferred laterally shall have a probationary period of sixty (60) days during which time the Publisher or employee shall have the right to return the employee to his/her old job or equivalent job, if available. If the former or equivalent job is not available the Employer will make available suitable work at the employee's former rate of pay until such time as the former or equivalent position becomes available. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or a ten (10%) percent increase, whichever is higher. Employees assigned to work in a higher classification for at least one (1) week shall receive the minimum for the classification or ten (10%) percent above their salary, whichever is higher. For a period of time less than one (1) week management will not unreasonably deny differential payment for work in a higher classification where such work is substantively different from the employee's regular job.

7. SENIORITY; LAYOFF

A. All persons employed for a period exceeding ninety (90) days shall be considered permanent employees and shall be entitled to seniority rights. Seniority shall date from original hire and shall be accumulated by classification within a department. Upon a transfer, the employee shall carry seniority to the new classification.

B. With the exception of assigning editors and writers, layoffs or reductions in force because of liquidation, reduction in business, changes in method of operations or of policy, reorganization, or similar reasons shall be in inverse order of seniority, where ability, qualifications, and work performance are relatively equal.

For a period of the employee's length of service up to a maximum of one (1) year from the date of layoff, a laid-off employee with seniority shall be entitled to recall to the position from which she or he was laid off, in order of seniority, before a new employee is hired for that position.

C. The Publisher will provide, for all employees, three(3) weeks' notice of layoff, or pay in lieu thereof.

D. Seniority shall be lost if any employee: Leaves voluntarily or is discharged for cause; has been laid off continuously for one (1) year or for a period equal to his/her seniority, whichever is shorter, or fails to return to work within two (2) weeks after the Publisher has mailed a notice of recall to him/her by certified mail addressed to his/her last address as it appears on the Publisher's records and has given a copy of such notice to the Union.

E. An employee who is laid off and is rehired within five years shall not suffer a break in continuity and shall have his or her prior years of service counted for seniority purposes.

8. LAYOFF PROCEDURES - TERMINATION

A. In the event of layoff, the Publisher shall make every effort to place affected employees elsewhere in the publication.

B. In cases of termination by the company other than for discharge for cause or voluntary quit, a terminated regular part-time or full-time employee, other than Staff Writer or Senior Editor, will receive compensation for unused, accrued vacation time plus severance pay as follows:

Over	But Less Than	Severance Pay
6 months	1 year	1 week's salary
1 year	2 years	2 weeks' salary
2 years	3 years	3 weeks' salary
3 years	4 years	4 weeks' salary
4 years	5 years	5 weeks' salary
5 years	6 years	6 weeks' salary
6 years	7 years	7 weeks' salary

Over	But Less Than	Severance Pay
7 years	8 years	8 weeks' salary
8 years	9 years	9 weeks' salary
9 years	10 years	10 weeks' salary
10 years & Over	---	2 weeks' salary for each full year of service beginning with the tenth year up to a maximum of 52 weeks.

C. Reduction of fifty (50%) percent or more of employee's hours shall be considered a partial layoff, entitling the affected employee(s) to two (2) weeks notification and severance prorated to hours lost. All employees shall receive severance based on their full employment history in the event of a complete layoff.

D. Senior editors' and staff writers' severance shall be two (2) weeks for each year of employment up to five (5), and four (4) weeks for each year thereafter to a maximum of fifty-two (52) weeks (after 16 years).

E. Severance shall be based on bonuses, commissions and writer's fees in addition to the regular base weekly salary at the time of termination except for hourly employees whose pay shall be computed by taking an average of the twelve (12) preceding weeks.

F. An employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

G. If an employee with two or more years seniority is laid off, the Publisher will continue his/her coverage in the Welfare Fund for three (3) months.

H. Technological Change - The Publisher will notify the Union in writing at least sixty (60) days in advance, where practicable, prior to implementing any technological change that substantially changes working hours, or conditions of a unit or department or results in a layoff of bargaining unit members. The notification shall include information about the nature of the changes, including the type of equipment and the positions affected. Affected employees will be trained at the Publisher's expense to use the new equipment or new software applications. If the number of bargaining unit positions are reduced as a result of technological change the laid off employees shall receive one and one-half (1-1/2) times the regular severance pay.

1. It is the intent of the Publisher, to the extent consistent with efficient business operations, to preserve the work opportunities of the bargaining unit. Therefore, the Publisher shall not outsource for the purpose of eroding the bargaining unit.

2. The Publisher will notify the Union in writing at least 60 days in advance, where practicable, of its intention to outsource bargaining unit work that substantially changes working hours or conditions of a unit or department, or will result in a layoff of bargaining unit members. Such notice

shall include a detailed plan of the proposed outsourcing with the specific tasks to be outsourced; a specific explanation of the reasons for the proposed outsourcing; and the affected unit, department or positions. The Publisher shall, upon request, meet to discuss its plan with the Union.

3. In the event that the number of bargaining unit positions are reduced as a result of outsourcing, the Publisher will assign the affected employee to any vacancy for which the employee is qualified or, through training, may become qualified. Any such training will be at the Publisher's expense. In the event that no appropriate positions are available, affected employees shall receive one and one-half (1 ½) times the regular severance pay.

9. <u>DISCHARGE</u>

A. No employee who has completed the probationary period may be discharged except for just cause.

B. No discharge for reasons of unsatisfactory job performance may take place unless and until the employee has been notified by his/her department head, in writing at least four (4) weeks earlier of the way(s) in which his/her performance is unsatisfactory and the way(s) he/she can improve job performance, except that, with respect to Account Executives in the advertising department, the warning notice period shall be at least six (6) weeks. The purpose of this warning notice is to give the employee reasonable time and adequate guidelines to meet the standards of satisfactory performance. Copies of such warning, including the warning period, shall be given to the Director of Human Resources and to the Union, which shall have the right to discuss the matter with the Director of Human Resources. Upon the expiration of the warning period, one of the following procedures shall be followed:

The employee shall be restored to good standing and so notified in writing with copies to the Director of Human Resources and to the Union; or

The employee shall be terminated upon notice from the supervisor that his/her performance is still unsatisfactory.

C. In the event of disagreement between the Union and the Publisher as to a discharge, the matter shall be submitted to arbitration according to the provisions of this Agreement, except that the determination to use or not to use or discontinue use of a particular writer or assigning editor shall be exclusively a matter of the Publisher's judgment and not subject to the grievance and arbitration procedures of this Agreement.

D. In the event of the Voice's dissatisfaction with the job performance of a particular assigning editor or writer, the following procedure shall take effect:

1. The Voice shall provide the employee, in writing, with an account of the ways in which his/her job performance is unsatisfactory and recommendations for the ways in which he/she can improve job performance. At that time, the Editor-in-Chief shall be required to meet with the employee and, at the employee's request, his/her bargaining unit representative(s), to discuss the matter. The employee shall be given sixty (60) days to fulfill the recommendations.

2. Thirty (30) days after the Voice has submitted the letter, the Editor-in-Chief shall meet again with the employee and, at the employee's request, his/her bargaining unit representative(s), to review the employee's progress toward fulfilling the recommendations. Thirty (30) days thereafter, The Voice shall make a determination in writing as to whether the employee has fulfilled the recommendations to The Voice's satisfaction. The Voice's determination shall not be subject to the grievance and arbitration provisions of the Agreement.

3. The parties acknowledge that under Section 9D of the Local 2110 Village Voice collective bargaining agreement, a staff writer or assigning editor ("Employee") whom management believes is not satisfactorily performing must be informed of the reasons for the unsatisfactory determination, and he/she must be given recommendations on how to improve his/her performance. The Employee is then entitled to a sixty (60) day rehabilitation

period to attempt to fulfill management's recommendations for satisfactory performance.

The Village Voice has asserted that where it believes that an Employee's deficiency is based upon reasons of taste, and not performance, the sixty day rehabilitation period is not useful.

While the requirements of Section 9d apply both to issues of taste and performance, the parties hereby agree that when the Village Voice informs an Employee, in accordance with Section 9d, that his/her performance is deficient due to reasons of taste, the parties shall immediately meet, pursuant to Section 9d(1). After that meeting, the Employee may choose to follow the procedures of 9d, or elect to receive sixty days pay in lieu of the section 9d period. The Employee will be informed that if he/she chooses to pursue his/her 9d rights, and is terminated at the end of the period, he/she will have no recourse to grievance or arbitration except to arbitrate whether the termination was for performance or taste. Employees terminated for reasons of taste shall be entitled to severance pay according to the schedule set forth in Article 8(D) of this agreement.

10. <u>INFORMATION TO THE UNION</u>

A. In addition to the other notice requirements of this Agreement, the Publisher shall give written notice to the Union, within four (4) weeks, of the following:

1. The name, address, sex, date of birth, date of hire, job classification, and salary of each new employee, and such information as the Publisher records as to minority status.

2. The date and nature of change of classification of an employee.

3. The name and date of transfer of an employee to a classification within or outside of the bargaining unit.

4. The date of termination of employment of an employee and the reason therefor.

B. As soon as possible after the end of the month, the Publisher shall furnish to the Union a schedule of the then current payroll of the bargaining unit.

C. By July 30 and January 30 of each year, the Publisher shall furnish to the Union a list of those freelance contributors eligible for coverage under the medical plan.

D. The Publisher shall promptly send an employee a copy whenever a substantive comment regarding the employee is placed in the employee's personnel file. The employee shall, within sixty (60) days, have the right to place in the file a response to anything contained which such employee deems to be adverse. Upon request, an employee may review his/her own file in the Personnel Director's office and shall be provided with a copy of any material contained in the file.

11. <u>HOURS OF WORK AND OVERTIME</u>

A. For employees, except those set forth in Article 11.K below, the normal workweek shall be thirty-five (35) hours from Monday through Friday, or Monday through Saturday, and the normal workday shall be seven (7) continuous hours, excluding one (1) hour for lunch, beginning at 9:30 a.m., unless different hours and different days are scheduled. The operation of The Voice, family obligations, academic pursuits, and other cases of need shall be given consideration by the department head in determining whether to schedule such different hours, including in certain cases, working a thirty-five (35) hour week in fewer than five (5) days.

B. The Publisher shall continue its practice of providing in some departments two (2) fifteen (15) minute scheduled breaks per seven (7) hour shift, and another scheduled break during a longer day and the system of informal breaks now taken in other departments.

C. The Publisher shall provide two (2) weeks' notice of any permanent change in an employee's work schedule to the employee.

D. All work in excess of thirty-five (35) hours a week shall be paid for at the rate of time and one-half (1-1/2), except for such work performed by those employees in classification set forth in Article 11.K.

E. Employees who are required to be on call between the hours of 8:00 p.m. and 8:00 a.m. shall be paid at their regular rate of pay. On call shall be defined as being away from home and within one-half (1/2) hour of the location of the possible work assignment. Such time shall not be considered hours worked for purposes of overtime computation.

F. Full-time employees shall be allowed an extra fifteen (15) minutes off on payday for banking purposes.

G. All work required on holidays shall be paid for at time and one-half (1-1/2) the regular rate. An employee who is exempt from overtime shall be given compensatory time off equal to the holiday.

H. Employees required to work on a Saturday because of a holiday on the following Monday shall be paid at time and one-half (1-1/2) the regular rate.

I. Employees in the Classified Department who are scheduled for ten (10) or more hours on Mondays or closing day if Monday is a holiday shall be paid at time and one-half (1-1/2) for all hours beyond their regularly scheduled Monday hours.

J. Overtime shall be distributed as equally as possible.

K. Employees exempt from these provisions on hours shall be: Senior Editors, Staff Writers, Senior Associate Editors, Picture Editors, Staff Photographer, Associate Art Director, Bargaining Unit Freelancers, Sales Representatives.

12. HOLIDAYS

A. The following shall be holidays with pay:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day

The Day after Thanksgiving. Employees required to work on the holiday shall receive an additional Personal Day in lieu of this day.

An additional holiday shall be scheduled by the Voice during Christmas-New Year's week, as per past practice.

B. After the first three (3) months of continuous employment, all regular employees may select three (3) personal days each year. The scheduling of these days must be approved by the employee's department head, and reasonable notice of at least one (1) week shall normally be given. The personal days cannot be included in termination pay, nor can they be carried from year to year.

C. Employees who are unjustifiably absent the day before or the day after a company recognized holiday will not receive holiday pay. In the case of part-time employees, if a company recognized holiday falls on a day an employee normally works, the employee is compensated for the amount of time worked not to exceed seven (7) hours. If the holiday falls on a day the employee is not normally scheduled to work, the employee is compensated for 1/5 of an average workweek. The average workweek is computed by taking an average of the twelve (12) preceding weeks. Pay for personal days shall be computed in the same manner. Part-time employees shall have their work rescheduled so that they do not receive less than his/her weekly salary on account of the holiday.

D. If any holiday listed in Article 12.A above shall fall on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or the following Monday, as the Publisher may designate.

13. VACATIONS

A. Full-time, regular employees will receive vacation time according to the schedule of continuous employment as follows. The period of calculating vacation credits shall be based on annual anniversary dates.

> During the first year of employment, vacation days accrue as follows: One (1) day for the first three (3) months of employment and one (1) day for each month thereafter (not to exceed ten (10) days). More than one (1) year but less than four (4) years of continuous employment: Two (2) weeks vacation. More than four (4) years but less than eight (8) years of continuous employment: Three (3) weeks vacation. Eight (8) or more years of continuous employment: Four (4) weeks vacation.

An employee whose date of hire is on or before the 15th of the calendar month shall receive full credit for that month toward accrued vacation time. An employee hired after the 16th of the month shall start accruing vacation time on the first day of the following month. In the case of regular, part-time employees, the amount of vacation time is prorated according to the average time worked. Therefore, one (1) vacation day would equal 1/5 of an average week. This average is calculated at the time of the vacation by taking an average of the previous twelve (12) weeks' hours.

B. Every effort will be made to accommodate the vacation preferences of the staff. Preference in the scheduling of vacations will be guided by the employee's request, seniority and the operational needs of the publication. Vacations of up to two (2) weeks shall not be split except by mutual agreement. Vacation time may not be carried over from year to year. However, vacations may continue to be taken in the year of accrual as accrued or following the anniversary date, during the subsequent twelve (12) months. If an employee is requested to and agrees to postpone all or part of his/her vacation to the next year, the employee shall be entitled to take the vacation time so postponed in that year or, at the option of the employee, to receive vacation pay in lieu thereof.

C. Employees shall be entitled to receive their accrued vacation pay in advance of leaving for vacation.

D. If a paid holiday falls within an employee's scheduled vacation period, the employee shall be entitled to an additional day of vacation.

E. Vacation time will accrue during leaves of absence for medical reasons when the employee returns to work for three (3) months of continuous employment. Vacation time will not accrue during personal leaves.

F. An individual whose employment with The Village Voice is terminated either voluntarily or involuntarily will receive vacation pay for all outstanding vacation time that he/she has accrued, up to and including the month and/or year when actual separation occurs.

G. Vacation pay for staff writers shall be calculated on 1/52 of total earnings for the previous year. A staff writer shall receive this amount multiplied by the number of vacation weeks that he/she has earned based on seniority.

H. If a member of the bargaining unit or his/her shop steward on the employee's behalf, requests information on his/her individual vacation, personal or sick time from his/her immediate supervisor, the supervisor shall provide this information within one (1) week of the original request.

14. SICK LEAVE AND OTHER LEAVES OF ABSENCE

A. The Publisher shall continue to maintain a flexible policy regarding the amount of sick leave granted employees based upon individual cases, length of service, and work experience, except that there shall be a minimum credit of ten (10) days each employee's anniversary year. Parents of children under twelve shall receive an additional two (2) sick days per year. New employees shall accrue the minimum sick leave at the rate of one (1) day for each month up to the ten (10) per year from their date of hire following completion of their probationary period. Part-time employees working shifts of more than seven (7) hours may take their sick pay in hours up to the hours in the shift missed because of illness. Employees may accumulate unused sick days in amounts set forth in the following schedule:

Length of Service	
3 mo.-1 year:	10
1 year:	20
5 years:	25
10 years:	30
20 years:	40
30 years:	60

B. The Publisher shall not unreasonably deny leaves of absence without pay or benefits for personal reasons to employees of three (3) years' standing. The Publisher shall grant leaves of absence for childrearing leave of up to six (6) months. The Publisher shall not be unreasonable in granting extended leaves of absence of up to one (1) year. An employee on such leaves shall have the option of continuing medical coverage at his/her own expense after three months of paid coverage according to the FLA. An employee on such leave shall suffer no loss of seniority upon returning to the job. Temporary employees may be employed to replace employees on such leaves of absence.

C. Fathers and adoptive parents shall be granted two (2) weeks' paid leave upon the birth or adoption of a child.

D. An employee called to serve on jury duty shall receive his/her regular weekly salary during the periods of such service for up to two (2) weeks except that the Publisher may deduct therefrom any fees or payments received for such jury duty.

E. An employee shall be granted five (5) days mourning time with pay in the event of death of a parent (in-law), grandparent, spouse, child, sibling or other person with whom the employee has family type relations. Employees may use their personal days, if available, for additional mourning time.

F. Employees disabled as a result of their pregnancy shall be paid the difference between disability pay and their regular wages during such disability for up to six (6) weeks.

15. UNION ACCESS AND BUSINESS

A. The Union's representative may visit the firm's premises for the purpose of investigating working conditions or conferring with the Publisher or the employees provided the General Manager receives prior notification, the representative makes his/her presence known to the Publisher upon arriving at the premises and such visit does not interfere with operations.

B. The Publisher shall provide space for a bulletin board in a reasonably accessible place for Union notices.

16. AFFIRMATIVE ACTION AND DIVERSITY.

A. The Publisher is committed to affirmative action to achieve racial and gender equality and workplace diversity as a core principle of the company. The Publisher shall improve upon the current representation of ethnic minorities and women throughout The Village Voice, particularly in those classifications where they are underrepresented. The Publisher shall make strong and sustained efforts, including the commitment of resources, to recruitment, career development, skills training, minority fellowships, mentoring, diversity training, and other affirmative action programs.

B. Both parties agree not to discriminate in hiring, employment, wages, or other status or terms and conditions of employment or opportunity for employment based upon race, sex, sexual preference, age, creed, color, religion, political affiliation or belief, marital or parental status, military status, union activity or physical handicap.

C. The Publisher shall designate two (2) members of the bargaining unit as Affirmative Action/ Diversity Coordinators, each of whom shall be compensated at 10% of the full-time equivalent of his/her salary in recognition that this work will be in addition to their regular duties. These Coordinators will assist and monitor the progress of affirmative action at The Voice with regard to recruitment, selection, job hires, training, evaluation, promotions and transfer.

D. The Publisher shall develop a detailed overall plan for these affirmative action programs at The Village Voice, and shall submit the completed plan to the Affirmative Action/Diversity Coordinators by September 1, 1999. Department heads and the Publisher shall meet quarterly with the above mentioned Coordinators, designated Union representatives and designated representatives of the Publisher. At such meetings, department heads shall submit documentation detailing their efforts with regard to recruitment, hiring, training, evaluation, promotions and transfers. These efforts and the efforts of the Coordinators, will be reviewed.

E. When a position becomes available, the human resources department shall notify promptly in writing the Affirmative Action/Diversity Coordinators of the position available and the affirmative action/diversity search and shall be involved in every stage in this process. The Coordinators shall promptly respond with suggestions as to the implementation of the affirmative action/diversity search and shall be involved in every stage of this process. Once the Publisher decides upon a suitable candidate to be hired, it will inform the Diversity Coordinators of the decision and provide them with confidential documentation of the diversity search made for the position.

F. The Publisher shall notify the Affirmative Action/ Diversity Coordinators in cases of possible termination during the probationary period and shall meet, upon request, with the affected employee and one or both of the Affirmative Action/ Diversity Coordinators. In the case of termination for reasons of unsatisfactory job performance a probationary employee shall be given adequate notice in order to provide adequate training where such is appropriate.

17. GRIEVANCE AND ARBITRATION PROCEDURE

A. There shall be a Union Grievance Committee composed of stewards and any other Union members the employees may designate.

B. Grievances shall be processed as follows:

1. An employee complaint shall first be taken up by the employee(s) involved and/or their steward with the immediate supervisor involved and the department head. If the grievance is not settled at this level within two (2) days, it shall be reduced to writing stating (1) the act or occurrence that is the basis of the grievance; and (2) the contract clause violated. Any grievance must be reduced to writing within thirty (30) days of the time the grievant knew or should have known of the acts or occurrences giving rise to the grievance.

2. If the grievance is not settled at this level within one (1) week, it shall be submitted by the Union Grievance Committee to the Publisher when possible or his/her designee to try to settle the grievance.

3. Union grievances against the Publisher which do not involve individual employees but where the Union is

aggrieved shall be taken up by the Union Grievance Committee and/or authorized representatives of the Union with the Publisher when possible or his/her designee.

4. Any grievance which is not settled under the foregoing procedures within three (3) weeks of the time the grievance was reduced to writing, or, as in the case in 3 above, presented to the Publisher when possible or his/her designee, may be submitted to arbitration at the request of either party in the manner provided by the rules of the Voluntary Labor Tribunal of the American Arbitration Association. The fees of the arbitrator shall be shared equally by both parties.

C. The parties acknowledge that the expeditious settlement of grievances is essential to the maintenance of a harmonious relationship and each pledges in good faith to proceed diligently at all levels of the proceedings. Any grievance not submitted to arbitration within sixty (60) days after the aggrieved party knew or should have known of the acts or occurrences giving rise to the grievance, shall be deemed waived and the arbitrator shall have no jurisdiction to determine the dispute. The parties may extend the deadline by written agreement.

18. <u>SAVINGS CLAUSE</u>

If any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

19. TRANSPORTATION AND MEAL ALLOWANCES; ACCOMMODATIONS

A. The Publisher shall continue to provide a transportation allowance to cover the cost to any employee for travel outside of metropolitan New York while on assignment or completing regular staff duties.

B. An employee required to work late may be reimbursed for any part of the trip home where it would be unsafe to travel by customary means of transportation; that is, taxi fare to local points or to local points of public transportation, such as train or bus stations, at the Publisher's discretion, which shall not be abused. An employee scheduled to work past 9:00 p.m. will be given a ride home.

C. The Publisher shall continue to provide meals at mealtime to employees required to work at any facility outside of metropolitan New York.

D. Adequate sleeping accommodations shall be provided for those employees required to work an extended shift from day through night at a place other than the editorial headquarters.

E. Employees regularly scheduled to work up to or past 6:30 p.m. on a deadline day shall be paid supper money. On a non-deadline day, supper money shall be paid after nine (9) hours of work. Supper money shall be nine ($9) dollars per person.

F. Those employees whose schedule requires them to work to closing and work past midnight will earn a shift differential of fifteen ($15) dollars.

20. WELFARE

The Voice shall continue to provide medical, hospital, and prescription coverage under the Oxford Freedom Plan as negotiated with the modifications as set forth in Exhibit "C" and "D." Vision coverage for the employee only will be provided. As soon as practicable, the Voice shall change dental coverage to provide employees the option of either the Delta Dental Plan I-A or Delta Dental Plan II-B.

Employees who waive coverage of their spouse or domestic partner because their spouse or domestic partner is covered under another comparable plan shall have single coverage and receive $1,000 as their share of the savings in premium costs.

Employees who waive coverage because they are covered under another comparable plan will receive $1,000 as the share of the savings on premium costs. (Employees who waive both shall receive $2,000).

Waiver of any coverage shall be voluntary. Any employee who has waived coverage shall be immediately reinstated upon request.

A domestic partner may be qualified for health benefits either through a one (1) year waiting period or, at the option of the employee, the partner may be immediately qualified by securing a Domestic Partner Certificate from the City of New York.

21. PENSION PLAN

The Publisher shall establish a Pension Plan based upon the following terms:

A. Effective July 1, 1995 the Publisher shall contribute four (4) per cent of the employee's W-2 earnings towards the Plan.

B. In addition to the contributions set forth above, the Publisher shall match half of each employee's contribution up to a maximum of two (2%) percent for an employee contribution of four (4%) percent of his/her W-2 earnings.

C. The Pension Plan vesting shall be from the third to the seventh year of employment; 20% vesting each year.

22. CHILD CARE

A. The Publisher shall pay up to $1,500 per year towards child care expenses per child for children up to and including age twelve (12) - to a maximum of $3,000 per family. The payment will be prorated for part-timers.

B. Effective July 1, 1996, the Employer shall establish a Dependent Care Assistance Program on terms as negotiated and attached as Schedule D.

23. MANAGEMENT RIGHTS

A. The parties to this Agreement recognize that the Publisher has a constitutional right to speak, write and publish whatever it may deem fit.

B. Subject only to the express terms of this Agreement, the Publisher shall continue to have the sole right to conduct its business, direct and control its operations, and manage its affairs as it deems expedient, including without limitation, the sole right to hire, discharge or lay off employees, to increase or decrease the working force, to rearrange departments and operations, to transfer equipment and operations to other locations, to schedule work, to train personnel, to assign work to specific employees, including supervisors, to determine the number of offices and their locations, the type of work to be performed in each office, to alter and/or change the type and nature of its operations, and to make such technical or other changes in its operations or methods as it may deem necessary for efficient or improved operation.

24. COMPLETE SETTLEMENT

A. This Agreement may not be changed or modified except by a writing duly executed by the parties or their undersigned representatives.

B. It is understood and agreed that all matters in dispute or controversy between the parties hereto are completely settled, adjusted and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this contract, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

25. NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

26. WAGES

A. Effective July 1, 1999 employees shall receive an increase in weekly wages of forty dollars ($40.00).

B. Effective July 1, 2000 employees shall receive an increase in weekly wages of twenty dollars ($20.00).

C. Effective July 1, 2001 employees shall receive an increase in weekly wages of thirty dollars ($30.00)

D. All increases shall be prorated for less than full-time employees.

E. Job Classifications and minimum wage rates shall be as set forth in attached

Schedule "A". The new minimums for Classifications in Group I through Group IV shall be increased by ten dollars ($10) per week July 1, 1999, July 1, 2000 and July 1, 2001. The new minimums for Classifications in Group V through Group VIII shall be increased by twenty dollars ($20) per week July 1, 1999, July 1, 2000 and July 1, 2001.

F. The BUF rates shall be increased as follows:

7/1/99- 6% for those who earn under $40,000 annualized; 4% for $40-$60,000; 2% over $60,000.

7/1/00- 3% for those who earn under $40,000 annualized; 2% for $40-$60,000; 1% over $60,000.

7/1/01- 4% for those who earn under $40,000 annualized; 2.7% for $40-$60,000; 1.35% over $60,000.

BUF eligibility hurdles set forth in Article 1 (D) shall be increased by the percentages of 6%, 3%, 4% at each computation date.

27. INTERNS

The Publisher agrees that interns may not be used to replace regular bargaining unit employees.

28. SAFETY AND HEALTH COMMITTEE

A. There shall be a Union Health and Safety Committee which shall meet with management at regular intervals to discuss issues with respect to health and safety conditions. Management will continue to maintain a safe and healthy work place.

B. The Union Health and Safety Committee will be consulted prior to the installation of any computer workstation equipment. The Publisher shall give the highest priority to employees' health and safety in purchasing such equipment. When installation of such equipment is being considered, the Publisher will notify the Union no less than forty-five (45) days prior to installation.

C. The Publisher shall require such features and controls so as to conform to the OSHA Guidelines for video display terminals. Upon the request of the individual employee, computer workstations and equipment shall have adjustable chairs, glare screens, and keyboard trays.

D. The following standards will be applied in all offices housing a video display terminal:

1. In an effort to minimize screen glare, the Publisher will, upon request, install blinds on nearby windows, task lighting, and glare screens.

2. Office furniture will be chosen or replaced to maximize the health and comfort of the operator. The Publisher will continue to have an ergonomics expert visit the premises, to provide advice and training, twice a year or upon request of the committee.

3. The Publisher shall continue to take periodic measurements of ELF and VLF emissions and will insure that workstations shall be arranged within safe distances.

E. The Publisher will continue to provide prompt and proper maintenance of such equipment. Inspections shall be conducted every six (6) months. The Publisher agrees to share with the Union the inspection reports as well as the manufacturers' suggestions, standards and safety requirements. The Publisher shall continue to inform the Union prior to the inspection so that a Union representative and members may be present at the time of the inspection.

F. Any employee who is experiencing visual difficulties as a result of working with video display equipment and is advised by an ophthalmologist to limit or discontinue such work will be entitled to transfer to any vacant position where qualified, and with no loss of seniority.

G. Any employee who works full-time keyboarding manuscripts or work of a similar continuous, intensive usage before the video display terminal shall be entitled to a fifteen (15) minute break each hour, at the employee's option.

H. No pregnant workers will be required to use video display terminals. At her request, a pregnant worker will be offered any vacant job available if she is qualified to perform the work, without loss of seniority.

I. The union may request to review available As-Built Mechanical Plans and Balancing Reports for the Village Voice offices. An engineer designated by the Publisher shall be present at this review. The As-built Mechanical Plans and Balancing Report shall indicate the c.f.m. delivered by the ventilation system, location of fans, diffusers, air exhaust vents, and location of filters. A schedule for the maintenance of the ventilation system is as follows: System maintenance is scheduled every other month and coil cleanings are scheduled every spring and otherwise on an as needed basis.

J. The parties will establish a committee to study the relationship of the computer system and workstation ergonomics to repetitive stress injuries. The parties will have equal representation on the committee and will issue a report where appropriate upon the installation of new systems.

The Company will provide adequate fans or heaters in the case of a temperature emergency. Heat will be adequately maintained on the weekends at Cooper Square.

There will be an expedited procedure for health and safety grievances as follows: The Publisher will designate a health and safety representative to whom all complaints and grievances will be brought. He/she will have two (2) days to resolve the matter. If the matter is not resolved to the satisfaction of the Union the grievance will be brought to the Publisher who will have one (1) week to respond to the matter. If the grievance is not resolved to the satisfaction of the Union the Union may submit the matter to arbitration under the expedited rules of the American Arbitration Association.

29. FIXED FINANCIAL ARRANGEMENTS

A. It is specifically agreed that all wages, salaries, commissions, and other per piece arrangements shall not be reduced by virtue of signing this Agreement except in negotiations of individual agreements as set forth in Sections 30, H and I.

B. The Publisher agrees to continue the past practice of providing bonuses as sales incentives. The method of computing the bonuses shall be provided in writing.

C. The Publisher agrees that in any sales incentive system established by the Voice, where, in any month, a sales representative does not earn a commission, the sales representative shall be able to opt, 2 times per year, to be paid in such month, on the basis of $20 per page sold up to a maximum of $200.

30. CONTRIBUTIONS

A. No changes shall be made in a contribution unless and until a reasonable attempt has been made to contact the contributor.

B. A contributor shall be reimbursed for any reasonable expenses approved in advance by the Editor or Managing Editor. Such expenses shall be paid within four (4) weeks of the completion of an assignment.

C. Payment for all contributions shall be "put through" within one (1) week of acceptance.

D. There shall be a kill fee of one-third (1/3) of the agreed rate for all work assigned and completed but not accepted, and for all work assigned, begun, and cancelled before completion by the Editor.

E. Acceptance or rejection of a contribution, assigned or submitted with knowledge of the Editor or Managing Editor shall be decided upon within one (1) month of submission.

F. A contributor shall have the right to buy back a contribution, minus the amount of the kill fee, if the contribution has been accepted but not published within six (6) months of acceptance.

G. Staff members, other than Senior Editors, Senior Associate Editors, and Staff Writers shall be paid for contributions at no less than the minimum per piece rates established in Article 30, Section J exclusive of salary. In no event shall any employee contribute work to the Voice without remuneration.

H. It is specifically understood that staff writers and the Publisher are free to negotiate individual contracts during the life of this Agreement and that the amounts of stipend and/or per piece rates shall not be restricted to the minima set forth in Section J.

I. It is specifically understood that free-lancers and the Publisher are free to negotiate for per piece rates that exceed the minimum set forth in Section J. All bargaining unit freelancers shall receive rate cards.

J. Contributors who are paid solely per piece shall be paid no less than the minimums set forth in the Voice printed rate card "mid" rates.

All bargaining unit freelancers who have completed one consecutive twelve (12) month period of eligibility for coverage under the medical plan shall be eligible for a one (1) week vacation payment in lieu of contributions at their average weekly fee. All bargaining unit freelancers who have been on the eligibility list for four (4) consecutive years shall receive a vacation payment in lieu of contributions of twice their average weekly fee. Those who choose to contribute in lieu of vacation shall not receive vacation pay.

Freelance contributors who have qualified as bargaining unit employees for five (5) consecutive years (agreed upon leaves shall not affect tenure), shall come up for consideration as Staff Writers. The Editor will make the determination based on the quality of the contributor's work, the contributor's degree of commitment to the paper, and the importance of the contributor's work to the paper. The Editor's determination shall not be subject to the grievance procedure.

The fee for the publication of any material contributed by staff or bargaining unit freelancers -- including writers, editors, artists and photographers -- reprinted in any other Stern print publications shall be negotiated with the contributor, but shall be a minimum of 10% of the original fee for a single use or 20% for multiple uses. No piece shall be reprinted unless there is agreement on the fee. Section 30(a) will also apply to such reprinted material.

Contributors shall be paid at their regular rates for contributions that appear only on The Voice website and such contributions shall count toward all BUF credits.

K. The Publisher agrees to notify staff of any third party use of their contributions. Section 30(a) will also apply to such use.

L. (i) The parties agree to establish an Electronic Rights Committee, which shall be composed of three members each chosen by the Publisher and the Union. The Committee shall meet every six months, its first meeting to take place on or about January 1, 1997. At such meetings, there shall be an exchange of information and discussion of issues relating to developments in the area of electronic publishing.

(ii) It is agreed that, following each such meeting, the Union may seek to negotiate the issues of electronic use and compensation for bargaining unit freelancers and staff. In the event the parties cannot reach agreement, the bargaining unit freelancers shall have the option of withdrawing their permission and the issues shall be submitted to a mediator mutually agreeable to the parties. In the event the mediation fails to result in an agreement, the matters may be submitted by the Union to advisory arbitration before a tri-partite panel.

The panel shall be composed of one member selected by each party who shall, in turn, select the third. The arbitration shall be held in accordance with the Voluntary Labor Rules of the AAA and the decision shall be advisory and not binding. Following the arbitration panel's award, those who hold copyright may withdraw their permission.

(iii) Except as provided above in (ii) with respect to bargaining unit freelancers' and copyright holders' right of withdrawal, during this agreement, the Voice shall notify bargaining unit freelancers and staff of electronic use and shall not be required to compensate bargaining unit freelancers or staff or seek permission from those who hold the copyright for such uses.

(iv) Section 30(a) will also apply to electronic use.

M. It is understood that, notwithstanding Sections 30(j), (k) and (l), these provisions in no way diminish the copyright ownership of the material itself. The provisions only refer to limited uses.

31. RELOCATION

The Publisher shall consult with the Union on any planned relocation at least ninety (90) days in advance where practicable.

32. JOB DESCRIPTIONS

The Employer shall promulgate job descriptions after consultation with the Union and shall issue same to the Union and to each concerned employee. These descriptions shall be for the purpose of informing the employees of the general nature of their responsibility and duties and shall be used for job posting. Any grievances based upon job descriptions shall not be subject to arbitration but shall be submitted for final resolution by the parties.

33. EDUCATION FUND

The Voice Education Fund policy is attached hereto as Schedule "B".

34. DURATION

This Agreement shall be effective July 1, 1999 and shall continue in full force and effect to June 30, 2002, and from year to year thereafter unless either party gives written notice to the other party by registered mail sixty (60) days prior to such date of its intention to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers the date and year first above written.

July 15, 1999

VV PUBLISHING CORPORATION

By: Judy Magner

By: ______________________

By: ______________________

By: ______________________

By: ______________________

By: ______________________

By: ______________________

By: ______________________

Local 2110, U.A.W.

By: ______________________

By: ______________________

By: ______________________

By: Donda Hussey

By: Michael W. ______

By: ______________________

By: ______________________

By ______________________

By ______________________

September 4, 1996

SCHEDULE "A"
JOB CLASSIFICATIONS AND MINIMUM RATES

		July 1, 1999	July 1, 2000	July 1, 2001
GROUP I	Mailroom, Switchboard	$415.00	$425.00	$435.00
GROUP II	Admin Clerical Assistant Clerical	$425.00	$435.00	$445.00
GROUP III	Account Clerk Admin. Assistant A/P Clerk A/R Clerk Assistant Designer Assistant to Circulation Director Audiotext Coordinator Billing Clerk Customer Service Editorial Assistant In-column Ad Rep Sales Coordinator	$440.00	$450.00	$460.00
GROUP IV	Ad Creation Ad Traffic Rep Page Makeup Photo Research Production Coordinator, Production Coord - Classified Proofreader Target Marketing Sales Rep Typespecker	$460.00	$470.00	$480.00
GROUP V	Ad Traffic Supervisor Art Assistant Assistant Editor/Copy Editor Assistant Editor/Factchecker Assistant Image Supervisor Assistant to the Manager Camera Operator Classified Display Acct Exec Creative Promotional Admin Creative Services Supervisor			

	Image Technician Layout Managerial/Supervisory New Media Technician News Researcher Retail Acct Executive Senior A/P Clerk Store Supervisor VLS Acct Executive	$480.00	$500.00	$520.00
GROUP VI	Associate Editor Associate Photo Editor Deputy Copy Chief Designer Entertainment Acct Exec Librarian National Acct Exec Staff Photographer	$500.00	$520.00	$540.00
GROUP VII	Associate Art Director Assoc Ad Manager Centerfold Editor Listings Editor Photo Editor Picture Editor Senior Associate Editor	$550.00	$570.00	$590.00
GROUP VIII	Deputy Design Director Senior Editor	$600.00	$620.00	$640.00
GROUP IX	Bargaining Unit Free-lancer, Staff Writer	Negotiable	Negotiable	Negotiable

August 6, 1996

SCHEDULE "B"

VILLAGE VOICE
EDUCATIONAL ASSISTANCE POLICY

The Village Voice believes employees should be encouraged to continue their education and, under certain conditions, introduces a formal policy assisting with the cost where this education will benefit both the individual employee and the Company.

Reimbursement will be made on a course by course basis, rather than for a degree. Each course will be reviewed for its relevance to the employee's job or a promotional opportunity with the company.

The annual maximum reimbursement per full time participant under this policy is $1250. There will be no company reimbursement for courses taken unless specifically authorized in advance by the department head and the Publisher.

Unless arrangements to the contrary are approved prior to enrollment, the employee will be expected to continue in his/her job while attending school and to maintain satisfactory levels of job performance. Any scheduled adjustments or time off required for educational purposes must be approved in advance by the department head and the Publisher.

ELIGIBILITY REQUIREMENTS

1. Permanent employees regularly scheduled to work 20 hours or more per week who have completed one full year of

service prior to the registration date will be eligible. (Less than thirty-five hours per week employees will be prorated).

2. The eligible employee will be reimbursed upon presentation of successful completion of the course with a grade of "C" or better, where grades are given.

BENEFITS

1. The annual maximum reimbursement per participant is $1250.

2. No reimbursement will be made for books, supplies, materials or any special fees.

PROCEDURES

1. An interested employee must obtain approval for a course from his/her department head in writing after the Educational Assistance form is completed prior to starting the course.

2. Application forms together with information regarding the program are available from the Personnel Manager.

3. The cost of the course may be advanced upon the employee's request.

4. Employees may appeal a denial of approval to the Publisher whose approval shall not be unreasonably denied.

5. Copies of all requests will be sent to the designated union steward.

September 4, 1996

SCHEDULE "C"

OXFORD PLAN UNDERSTANDINGS

1. The Voice will contribute seventy-one ($.71) cents per month for increased chiropractor benefits.

2. At such time as Oxford provides in network chiropractic benefit, the Voice will provide it to its employees.

3. The Voice agrees to reimburse those who live outside of the tri-state area and cannot use the network providers (James Ridgeway, Tom Carson, Robert Baker) and for the discrete group of employees who reached 50 years of age or 10 years seniority or more by June 30. 1993, for the difference between the Oxford deductible and the GHI deductible they had been paying to the extent such is paid.

4. The Voice will reimburse James Ridgeway, Tom Carson and Robert Baker who live outside of the tri-state area and cannot use the network for costs that exceed the GHI stop loss cap up to the Oxford stop loss cap.

5. The Voice will provide coverage to opposite sex domestic partner either through Oxford or equivalent coverage with another carrier.

6. The present Oxford level of benefits and Oxford as a carrier will continue for the duration of the Agreement.

SUCCESSOR AGREEMENT

This Agreement, made and entered into this 11th day of January, 2000 between Village Voice Media, Inc., hereinafter referred to as the "Company" and Local 2110, U.A.W., hereinafter referred to as the "Union".

The Company and the Union agree as follows:

The Company has agreed to purchase the Newspaper, The Village Voice (the "Newspaper") from Stern Publishing and VV Publishing Corp., subject to the satisfaction of certain conditions, including financing. It is expected that the transaction will close on or about February 15, 2000.

Accordingly, the Company and the Union agree that the Company will assume the Collective Bargaining Agreement between VV Publishing Corp. and the Union expiring June 30, 2001, including all obligations and liabilities under such agreement, effective as of the closing of the transaction. It is also agreed that on and after the closing, the Company will be substituted for the previous owner as publisher and party to the Collective Bargaining Agreement for all contractual and legal purposes. The Collective Bargaining Agreement shall continue in full force and effect for its term. It is further agreed that all employees covered by the Collective Bargaining Agreement shall continue to work for the Newspaper at and after the closing of the transaction and that no employee will be terminated as a result of the closing and change in the publisher party to the Collective Bargaining Agreement.

While the parties to this transaction expect the transaction to close upon satisfaction of the conditions, if the transaction does not close, then this Successor Agreement shall be null and void.

Agreed to this 11th day of January, 2000.

By: Village Voice Media, Inc.

By: Local 2110, U.A.W.

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