

# Worcester T&G Outside Circulation Dept. Contract

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**OUTSIDE CIRCULATION DEPARTMENT CONTRACT BETWEEN  
WORCESTER TELEGRAM & GAZETTE  
AND  
PROVIDENCE NEWSPAPER GUILD, TNG-CWA LOCAL #31041**

## **PREAMBLE**

This Agreement is made this 15th day of June, 2010, by and between the Worcester Telegram and Gazette Corporation, hereinafter referred to as the Employer or Company, and the Providence Newspaper Guild, a Local (#31041) chartered by The Communications Workers of America (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article 1.

## **ARTICLE 1 - RECOGNITION**

1. The Employer recognizes the Guild as the exclusive bargaining agent for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and conditions of employment in the following bargaining unit:

### **Outside Circulation Unit**

All full time and regular part time outside circulation employees employed by the Employer in the Employer's outside circulation department, including single copy district managers, redelivery drivers, home delivery field sales managers, NIE sales managers, single copy field sales managers, dock workers, and home delivery district managers, excluding office clerical employees, managerial employees, confidential employees, independent contractors, guards and supervisors as defined in the Act.

2. The Guild and the Employer agree that those job titles currently excluded from the bargaining unit, which are listed in Appendix A, shall continue to be excluded. However, nothing herein shall prevent either party from seeking a clarification of the unit by the NLRB if significant changes in job duties occur that could alter the status of a job under the Act.

3. If the Employer creates a new job title in a Guild represented department listed in this Article, the Guild and the Employer shall meet to determine if the new job shall be included in the bargaining unit. If the Guild and the Employer agree that the new job is included, the parties agree to bargain an appropriate rate of pay. If the parties cannot agree as to whether the new job is included, the Guild shall have the right to have a determination made by the NLRB.

4. The Guild has, and shall retain, jurisdiction over the work currently performed by employees of the Publisher in the departments and classifications covered by this Agreement except for those positions excluded at the date of execution of this agreement.

It is further agreed that the work performed by independent contractors and by employees not included in the bargaining unit may be performed by such persons provided it does not eliminate present employees, except as provided in Section 5 of this Article. Nothing in the foregoing shall be construed to restrict the Publisher's present practice or method of operation.

5. a. Except as provided for in this Section, no full-time employee who has completed his or her trial period as a new employee, and no part-time employee with at least a year's service, shall be dismissed or suffer any reduction in classification as a result of a decision by The Company to subcontract work.

b. When the Company deems it necessary it may subcontract work. Upon notice that the Company intends to do so, the Guild may meet and discuss with the Company the reasons for and the possible alternatives to subcontracting, provided that nothing herein shall delay or otherwise affect the Company's right to proceed to subcontract as planned.

c. The Company shall notify the Guild in writing at least two months in advance of the operative date of any of the foregoing, specifying:

(1) The type and purpose thereof;

(2) A list of the classifications to be affected within the departments to be affected, together with (i) the names and employment dates and length of service of all employees in such classifications and (ii) the number of positions to be reduced in each such classification.

d. Within four weeks after notifying the Guild pursuant to Subsection c. the Company shall offer to all employees on the Subsection (c) (2) (i) list an opportunity to terminate and receive: (i) severance pay equal to three (3) weeks of base weekly pay for each full year of continued and uninterrupted employment as recognized in the employment records of the Company, subject to a maximum of fifty (50) weeks; (ii) "notice pay" payable as a lump sum amount equivalent to ten (10) week's base weekly pay; (iii) medical benefits on the same basis as those offered to non-Guild, non-supervisory employees as a result of layoff or reduction in force within six month before or after the "operative date" under this section, provided that the maximum number of terminations in a classification listed pursuant to Subsection (c) shall not exceed the number of positions to be reduced within that classification. No employee shall be required to accept this offer to voluntarily terminate. The effective date of termination for employees who voluntarily accept this offer shall be agreed upon between the employee and the Company, subject to the Company's operating needs. In the event the severance package is over subscribed, it shall be offered in order of seniority.

In lieu of (i) above, employees with thirty-five (35) or more years of continuous service shall receive one-and-one-half (1-1/2) times total annual earning for the prior calendar year.

e. If the number of employees electing termination in a classification listed pursuant to Subsection (c) is less than the number of positions to be reduced within that classification, the Company shall attempt, as described below, to achieve the remaining reduction by transferring employees who remain in the affected classification. Such transfers shall be voluntary. Transfers will be done in reverse order of seniority; shall be no greater in number than necessary to achieve the remaining reductions and shall be to vacant jobs, if any, that the Company determines are suitable for the affected employee, taking into account his or her qualifications for the job, which shall include abilities, skills, work history and educational background. Such determinations shall be subject to the provisions of Article 4, Section 2, but shall not be overturned in arbitration unless made in bad faith. An employee who does not have the skills or ability but can reasonably be trained to perform such a vacant job shall be trained for the job by the Company at its expense. The period allowed for training shall be determined by the Company in good faith, subject to a maximum of six months and a minimum of two months.

Vacant jobs to which an employee may transfer as a result of subcontracting shall include any work performed by temporary or casual employees. A list of such vacant jobs to which an affected employee may transfer shall be provided to affected employees and the Guild.

To avoid a layoff as a result of subcontracting, the Employer may, subject to Article 8, section 14, assign such employees work outside the bargaining unit. Such employees shall retain the rights granted by this section in cases of reassignment out of the bargaining unit. Assignment made or work performed pursuant to this paragraph shall not be used by the Guild as a basis for claiming jurisdiction over excluded work.

Regular full or part-time employees who transfer to a vacant job as a result of subcontracting shall not suffer a reduction in hourly rate as a result of the transfer, i.e. their hourly rate shall be red circled for all contractual purposes, including future increases.

f. Employees who transfer pursuant to Subsection (e) and who the Company determines are unqualified for the job at the end of the training period shall be terminated and shall receive: (i) severance pay pursuant to Article 7; (ii) additional severance pay equal to one week of base weekly pay for each full year of continued and uninterrupted employment as recognized in the employment records of the Company subject to a maximum of twenty-five (25) additional weeks; and (iii) medical benefits on the same basis as those offered to non-Guild, non-supervisory employees as a result of layoff or reduction in force within six months before or after the "operative date" under this section. Determinations made by the Company concerning an employee's qualifications shall be subject to the provisions of Article 4, Section 2, but shall not be overturned in arbitration unless made in bad faith.

g. Affected employees who do not elect termination pursuant to Subsection (d) and who do not transfer to a vacant job pursuant to Subsection (e) shall be terminated and receive (i) severance pay pursuant to Article 7; (ii) additional severance pay equal to one (1) week of base weekly pay for each full year of continued and uninterrupted employment as recognized in the employment records of the Company, subject to a combined maximum of 50 weeks severance; (iii) "notice pay" payable as a lump sum amount equivalent to six (6) weeks' base weekly pay.

Such terminations shall be in reverse order of seniority. Employees laid off under this provision shall be subject to recall in accordance with Article 6, section 8.

In the application of this paragraph g, Article 6 (Security) shall be followed, except for paragraph 7. Section 5.(c)(2) of this Article will be used to identify affected classifications and employees. If an affected employee is eligible to bump another employee not identified in the initial notice, all the provisions of this section shall apply to the bumped employee.

h. The names of employees transferred under Subsection (e), listed by the classifications and departments from which they were transferred, shall be placed on a return list. When a vacancy occurs in a classification and department from which such an employee transferred, the Company shall offer the job to the employee in accordance with seniority.

i. Disputes over the Company's determinations concerning an employee's qualifications to perform either a vacant job or a job that the employee has transferred to pursuant to Subsection (e) and (f), or any other questions concerning the interpretation or enforcement of this section, shall be subject to the provisions of Article 4, Section 2 as described above.

j. Prior to any re-assignment of Districts necessitated by the application of this Article 1, Section 5, the Company shall meet with the Guild to discuss such transfers. During these re-assignments, whenever possible, no employee shall be required to forfeit a territory they are assigned to at the time of the reduction. In exercising its prerogative to make District assignments under this Section, the Company will take into consideration legitimate business factors as well as the seniority status of affected employees.

## **ARTICLE 2 -- GUILD MEMBERSHIP**

1. All employees who are members of the Guild shall maintain their membership in the Guild as a condition of employment for the term of the contract; any present employees not members of the Guild at the effective date of this contract may make application to join the Guild any time during the contract and if accepted, shall maintain their membership during the life of the contract; provided that any employee who has joined the Guild has the right to withdraw from the Guild during the 30-day period immediately prior to the termination date of the contract by certified letter to the Guild's principle office. Any new employee shall be free to join or not join the Guild.

2. There shall be no interference or attempt to interfere with the operations of the Guild.

3: Upon the voluntary written assignment of a member of the Guild, the Publisher shall deduct each pay period during the two year term of this Agreement from the earnings of such member and pay to the Guild treasury an amount equal to lawful Guild dues and assessments. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's lawful schedule of dues rates furnished the Employer by the Guild.

The following form shall be used exclusively to initiate dues checkoff:

PROVIDENCE NEWSPAPER GUILD  
TNG-CWA LOCAL 31041  
DUES DEDUCTION AUTHORIZATION

Date:

TO: Worcester Telegram & Gazette Corporation

I hereby authorize the Worcester Telegram & Gazette Corporation to deduct on my behalf and pay to the order of the Providence Newspaper Guild Local 31041 an amount equal to the Union's lawful regular dues, such amount to be determined by the Guild.

Name:

Signature:

Address:

Home Phone Number:

Office Number:

Social Security Number:

**ARTICLE 3 -- INFORMATION**

1. The Employer shall supply the Guild quarterly during the months of January, April, July and October with a list containing the following information for each employee:

- a. Name
- b. Address
- c. Sex
- d. Date of Birth
- e. Social Security Number
- f. Date of Hire
- g. Job Classification
- h. Experience rating for salary purposes
- i. Performance evaluation date
- j. Salary

2. The Employer shall supply the Guild, annually or when available thereunder, with a list of subtractions from the bargaining unit containing the following information:

- a. Name
- b. Date of termination or transfer out
- c. Reason for termination or transfer out
- d. Changes to the information in section 1(g), (h) and (i).”

3. Within one week, or when available thereafter, after the hiring or transfer in of an employee, the Employer shall supply the Guild in writing, with the information specified in Section 1 for each such employee.

4. The Employer shall furnish to the employee, and place in the employee's personnel file, a copy of any written commendation or reprimand, and of any performance evaluation. An employee shall have the right to review such personnel file at any time, and upon request shall be provided copies of any material in the file. The employee shall be allowed to place in such file a response to anything contained therein which he deems to be adverse.

If an employee has received no disciplinary action slips, including reprimands, for a period of twelve (12) months, all slips and information placed in the file regarding disciplinary action prior to that period will be removed from the file.

5. The Guild retains all its rights, as required by law, to request and receive information in its role as the collective bargaining representative. Alternatively, the Employer does not waive its rights under law regarding such requests for information.

## **ARTICLE 4 -- GRIEVANCE RESOLUTION**

### **1. Guild Committee Selection**

The Guild shall designate a committee of its own choosing to take up with the employer or authorized agent any matter arising from the meaning, application or administration of the provisions of this agreement. Notification will be made by the Guild as to the identity of the Committee members within thirty (30) days of the signing of this Agreement. The Company will be notified of any changes in the Guild committee within seven (7) days. The Committee members selected by the Guild shall have the right to participate in the various steps of the grievance procedure.

### **2. Grievance Procedure**

In the event of any dispute between the Guild and the Company as to the meaning, application or administration of the provisions of this Agreement, the procedure of settlement shall be as follows:

Step 1: A discussion of the grievance between the aggrieved employee with his/her Guild representative and his/her immediate Supervisor. If no satisfactory settlement is made, the Department Head and a Guild grievance committee member will be called to the discussion at the first convenient opportunity, but not later than 10 days from the initial meeting.

Step 2. In cases unresolved in Step 1, those affecting multiple employees, or those where the Guild has initiated a grievance, a subcommittee of the Guild grievance committee shall meet with the Department Head and/or other representatives of the Company. At this stage the grievance shall be presented in writing on a form mutually agreed to between the Company and the Guild. The Department Head will give his/her answer in writing within seven (7) days of the meeting unless the period is extended by mutual agreement. This step must be initiated within ninety (90) days of knowledge by the Guild of the incident that caused the dispute.

NOTE: Efforts by a Guild grievance committee member and the grievance chair or designee to adjust grievances under steps 1 and 2 may be on regular working hours with pay. The employees concerned shall first receive permission from the Department Head, or someone designated by him/her, to absent themselves from work. Permission shall not be unreasonably withheld.

Step 3: Grievances not resolved in Step 2 shall be referred to a meeting of the Guild grievance committee and Publisher of the Company or his/her duly authorized representative. If a meeting between the parties is to be held, it will be requested no later than sixty (60) days after the Department head's written answer in the second step. A non-employee Guild delegate may accompany the Grievance Committee. This meeting shall take place within fifteen (15) days, if possible. If not, the Guild shall be notified in writing, giving the reason for delay.

In the event no satisfactory settlement of the dispute is reached by the foregoing procedure, then such matter may be referred to arbitration. If arbitration is not so requested within forty-five (45) days of the Step 3 meeting, it shall be deemed abandoned unless said period is extended in writing by mutual agreement of the grievance committee and the Company.

Step 4. In the event that arbitration is required, one arbitrator will be appointed within thirty (30) days of the request. The arbitrator shall be chosen as follows: the Company and the Guild will each designate a representative to choose the Arbitrator. Upon request for arbitration, said arbitrator shall be selected under the then-current American Arbitration Association voluntary labor arbitration rules. No Arbitrator shall have the power to add to or subtract from or modify any of the Terms of this Agreement or pass upon or decide any question except the grievance submitted to the Arbitrator in accordance with the foregoing provisions. Nothing herein shall obligate either Party to arbitrate differences representing a succeeding contract. The Arbitrator will be instructed to render a decision within thirty (30) days from receipt of all materials pertinent to the case. The award of the appointed Arbitrator shall be final and binding on both the Company and the Guild. The Company and the Guild shall bear the expense equally of the Arbitrator.”

3. Mutually agreed upon extensions will automatically extend the time within the steps of the grievance procedure.

## **ARTICLE 5 -- NON-DISCRIMINATION**

1. The Employer will protect the right of all employees to work in an environment free from harassment, whether it is based on age, sex, race, religion, national origin, veteran status, sexual orientation or disability. The Employer will prohibit harassment, as defined by applicable federal and state law, of employees in any form by supervisors, managers, co-workers, customers or suppliers, and by employees toward customers and suppliers.
2. Any employee who feels he or she is being subjected to harassment should immediately report the matter to his or her supervisor or to the Director of Human Resources. The matter will be thoroughly investigated and appropriate action will be taken.

## **ARTICLE 6 -- SECURITY**

### 1. Dismissals

There shall be no dismissals except:

- (a) for just and sufficient cause, or
- (b) to reduce the force, or
- (c) during a probationary period, as provided in Section 3.

### 2. Results of Agreement

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

### 3. Probation Period

An employee shall be on probation for the first three (3) consecutive months following the date of last hire by the employer.

The employer's evaluation of the employee's performance and progress shall be discussed with the employee at intervals not to exceed thirty (30) days during the probationary period and at its conclusion.

During the probationary period, the employee will be subject to discharge, at the Company's sole discretion and such action shall not be subject to the grievance procedure specified in this Agreement.

### 4. Notice of Dismissal

In cases of dismissal for just and sufficient cause, the Publisher agrees to inform the dismissed employee and the Guild, in writing, of the cause for dismissal either at the time of the dismissal or as soon thereafter as is practicable.

### 5. Reduction in Force

In the event of reduction of force for any cause, such reduction shall be made in inverse order of seniority of service with the Publisher in the classifications involved.

No person who has navigated through a sequence of Guild contract classifications with this company shall be compelled, however, to accept a lay-off without first having the choice of bumping back into a classification already achieved, provided they are competent and capable to perform the work. After so bumping the employee will accept the job title, regularly scheduled hours, wages and benefit eligibility of the job classification bumped into. The employee so bumped will be laid off, but may elect to bump as described herein. It is the company's sole determination whether an employee doing the bumping is currently competent and capable to perform the work in that job classification.

To determine if the employee doing the bumping is currently competent and capable to perform work in that classification, the company shall provide a two-week trial period unless the company is satisfied the employee is competent and capable to perform the work. The trial period may be shorter, or eliminated if, in the company's sole discretion, the company is satisfied the employee is competent and capable of performing the job.

In cases of layoff, temporary employees shall be laid off first and second, probationary employees. Thereafter employees in the affected job classification(s) shall be laid off in reverse order of seniority.

After layoffs, resignations, retirements and/or bumping, the Employer shall have the right to transfer remaining employees within the groups listed in Section 7 without regard to the provisions of Article 8 of this Agreement. The size of the staff shall be within the sole discretion of the Publisher.

## 6. Bargaining Unit Seniority

(a) Bargaining unit seniority is defined as an employee's total length of continuous employment for the Company since the last date of hire within positions in departments represented by the Guild.

(b) Temporary employees may be hired and shall not acquire seniority by virtue of such temporary employment regardless of the length of that temporary employment. However, a temporary employee who becomes a regular employee, either full time or part time without a break in employment, shall have seniority as defined by Section 6(a). The employer shall have the right to dismiss or otherwise discipline temporary employees and such dismissal or other discipline shall not be subject to the grievance procedure specified by this agreement.

(c) A new employee shall not be entitled to any seniority rights until such employee has successfully completed a probationary period. If such employee shall be continued in the employ of the Employer after the expiration of the probationary period, the employee's seniority and length of service shall be defined by Section 6(a) above.

(d) Notwithstanding any of the foregoing provisions of this Article, all seniority rights not vested under this Agreement shall be lost if any of the following occurs: (a) an employee resigns voluntarily, or (b) an employee is dismissed for cause, or (c) an employee recalled does not communicate his decision to return from lay off within one (1) week of recall notice or does not return to work within two (2) weeks after communicating that decision, or (d) 18 months passes after an employee is laid off. Time in positions outside the bargaining unit shall not count toward bargaining unit seniority.

(e) When the term seniority is used in this Agreement it means bargaining unit seniority as defined in Section 6(a)

## 7. Job Classification for Layoffs

Job classifications, as applied only to layoff and recall, shall be defined by the groups of job titles listed below.

In the Outside Circulation Unit:

Group 1 Single Copy District Manager

Home delivery district managers

Group 2 Home delivery field sales managers

NIE sales managers

Single copy field sales managers

Group 3 Mobile Drivers

Group 4 Dock Worker

Lead Dock Worker

Utility Dock Worker

## 8. Recall from Layoff

Laid off employees will be recalled if their former job classifications are refilled within 18 months. The most senior laid off employee who has worked in the job classification to be refilled will be the first recalled, provided that if the most senior employee did not hold that job classification at the time of lay off, recall will be subject to the Employer's sole determination that the most senior employee is currently competent to perform in that job classification. If an employee accepts recall to a job classification not held at the time of lay off, the employee will not be eligible for subsequent recall to the job classification held at the time of lay off, or any other, and the employee will accept the job title, regularly scheduled hours, wages and benefit eligibility of that job classification. An employee who does not accept recall to a job classification not held at the time of layoff shall remain eligible for recall to the job classification held at the time of layoff for a total recall period of 18 months.

Recalled employees shall be notified by both first-class and certified letter (with return receipt) at each employee's last known address as shown on the Employer's records, and they shall be given one (1) week in which to communicate their decision to the Employer. Thereafter they shall have two (2) weeks in which to return to work.

For employees recalled, the time spent while on lay off will not count towards accrual of benefits and seniority, and upon return from layoff accrual of benefits and seniority shall resume where they left off.

After the recall list is exhausted, employees whose job classification changed as a result of bumping shall be offered the next vacant position in their previous classification should the company decide to fill the position before other employees are considered. This opportunity shall be offered to each affected employee on a one-time basis.

#### **ARTICLE 7 -- SEVERANCE PAY**

All full time employees and part time employees regularly scheduled to work 25 hours per week or more, provided they have completed at least 90 days of employment, who are involuntarily terminated as a result of layoffs and who are not employed by a successor company, are eligible to receive severance pay.

Eligible employees will receive one week's regular pay for each full year of continuous service or fraction thereof, with the Employer. In all cases, the minimum severance pay provided will be two weeks.

Eligible employees will be paid for all unused and accrued vacation.

Employees who receive severance payments under any section of the Agreement shall be required to sign a standard release of all claims against the Employer and the Union. A copy of the release is attached as Exhibit A to this Agreement.

#### **ARTICLE 8 -- TRANSFERS & PROMOTIONS**

1. Posting job openings is intended to give employees an opportunity to apply for transfers or promotions and to encourage employees to do so. No employee will suffer any retaliation as a result of applying for, accepting or refusing to accept an open job.

2. The Employer shall post all openings for regular full-time and part-time jobs within the classifications recognized by this Agreement, as well as for temporary assignments within those classifications. Such postings shall be displayed prominently on bulletin boards in all company offices and be given to the Guild.

3. All other job openings within the company will be posted, except in the instances where the Employer determines that an exception to the general rule is called for.

4. Job postings shall include a summary of job duties, responsibilities and labor grade.

5. An employee may make a written application for any job opening within eight calendar days of posting. After eight calendar days, applications will be accepted until a decision has been made.
6. Unsuccessful candidates may be given the opportunity to meet with the Employer to discuss the factors involved in not being selected for the posted position.
7. If a posted job is not filled within 6 months of the original posting because the Employer has decided not to fill the job, that job shall be re-posted if the Employer subsequently decides to fill it. The Employer shall inform the Guild when a decision has been made not to fill the job.
8. An employee transferred to an open job in the same job classification shall receive at least the employee's former rate of pay and the same performance evaluation date.
9. An employee transferred to an open job in the same labor grade shall receive at least that employee's former rate of pay and, at the discretion of the employer, the same or earlier performance evaluation date.
10. An employee promoted to an open job in a higher labor grade shall receive at least the starting rate of pay for the new job or the employee's former rate of pay, whichever is greater, until the employee is eligible for a wage increase in the new job. The employee's new performance evaluation date shall be the date of promotion.
11. There shall be no loss of financial fringe benefits as a result of a transfer or promotion, except when eligibility for a financial fringe benefit results in a loss because of changes in job classification, regularly scheduled hours, hours actually worked or rate of pay.
12. Preference will be given to a current employee making application for an open job unless the employer determines an outside candidate provides significantly better job-related qualifications.
13. If, within the first 30 days after transfer or promotion to an open job, an employee states an intention to return to the employee's former job classification, the employer shall not post the next job opening in that employee's former job classification and shall transfer the employee to that next open job. An employee so transferred back shall receive at least the employee's last rate of pay in the former job and the employee's former performance evaluation date. In addition, an employee so transferred or promoted shall have a trial period not to exceed sixty (60) calendar days. An evaluation shall be held within thirty (30) calendar days between the department head or designate and the employee during this trial period. A written report of the evaluation shall be provided to the employee and the Union. If after thirty (30) calendar days, there is reasonable doubt whether the employee will successfully complete the trial period, a second evaluation will be held. At the end of the trial period the department head or designate shall determine if the employee meets the requirements of the new classification. If the department head or designate decides that the employee does not meet the requirements of the new classification, or if the employee wished to do so, he/she will be returned to his/her former position at his/her former rate of pay. The time periods referenced above will be extended by any days that the affected employee is out of work due to vacation or illness.

14. No employee shall be transferred to a different job title in the same or lower labor grade without the employee's consent. The Employer shall treat such transfers as if no job opening exists. If such transfer is to a job in a lower labor grade, the employee shall receive at least the employee's former rate of pay for the first 90 work days. The employee's new performance evaluation date shall be the date of transfer.

15. Nothing herein shall prevent the Employer, under conditions where no job opening exists, from transferring employees within the same job title. Employees to be so transferred will be given two weeks notice and an opportunity to discuss such transfers with the Employer. When a temporary transfer is made under these conditions, the two weeks notice shall not be required.

16. Temporary transfers not addressed elsewhere in this article may be made at the option of the Company for a period not to exceed ninety (90) work days. Temporary transfers beyond ninety (90) work days shall be mutually agreed upon. An employee may be subject to a temporary transfer under this section once in any calendar year. On a voluntary basis, an employee may be transferred an unlimited number of times, with prior agreement of the Guild. For purposes of this section, transfer shall not mean assignment to cover routine absences due to illness, vacation or emergency staffing situations. This section does not limit the application of section 17.

17. An employee who works in a job classification in a labor grade higher than the employee's regular grade shall be paid an additional eight dollars (\$8) for each shift worked. An employee who works in an excluded job shall be paid an additional fifteen dollars (\$15) for each such shift worked.

## **ARTICLE 9 -- OVERTIME**

1. A non-exempt employee shall be paid time and one-half his regular straight time rate for all hours worked in excess of 37 1/2 hours per week.

2. No overtime beyond 37 1/2 hours per week shall be worked by any employee unless it is authorized by the Employer.

3. A shift cutting across two calendar days shall be treated as worked on the day on which the shift begins.

4. An employee shall comply with the Employer's reasonable request to work beyond the normal hours of work. The Employer shall make such request with as much advance notice as possible and with due consideration to the personal needs of the employee.

5. On overnight assignments, probable overtime shall be planned between the employee and the Employer before the employee leaves on the assignment.

6. There shall be no duplication of overtime or premium pay, and no employee shall be paid both overtime and premium pay for the same hours worked.

7. Non-exempt employees who have left work after working their scheduled shift and return to work for a partial shift shall be paid call-in pay for the time worked on the partial shift, but for not less than four hours at their regular straight time rate.

8. If an employee receives paid leave as provided for in this Agreement, the hours so paid will be counted as hours worked when computing the weekly hours worked for overtime purposes.

9. "Non-exempt," as used in Sections 1 and 7 of this Article, means non-exempt as determined by the regulations of the Fair Labor Standards Act in effect as of September 1, 2003.

## **ARTICLE 10 -- HOURS OF WORK**

### **CIRCULATION DEPARTMENT:**

1. Unless otherwise provided by agreement between the parties, the hours of work for all full time employees shall be seven and one-half hours per day, falling within eight-and-one-half consecutive hours, and the work week shall be five days totaling thirty seven and one-half hours. Nothing herein shall change the definition of overtime as provided by Article 9 of this Agreement.

2. The schedule of days and hours to be worked shall be posted at least two weeks in advance.

The posted schedule may be changed from time to time. Notice of such change shall be given as soon as possible, but at least 48 hours in advance, except in the case of an emergency, which shall include, without limitation, the failure of another employee to work because of illness, injury or other incapacity. As conditions allow and whenever practicable, the Company shall assign employees scheduled to work that day to cover for absent employees prior to calling employees in on their scheduled days off.

Schedule changes may be made with less than 48 hours notice by agreement between and employee and the Employer.

## **ARTICLE 11 -- HOLIDAYS**

1. Regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, are eligible for holidays off with pay. All employees, including those regularly scheduled to work less than the standard referred to above, are eligible for holiday premium pay.

To qualify for a holiday off with pay, an employee must work his scheduled work days before and after the holiday, unless such absence is provided for elsewhere in this agreement or is approved by the employer.

2. The following named holidays are recognized each year:

New Year's Day  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

In addition, each eligible employee shall receive two floating holidays each year to be scheduled with the approval of the employer. Floating holidays may be used for recognized religious holidays as long as the employee notifies the employer at least two weeks in advance.

3. Time off on a holiday that falls on an employee's scheduled work day is counted as hours worked when computing weekly hours worked for overtime purposes.

4. If a named holiday falls on an employee's scheduled work day and the employee is given a day off with pay, a full-time employee shall be paid for seven and one-half hours at the employee's regular straight time rate. An eligible part-time employee shall be paid the employee's regular straight time rate for that employee's regularly scheduled hours for the particular holiday.

5. An employee required to work on a named holiday shall be paid an extra day's pay at the employee's straight time rate. However, the employee may take another day off with pay instead of receiving holiday premium pay. If the employee chooses another day off, it shall be scheduled with the approval of the Employer. The holiday premium pay shall be the greater of the actual hours worked on the holiday or the employee's regular hours for that day.

6. If a named holiday falls on an eligible employee's scheduled day off, the employee shall be given another day off with pay at the employee's regular straight time rate or be paid an extra day's pay at the employee's regular straight time rate, at the option of the employee. If the employee chooses another day off, it shall be scheduled with the approval of the Employer.

7. If a holiday falls during an eligible employee's vacation, sick leave, bereavement leave or other paid leave as provided for in this agreement, the employee shall be given the option of recording the day as a holiday not to be counted against the employee's paid leave, or taking another day off with pay at the regular straight time rate. If sick leave is used on the named holiday, the employer may require that the employee submit a doctor's certificate or other proof of illness before scheduling another day off.

8. When a named holidays falls on a weekend, in normal circumstances the following Monday shall be observed as the holiday. In the event an employee works both the actual and the observed date of a named holiday, that employee shall receive the holiday benefit for only the actual holiday.

## **ARTICLE 12 - VACATIONS**

1. Regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, are eligible to accrue vacation.

2. Employees shall receive an annual vacation with pay at their regular straight time rate in accordance with their length of service since their most recent date of hire by the company, as of January 1st of each year as indicated below.

### **LENGTH OF SERVICE VACATION**

At least six months,  
but less than one year One week

At least one year,  
but less than five years Two weeks

At least five years,  
but less than 10 years Three weeks

At least 10 years,  
but less than 25 years Four weeks

25 years or more Five weeks

Vacation for part-time employees will be pro-rated based on their regularly scheduled hours per week.

3. Vacations to be taken prior to May 15th of each year shall be requested and scheduled on a first come first served basis.

Prior to April 15 of each year, each department within the bargaining unit shall prepare a vacation schedule for the remainder of the year. Employees shall submit a requested list of vacation weeks to be taken between May 15 and December 31 by March 31st. However, employees with more than two weeks of vacation remaining shall not have their vacation that is more than two weeks scheduled until all other employees have had the first two weeks of their remaining vacation scheduled.

Requests for more than two consecutive weeks of vacation shall be considered on an exception basis and be subject to approval by the Employer.

Vacation schedules for the entire year shall be subject to the approval of the Employer. Conflicts within departments between employees requesting the same vacation time between May 15 and December 31 shall be resolved by seniority.

4. All vacations must be completed within the calendar year. Any unused vacation time at the end of each calendar year is forfeited, unless it is postponed by the Employer because of business or operational needs or by the employee for reasons beyond the employee's control and cannot be rescheduled prior to the end of the year. Any vacation so carried over must be taken by January 31st of the following year, unless similar circumstances arise in which case the postponed vacation shall be taken as soon as possible thereafter.

5. Upon termination of employment an employee (or an employee's estate in case of death) shall receive vacation pay for all unused earned and accrued vacation.

6. Upon request by an employee, a vacation advance will be paid in the last regular paycheck prior to the start of the employee's scheduled vacation.

### **ARTICLE 13 -- SICK LEAVE**

1. Regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, are eligible for paid sick leave. In addition, part time employees regularly scheduled to work twenty-two and one half (22.5) hours per week or more are eligible for paid sick leave on a pro-rata basis.

2. Six (6) days of sick leave are allotted per year effective January 1. Sick leave may accumulate to a maximum of twenty-six (26) weeks. For new employees, paid sick leave may only be taken following the completion of the initial probationary period on a pro-rata basis. The amount of paid sick leave used cannot at any time exceed the allotted amount.

3. Sick leave is for bona fide illness or injury only. Paid sick leave may be used for disability due to pregnancy, child birth and related medical conditions on the same basis as any other type of medical disability. An employee's sick leave may be used for illness or injury of the employee's family as defined in Article 24 (Bereavement/Funeral Leave), for up to three days per year. Sick leave may also be used for emergency and elective medical and/or dental care that occurred during a work shift, including previously scheduled appointments. The actual time used, including travel time to and from work, will be charged to sick leave.

4. The employer may require a doctor's certification regarding the nature and length of a disability or to determine if the employee can return to work on a modified basis. This provision will not be exercised in an arbitrary or capricious manner.

5. Sick leave will not be deducted from hours worked for purposes of overtime or seniority determination.

6. Timely notification of sickness or accident is required. The employee or someone acting on the employee's behalf, shall give notice to the Employer as close as possible to the employee's starting time or sooner if known.

7. The Guild and the Employer shall keep employee medical information confidential.

## **ARTICLE 14 -- INSURANCE**

1. All medical and other group insurance plans available to non-supervisory and non-managerial employees not represented by the Guild as of the effective date of this Agreement, and subsequently made available, will be made available to employees represented by the Guild on the same eligibility, contribution rate (subject to the provisions of section 3) and benefit basis for the term of this Agreement.

2. Any plans substituted for those in effect as of the effective date of this agreement, will be substantially equivalent to the ones in effect on aforementioned effective date.

3. The Company will continue to maintain a differential for employee contributions within the pay band of less than \$40,000 (Tier 1 employees) and pay band of \$40,000-\$84,999 (Tier 2 employees). For full-time benefit eligible employees in Tier 1, the employee contribution will not exceed twenty-four percent (24%) of the annual medical plan cost of the plan selected. For full-time benefit eligible employees in Tier 2, the employee contribution will not exceed twenty-six percent (26%) of the annual medical plan cost of the plan selected. For eligible part-time employees, the employee contribution will not exceed thirty-six percent (36%) of the annual medical plan cost of the plan selected. Employee contribution rates shall be equal to those applied to non-supervisory and non-managerial employees not represented by the Guild.

4. At least once a year during an open enrollment period, an employee may choose a specific medical insurance plan from those offered.

5. Medical insurance plans offered will provide reasonably convenient access to medical care for employees living in the market areas of the employer. At least one plan will provide reasonably convenient access to medical care for employees who may reside outside Massachusetts.

6. At least one medical insurance plan shall provide for a minimum of 20 outpatient visits per year for mental health or substance abuse counseling for each covered individual.

7. A qualified domestic partner of the same sex as the employee will be included as an eligible dependent in the Company's benefits programs, as stated in the Domestic Partner Benefits and Enrollment Summary in effect on the effective date of this agreement, and is allowed by the specific medical insurance plan. The foregoing is applicable only to employees who are not domiciled in the Commonwealth of Massachusetts or other states in which same sex marriage is or becomes legal. The definition of qualified domestic partner is contained in the Certificate of Domestic Partner in effect on the effective date of this agreement

If opposite sex domestic partner coverage becomes available, it shall be offered to Guild-represented employees on the same basis as it is made available to non-supervisory and non-managerial employees not represented by the Guild.

8. The Company shall provide payments if the employee chooses to waive medical insurance coverage on the same basis for non-supervisory and non-managerial employees not represented by the Guild.

9. The Company shall provide a short-term disability insurance plan at no cost to all full-time employees and part-time employees with benefits working a minimum of 30 hours per week. Eligible employees who have exhausted paid sick leave shall be entitled to up to 1% of their basic annual income per week for up to 26 weeks, with a maximum of \$360 per week. Eligible employees may purchase additional benefits, as described in the summary plan description, which legally governs the operation of the plan.

10. The Company shall provide a Long Term Disability (LTD) Plan for employees eligible for full-time benefits. This plan is designed to replace a portion of the employee's regular income after they have been totally disabled for five months. The basic LTD coverage is provided at no cost to the employees. Plan highlights are provided in the Summary Plan Description and details are contained in the official Plan document in effect as of the effective date of this Agreement, which legally governs the operation of the Plan.

11. Eligible employees, as defined by the plan documents, shall participate in the Worcester Telegram & Gazette Savings Plan (401K) and the Worcester Telegram & Gazette Pension Plan. The provisions of the aforementioned Plans, as of the effective date of this agreement, shall be made available to employees represented by the Guild on the same eligibility and benefit basis as non-supervisory and non-managerial employees not represented by the Guild. Plan highlights are provided in the Summary Plan description and details are contained in the official Plan document, which legally governs the operation of the Plan.

Effective 45 days after the Employer sends appropriate notice pursuant to Section 204(h) of the Employee Retirement Income Security Act ("ERISA"), no further benefits will accrue to participants in the Worcester Telegram & Gazette Pension Plan nor will the Employer offer a pension plan to new employees covered by this Agreement. Thereafter, the Company will make an annual cash contribution at the end of each calendar year equal to 3% of pensionable earnings to an employee's 401(k) account. The amount will be pro-rated for 2010. See attached side letter relative to payments for employees laid off in the fourth quarter of a calendar year.

12. Unstated Benefits. With respect to those benefits not expressly provided for by this Agreement, it is agreed that the Employer retains exclusively to itself the traditional right (as historically existed prior to the effective date of this Agreement) to at any time revise, add to, delete, discontinue or otherwise change such benefits, providing such changes apply universally to all of the Employer's non-supervisory and non-managerial employees not represented by the Guild.

## **ARTICLE 15 -- LEAVES OF ABSENCE**

1. Unpaid family leave of absence up to four months for regular full time employees and part-time employees meeting the standard set forth in Article 18, Section 2, shall be approved by the Employer for certain events specified as follows. Family leave applies in the event of the birth or adoption of a child, or serious illness, injury or disability of the employee or the employee's spouse, child, parent, grandparent, siblings, in-law and/or any person living with the employee.

2. An employee shall give notice of a need for family leave of absence at least two weeks prior to the intended starting date of the leave, or as soon as otherwise possible. When the leave is requested due to serious illness, injury or disability, the employee may be required to provide written certification from a physician, which shall specify the probable duration of the leave.

3. Unpaid maternity/paternity leave of up to eight weeks for regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, shall be granted upon request. Such request shall be made with as much advance notice as possible.

4. For unpaid family leave and unpaid maternity/paternity leave, the employee's job rights and benefits are as follows:

- a. Vacation and sick leave accruals continue.
- b. Employees are not eligible for holiday pay.
- c. The Employer shall continue its medical, dental and life insurance contributions so long as employee contributions, if any, are made in a timely manner.
- d. Employees will be restored to the position held or to an equivalent position in the same department upon timely return from leave.
- e. Leave shall count toward seniority.

5. Employees may use vacation in addition to maternity/paternity leave. Female employees may use sick leave as appropriate in addition to maternity leave.

6. After maternity/paternity leave, employees shall be eligible for family leave subject to the provisions of Section 1.

7 (a) If an employee is elected or appointed to a position in The Communications Workers of America, The Newspaper Guild, or AFL-CIO, or local of The Newspaper Guild, or an organization with which The Newspaper Guild is affiliated, such employee, upon the employee's request, shall be given an unpaid leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave.

(b) An unpaid leave of absence upon request shall be granted to an employee elected or appointed delegate to conventions of The Newspaper Guild, Communications Workers of America, AFL-CIO or any organization with which The Newspaper Guild is affiliated, and to a delegate to special meetings called by The Newspaper Guild, or by a branch thereof or by an organization with which The Newspaper Guild is affiliated.

(c) The company shall be given 30-days notice of a union leave, including the start and return dates. Except by mutual consent, the number of employees on union leave shall not exceed two (2) at any one time nor more than one (1) from any work group. No more than one employee may be on a union leave for duration longer than 30 days at any one time. Such leave shall not exceed one (1) year unless by agreement with the publisher. The company may make a temporary transfer, or use a temporary employee to work in the place of an employee on union leave, such employee shall be informed of the temporary nature of the assignment. In the event a temporary employee is used to cover the position of an employee on union leave for more than a

year, this temporary employee shall enjoy all the contractual rights and benefits of a regular employee, except they shall be subject to layoff without recourse to Article 6 on the return of the employee on union leave.

8. Periods of unpaid leave of two weeks or less are not considered formal leaves of absence. Such unpaid absences have no effect on the employee's conditions of employment, job rights or benefits.

9. Employees not eligible for leaves as provided herein may choose to leave work for reasons that qualify eligible employees for leave. When employees leave work under those circumstances, and notify the Employer no later than six months after leaving work that they are then able to return, the Employer will schedule them for work that may be available.

## **ARTICLE 16 -- MILITARY, OTHER SERVICE**

1. Military Leaves apply in the event of extended absence due to active or inactive military duty, training or service.

This type of leave is not necessary in order to attend training up to two weeks in length or weekend drills with the National Guard or Reserves. Employees will be granted the time off to attend annual training and the Employer will pay the difference, if any, between the employee's military pay and their regular earnings. The Employer shall grant time off for employees to attend weekend drills, but shall not make up any difference in pay.

2. An employee is entitled to military leave of absence from the date of employment and upon presentation of appropriate military orders.

3. Rights and entitlements, including reemployment rights, for members of the Armed Forces shall be governed by applicable law.

4. Unless required otherwise by applicable federal, state or local laws regarding military leaves of absence, for approved military leaves of absence, the Employee's rights and benefits are:

a. Accruals of vacation and sick time cease.

b. Beginning with the first day of the leave, holiday benefits are no longer provided. Eligibility for holidays resumes upon the employee's return to work.

c. Group insurance continues in force at the option of the employee so long as contributions are paid in advance. To continue such insurance, the employee must make monthly payments, in advance, equal to the full group premium rate, the first of which shall be remitted to the Employer no later than the end of the week before the start of the leave. Failure to make timely payments may result in the cancellation of insurance without further notice.

d. Employees who return from military leaves of absence on or before the specified ending date of the leave will be restored to the position held when the leave commenced or to a position in the same department with the equivalent classification, benefits, pay and seniority.

5. Military leaves shall be unpaid.

## **ARTICLE 17 -- GENERAL SALARY PROVISIONS**

### Full Time

1. Full time employees covered by this Agreement shall be paid as guided by the following schedule of weekly salaries and by the provisions of this article and Memorandum of Agreement #1.

#### **Outside Circulation Unit**

	Titles	Start	6mo	1yr	2yr	3yr	4yr	5yr
10	Circulation Sales Rep	\$499	515	530	568	614	649	698
12	Single Copy DM	\$597	616	639	684	743	789	852
13	Field Sales Manager	\$655	674	700	750	815	866	933
14	Home Delivery DM	\$677	699	723	774	843	896	965
15	NIE Sales Manager	\$717	741	765	820	887	946	1,018

The minimum salary for full time employees in each job category above shall be that salary shown in the experience column corresponding to the experience rating determined for each employee under the provisions of Paragraph 2 herein.

Effective September 1, 2007 – wage rates same as rates in effect 8/31/2007.

Effective September 1, 2008 – wage rates same as rates in effect 8/31/2007

Effective September 1, 2009 – wage rates same as rates in effect 8/31/2007.

Effective September 1, 2010 – wage rates same as rates in effect 8/31/2007.

Within two weeks following ratification and signing of this Agreement, the Company will pay to each currently employed full time employee the sum of \$1650.00 and each part time employee \$825.00, subject to all applicable taxes and other standard deductions. This payment will be made in lieu of a general wage increase for the period beginning September 1, 2007 until the parties' wage re-opener on the one year anniversary date of the contract's ratification, and regardless of any increase or decrease that the Company may negotiate with any other union in the interim. The Union will withdraw its pending AAA arbitration, Case No. 11 300 01596 08 (Me-Too-Clause).

There shall be no reduction in wages as a result of the wage reopeners. The Guild shall be permitted to raise the issue of dues checkoff during the wage reopeners or in the event Article 1, Section 5 of the Inside or Outside Circulation Department contracts is utilized. It is agreed that Article 26, No Strike-No Lockout shall remain in full force and effect during the period of each re-opener.

If any union at the Company is granted an annual general wage increase in excess of those negotiated between the Guild and the Company, any such excess shall be granted in the appropriate year or years to employees covered by this Agreement.

2. Experience Definition -- The Employer shall determine the experience rating for each full-time employee. Such experience ratings shall be determined at the time of employment, promotion, transfer or periodic wage review, and shall include due consideration of relevant experience with previous employers and with the Employer. The Guild shall be notified in accordance with the applicable provisions of this agreement.

3. Full-time employees, on the anniversary of employment or promotion, advancing through the experience steps set forth in section 1, shall usually do so in the time frames indicated, reflecting the usual advancement in experience.

Prior to the time of scheduled progression, the employee's record will be reviewed to determine if his/her progress and qualifications are satisfactory to warrant the progression in the job classification. If it is determined that the employee's progress and qualifications are not satisfactory to warrant progression, he/she shall remain in the present step and again be reviewed within a period of time that does not exceed three (3) months.

4. In the event a full time employee accepts a transfer to a lower paying job classification, the employee will be reassigned an experience rating in accordance with section 2.

5. If an employee is transferred to a lower classification due to the inability to acceptably perform the required work, the employee will be reassigned an experience rating in accordance with section 2. Such action by the Employer may be reviewed under the grievance procedure set forth in this Agreement provided a request for such review is made within two weeks of notification to the Guild.

6. For Employees paid above the wage for the top experience step, wages above the wage scale shall be treated as merit pay.

7. Maintenance of Differentials. Future general increases for employees paid in excess of the top minimum of their classification shall be applied so as to maintain the dollar differential above the new top minimum of the employee's classification when minimums are increased. It is understood that there will be no pyramiding of general wage increases and increases granted as a result of the maintenance of differentials provisions.

Wages -- Part Time

1. Part time employees covered by this Agreement shall be paid as guided by the following schedule of hourly rates and by the following provisions of this article and Memorandum of Agreement #1.

### **Outside Circulation Unit**

Titles	Start	6mo	1yr
Redelivery Driver	\$8.51	\$9.04	\$9.82
Dock Worker	\$9.57	\$10.10	\$10.90
Utility Dock Worker (City)	\$10.64	\$11.17	\$12.00
Lead Dock Worker (County)			

The minimum wage rate for part time employees in each job category above shall be that hourly rate shown in the experience column corresponding to the experience rating determined for each employee under the provisions of Paragraph 2 herein.

Effective September 1, 2007 – wage rates same as rates in effect 8/31/2007.

Effective September 1, 2008 – wage rates same as rates in effect 8/31/2007

Effective September 1, 2009 – wage rates same as rates in effect 8/31/2007.

Effective September 1, 2010 – wage rates same as rates in effect 8/31/2007.

Within two weeks following ratification and signing of this Agreement, the Company will pay to each currently employed full time employee the sum of \$1650.00 and each part time employee \$825.00, subject to all applicable taxes and other standard deductions. This payment will be made in lieu of a general wage increase for the period beginning September 1, 2007 until the parties' wage re-opener on the one year anniversary date of the contract's ratification, and regardless of any increase or decrease that the Company may negotiate with any other union in the interim. The Union will withdraw its pending AAA arbitration, Case No. 11 300 01596 08 (Me-Too-Clause).

There shall be no reduction in wages as a result of the wage reopeners. The Guild shall be permitted to raise the issue of dues checkoff during the wage reopeners or in the event Article 1, Section 5 of the Inside or Outside Circulation Department contracts is utilized. It is agreed that Article 26, No Strike-No Lockout shall remain in full force and effect during the period of each re-opener.

If any union at the Company is granted an annual general wage increase in excess of those negotiated between the Guild and the Company, any such excess shall be granted in the appropriate year or years to employees covered by this Agreement.

2. Experience Definition -- The Employer shall determine the experience rating of each part-time employee. Such experience ratings shall be determined at the time of employment, promotion, transfer or periodic wage review, and shall include due consideration of relevant experience with previous employers and with the Employer. The Guild shall be notified in accordance with the applicable provisions of this agreement.

3. Part-time employees, on the anniversary of employment or promotion, advancing through the experience steps set forth in section 1, shall usually do so in the time frames indicated, reflecting the usual advancement in experience.

A part-time employee's scheduled advancement through the progression steps shall be according to time in step and not according to actual hours worked.

Prior to the time of scheduled progression, the employee's record will be reviewed to determine if his/her progress and qualifications are satisfactory to warrant the progression in the job classification. If it is determined that the employee's progress and qualifications are not satisfactory to warrant progression, he/she shall remain in the present step and again be reviewed within a period of time that does not exceed three (3) months.

4. For Employees paid above the wage for the top experience step, wages above the wage scale shall be treated as merit pay.

5. Maintenance of Differentials. Future general increases for employees paid in excess of the top minimum(12 mos. Rate) of their classification shall be applied so as to maintain the dollar differential above the new top minimum of the employee's classification when minimums are increased. It is understood that there will be no pyramiding of general wage increases and increases granted as a result of the maintenance of differentials provisions.

## **ARTICLE 18 -- PART-TIME & TEMPORARY EMPLOYEES**

1. A part-time employee is one who is hired to work regularly but less than 37.5 hours per week.

2. Part-time employees who are regularly scheduled to work 30 hours per week or more are considered to be full time employees for purposes of employee benefit eligibility only.

Part-time employees who are regularly scheduled to work 25 hours but less than 30 hours per week shall be eligible for the following benefits:

Medical insurance;

Sick days -- six per year, pro-rated based on regularly scheduled hours;

Employee Assistance Plan;

Paid vacation, pro-rated based on regularly scheduled hours;

Paid Holidays, pro-rated based on regularly scheduled hours;

Tuition Assistance

Bereavement Leave, pro-rated based on regularly scheduled hours;

Family and maternity/paternity leave (The granting of such leaves shall not extend other benefits to employees beyond which they are otherwise entitled under this section.)

Part-time employees regularly scheduled to work 22.5 hours but less than 25 hours per week shall be eligible for the following benefits:

Sick days -- six per year, pro-rated based on regularly scheduled hours;

Employee Assistance Plan;

Family and maternity/paternity leave (The granting of such leaves shall not extend other benefits to employees beyond which they are otherwise entitled under this section.)

Part-time employees who work at least 1,000 hours per year shall be eligible for the 401(k) Plan and Pension Plan as prescribed by law.

Part-time employees whose regularly scheduled hours do not qualify for benefits in a particular year, but whose average actual hours worked for a designated twelve-month period meet or exceeds a benefit cut-off point, will qualify for those benefits in the succeeding calendar year.

Part-time employees shall be eligible to receive other benefits if specified in the provisions of this Agreement, or in the event this agreement is silent, in accordance with current practices.

3. A temporary employee is one who is hired for a specified period of time, or for a specific project, or to work an intermittent schedule as requested by the employer. If a specified period results from the need to temporarily substitute for an absent employee, the period shall not exceed the duration of the employee's absence by more than two weeks. Except for the case of temporarily substituting for an absent employee, temporary employment shall not exceed six months, unless mutually agreed in writing. The Guild shall be informed as to the duration and nature of special projects upon request.

4. A temporary employee who becomes a regular employee without a break in employment shall receive appropriate credit for service as a temporary employee in the administration of benefits and for purposes of seniority.

5. Temporary employees shall not be subject to the provisions of this Agreement, except as provided by Article 2 (Guild Membership), Article 3 (Information), Article 6, Section 3 (Probation Period), Article 9 (Overtime); Article 11, Section 5 (Holidays); Article 17 (General salary Provisions), Article 20 (Expense & Equipment); and where temporary employees are specifically mentioned. Disputes regarding the application of the specific provisions noted above will be subject to Article 4, (Grievance Resolution).

Student Interns and summer students are not considered temporary employees under any provision of this agreement. Students shall not displace fulltime, parttime or temporary employees.

## **ARTICLE 19 -- LABOR-MANAGEMENT COMMITTEE**

The parties agree to establish a Labor-Management Committee (LMC) comprised of Guild members and Company representatives. The LMC will meet periodically for the purpose of discussing issues and/or problems not covered by the Collective Bargaining Agreement (CBA). Such topics include, but are not limited to, communications, morale, productivity, suggestion systems and supervision/worker relationship. However, discussion of a matter by the Labor-Management Committee shall not prevent an otherwise grievable matter from being processed through the grievance procedure.

The LMC will consist of no more than four members each from the Guild and from the Company. Meetings will be held at a mutually agreeable location and on a periodic basis based on the request of either party.

## **ARTICLE 20 -- EXPENSES & EQUIPMENT**

1. The Employer shall provide full reimbursement for ordinary business expenses incurred by an employee, provided such expenses are authorized and approved by the Employer.
2. Employees who use their personal vehicles for ordinary business purposes shall be reimbursed for such use at a rate equal to that available to employees not in the Guild bargaining unit and such rate shall not be less than \$0.40 (40 cents) per mile.
3. Necessary working equipment shall be provided to employees and paid for by the Employer but shall remain the property of the employer. The determination of the necessity of the equipment and its selection shall be subject to the approval of the Employer.
4. District Managers who use their personal vehicle to perform their job shall receive a stipend of thirty-five dollars (\$35) for each month worked.

## **ARTICLE 21 -- (Article No. Reserved)**

## **ARTICLE 22 -- MANAGEMENT RIGHTS:**

1. Unless specifically modified by the terms of this Agreement, the Employer shall have the right to make and enforce reasonable rules and regulations, which rules and regulations shall be communicated to the Guild and affected employees; the right to hire, promote, transfer within and throughout the bargaining unit, layoff, grant leaves of absence, discipline and discharge for cause; the right to assign to jobs, to increase, decrease and determine the size and makeup of the working force; the right to schedule the work to be performed, hours, overtime and shifts and to change or reschedule working hours or days; the right to contract out work and determine (and regulate the use of) equipment, machinery, facilities, materials and supplies and sources thereof; the right to determine the products to be handled, produced or manufactured; the right to schedule production and establish methods, processes and means of production or handling, and the right to establish reasonable standards in quantity and quality, and the right to consolidate or

eliminate jobs and positions, and the right to establish reasonable standards of competency and performance.

## **ARTICLE 23 -- GENERAL PROVISIONS**

1. Bulletin Boards. The Employer agrees to provide bulletin board space in all facilities occupied by employees covered by this Agreement for use by the Guild for material approved by the Guild unit chair and relating solely to the normal conduct of Guild business.

2. Tuition Reimbursement. Regular full-time employees and part time employees, as defined in Section 2 of Article 18, are eligible for tuition reimbursement. Application for tuition reimbursement shall be made prior to course enrollment or as soon as possible thereafter. In order to qualify for approval, the course of study must:

- a. Relate to the employee's current job, or
- b. Further the employee's career development within their department, or
- c. Relate to another position to which the employee may reasonably aspire.

Approved reimbursement payments, in the amount of 50% of tuition cost, shall be made upon the submission of a passing grade.

3. Voting. An employee required to work on a local, state or national election day during the hours polls are open shall receive time off with pay at their regular straight time rate, up to two hours in duration, but limited to the actual time necessary to vote.

To be eligible for time off with pay, an employee shall not have a minimum of two hours available to vote while the polls are open before or after the employee's shift, and shall notify the Employer in advance.

The Employer will determine what time is granted off during the employee's shift. If the time off is not at the end of the shift, the employee is required to report to work as soon as they have voted.

4. Outside Activities. Any employee shall be free to engage in any paid or unpaid activities outside of working hours that

- a) neither detracts from nor interferes with the employee's duties to the Employer;
- b) impair the credibility or integrity of the Employer;
- c) nor are detrimental to the Employer's competitive position.

Any employee contemplating such outside activity must inform the Publisher or his/her designee in writing in advance. The Publisher or his/her designee reserves the right to object to an activity

based on the three standards listed above, but will not exercise this right in an unreasonable manner.

If the Employer objects to an activity, the employee and a Guild representative may meet with the Publisher or his/her designee to resolve the matter. If the issue remains unresolved, the Guild may submit a grievance under the provisions outlined in this agreement.

5. In the event that any provision of this Agreement is in violation of State or Federal law, that provision, but that provision only, shall be inoperative, with the remainder of the Agreement remaining in full force and effect

## **ARTICLE 24 -- BEREAVEMENT/FUNERAL LEAVE**

1. Regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, are eligible for bereavement/funeral leave.

2. Employees shall be granted three days leave with pay for a death in the immediate family, defined as: spouses, children, parents, grandparents, grandchildren, siblings, in-laws and/or any person living with the employee. This leave includes the paid time off to attend the funeral.

For a relative not in the immediate family, employees shall be granted time off with pay as necessary to attend the funeral and other related events on the day of the funeral.

Paid leave will be based on the employee's normally scheduled hours at their regular straight time rate.

3. The Employer may require verification of the circumstances producing the need for leave.

4. In special circumstances that produce the need to extend leave, employees may use vacation, floating holidays or unpaid leave. The Employer may require employees to use unscheduled paid leave before using unpaid leave. The amount of unpaid leave to be used in these special circumstances shall be subject to agreement between the employee and the Employer.

5. When circumstances described under Section 2 above apply to employees not eligible for leave, the Employer will make reasonable effort to provide supplemental work opportunities to allow the affected employee to attend the funeral and other related events on the day of the funeral without loss of pay.

## **ARTICLE 25 -- JURY DUTY**

Employees serving jury duty will receive the difference between their jury fees and their regular pay, excluding transportation and meal money. Regular pay means your base rate of pay for normally scheduled hours.

Night shift worker assignments during juror service will be in accordance with applicable regulations.

Any fees received by the employee for jury duty during non-scheduled workdays or paid holidays are theirs to keep; however, no additional payment will be made under this policy.

Employees must notify their supervisor upon receipt of summons for jury duty and provide the Company a copy of the Jury Service Certificate and any supporting documentation verifying amount received from the courts.

**ARTICLE 26 -- NO STRIKE/LOCKOUT**

It is agreed that any employee represented by the Guild and/or subject to the terms and conditions of this Agreement, shall not, within the terms of this Agreement, engage in any strike or boycott, nor shall the Employer institute a lockout.

**ARTICLE 27 -- DURATION & RENEWAL**

1. This contract shall commence on the 1<sup>st</sup> Sunday following ratification and expire two years following the date of ratification, June 14th, 2012.
2. Within 60 days prior to the expiration date of this contract, the Employer and the Guild may initiate negotiations for a new contract to take effect on June 15, 2012. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated.
3. 60 days prior to June 14, 2011 the parties shall meet for purposes of negotiating wage rates for the period June 15th, 2011 through June 14<sup>th</sup>, 2012.

For the Guild:

For the Telegram & Gazette

\_\_\_\_\_

\_\_\_\_\_

Betsy Regan

Bruce Gaultney

**Side letters: (Applicable to all contracts unless otherwise specified)**

**Memorandum of Agreement No. 1**

The following wage/salary provisions will apply to those affected employees as indicated:

Full Time Employees:

1. Upon ratification of this agreement, full time employees who have not received a wage increase with an effective date between and including September 1, 2003 and January 31, 2004 and whose pay rates are at or above the top experience step for their classification, will receive the applicable negotiated general wage increase as follows: During the implementation of the wage provisions of the initial contract, if the employee's last scheduled increase has not occurred between and including September 1, 2003 and January 31, 2004, that employee's wage adjustment will be pro-rated.

2. All wage adjustments for full time employees advancing through the experience steps, as outlined under paragraph 3 of Article 17, General Salary Provisions, will occur on the anniversary of employment or promotion. When a full time employee has reached the top experience step, the next increase will be on the date agreed between the parties for a general wage increase and will be prorated as outlined in paragraph 1 of this Memorandum of Agreement effective February 1, 2004.

Part Time Employees:

3. Upon ratification of this agreement, part time employees who have not received a wage increase with an effective date between and including September 1, 2003 and January 31, 2004 and whose pay rates are at or above the top experience step for their classification, will receive the applicable negotiated general wage increase as follows: During the implementation of the wage provisions of the initial contract, if the employee's last scheduled increase has not occurred between and including September 1, 2003 and January 31, 2004, that employee's wage adjustment will be pro-rated.

4. All wage adjustments for part time employees advancing through the experience steps, as outlined under paragraph 3 of Article 17, General Salary Provisions, will occur on the

anniversary of employment or promotion. As part of the implementation of the wage provisions of the initial contract, part time employees, on the anniversary of employment or promotion, will be assigned an experience rating within their classification at the wage level immediately above their current rate and receive the negotiated general wage increase or the rate of the experience rating, whichever is greater. When a part time employee has reached the top experience step, the next increase will be on the date agreed between the parties for a general wage increase and will be prorated as outlined in paragraph 3 of this Memorandum of Agreement effective February 1, 2004.

5. On September 1, 2004, and every year September 1 there after, fulltime and part time employees who as a result of pro-rating are paid less than the top minimum for their classification shall receive the greater of the top minimum wage rate or the negotiated general increase.

For the Guild

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For the Telegram & Gazette

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**Memorandum of Agreement No. 2**

In the implementation of this collective bargaining agreement, the parties acknowledge that paragraphs 1, 2, and 3 of the Memorandum of Agreement dated November 20, 2001 will expire December 31, 2003.

For the Guild

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For the Telegram & Gazette

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- 5-1-03 (inside circ vac scheduling)
- 6-3-02 (outside circ dept)
- 5-31-02 (classification differentials)
- 4-17-02 (inside circ scheduling)
- 11-20-01 (medical waivers)
- 12-6-02 (revised work schedule)
- Appendix A, list of exclusions.
- Appendix B, with inside circ certification.

May 20, 2010

Betsy Regan,  
Administrator  
Providence Newspaper Guild

Dear Betsy,

This letter is to document the agreement between the Company and The Guild that the Guild and the Company shall utilize the Labor-Management Committee, specified in Article 19 to discuss the New York Times Code of Business Ethics and the Journalism Ethics Policy.

Very truly yours,

Agreed

Victor A. DiNardo  
Director of Human Resources

Betsy Regan  
Providence Newspaper Guild

May 20, 2010

Ms. Betsy Regan, Administrative Officer  
Providence Newspaper Guild TNG-CWA Local 31041

Dear Ms. Regan:

This will confirm that the Company has agreed that if any employee(s) is subject to involuntary lay off during the Fourth Quarter of any given calendar year the Company will make a contribution to each employee's 401(k) plan equal to three per cent (3%) of pensionable earnings for that calendar year, pro-rated to final date of employment. The foregoing is inapplicable to employees who are discharged for cause or who agree to resign pursuant to a voluntary severance program or otherwise.

Very truly yours,

Victor A. DiNardo  
Director of Human Resources

## **Exhibit A**

### **AGREEMENT AND GENERAL RELEASE**

1. I, \_\_\_\_\_ [print name], an individual residing in Massachusetts, am executing this release on behalf of myself, my heirs, assigns, administrator or executor.
2. I am giving this release in return for receipt of Severance Monies as is provided for under Article 7, Section xx of the current collective bargaining agreement, between the Worcester Telegram and Gazette Corporation and Providence Newspaper Guild, TNG-CWA Local 31041.
3. I on behalf of my heirs, executors, administrators, trustees, legal representatives, successors and assigns ("Releasors") hereby fully and unconditionally release the Worcester Telegram and Gazette Corporation, Inc., its parent company and affiliated companies and their directors, officers, fiduciaries, agents, trustees, administrators, assigns and employees and Providence Newspaper Guild, TNG-CWA Local 31041 and its officers, representatives, employees, executive committee and members (the "Releasees") from all claims or suits of whatever nature which I may have as of the date of execution of this General Release or may have had, known or unknown, against the Releasees arising out of my employment with the Worcester Telegram and Gazette Corporation. or my separation from employment, including but not limited to any claims or rights under federal, state and local laws prohibiting employment discrimination, including but not limited to claims or rights under the federal Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act of 1990 and any claims arising under the collective bargaining agreement between the Worcester Telegram and Gazette Corporation. and the Providence Newspaper Guild/TNG-CWA Local 31041 as well as any common law actions relating in any way to my employment.

I also understand that nothing in this Release shall be construed to affect the Equal Employment Opportunity Commission's independent right and responsibility to enforce the law or to interfere with my right to file a charge or participate in any investigation or proceeding conducted by the Commission. However, by accepting the benefits provided in the Release, I acknowledge that I give up any right I may have to any future recovery from the Company related to any legal claims that arose prior to the date I signed the Release.

### **Acknowledgements**

I acknowledge that:

- I have been advised in writing that this is an important legal document and that I should consult with an attorney of my choice and not related to the Company prior to signing this Release.
- The severance benefits exceeded the benefits I would be entitled to if I quit;
- I must be an employee in good standing as of the day of my termination to receive benefits;
- I have not relied on any representations, promises or agreements of any kind made to me or any assumptions made by me in connection with my decision to execute this Release;
- I have been given at least 45 calendar days to consider this Release. I may revoke this Release within seven calendar days of the date I sign it and may opt to terminate my employment without receipt of these benefits. If I wish, I may sign this Release at any time prior to the 45 calendar days, in which event the 7-day revocation period will commence immediately upon signing. This Agreement shall not become effective or enforceable until the revocation period has expired;
- This Agreement shall be construed and enforced in accordance with federal law to the extent applicable or, to the extent federal law is not applicable, the laws of the Commonwealth of Massachusetts, except for its choice of law provisions;

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