

# AGREEMENT

BETWEEN

PROVIDENCE JOURNAL COMPANY

AND

PROVIDENCE NEWSPAPER GUILD TNG-CWA  
31041

## Table of Contents

1---Coverage-----	1
2--Guild Jurisdiction-----	1
3--Information-----	3
4--Management-----	5
5--Grievance Procedure-----	5
6--Seniority-----	7
7--Transfers & Promotions-----	8
8--Discharge & Discipline-----	10
9--Workweek & Overtime-----	10
10--Holidays-----	12
11--Vacations-----	14
12--Sick Pay & Short Term Disability-----	15
13--Health & Safety-----	16
14--Insurance-----	17
15--Leaves of Absence-----	20
16--Military Service-----	22
17--Part-time & Irregular Extra Employees-----	23
18--Wages-----	25
19--Expenses & Equipment-----	29
20--Retirement Plans-----	30
21--Miscellaneous-----	32
22--Diversity Committee-----	33
23--Disclosure-----	34
24--Duration-----	34
Memorandum of Agreements-----	36

## **AGREEMENT**

This AGREEMENT made and entered into this 24<sup>th</sup> day of July, 2019, by and between THE PROVIDENCE JOURNAL COMPANY, hereinafter known as the "PUBLISHER" or "COMPANY", and the PROVIDENCE NEWSPAPER GUILD, herein after known as the "GUILD", shall be in effect through December 1, 2020.

### **ARTICLE 1 COVERAGE**

I. (a) NEWS UNIT: The term "employee" as used in the Agreement shall include all employees in the Publisher's News and Editorial Departments except the following, who are excluded from the application of this Agreement: Elected Officers of the Publisher, Executive Editor, Deputy Executive Editor, Managing Editors (4), Metropolitan Managing Editor, Associate Managing Editor, Systems Editor, News Editor, Night Production Editor, Regional News Editors (6), Metro Edition Editor, City Editor, Assistant City Editor, Editor of the Editorial Pages, Chief Editorial Writer, Editorial Cartoonist, Editorial Columnist, Assistant Managing Editors (3), Sports Editor, Financial Editor, Assistant Director-Photography and Graphics, Librarian, Editor for Technology and Development, Confidential News Department Secretaries (3), Director of Electronic Publishing, On-line Operations Manager, On-line Administration Assistant, and On-line News Editor.

(b) ADVERTISING UNIT: The term "employee" as used in the Agreement shall include all employees in the Publisher's Advertising Department, Prepublishing Department and Janitorial Department, except the following, who are excluded from the application of this Agreement: Elected Officers of the Publisher, Director of Advertising, Senior Sales Directors (2), Sales Directors (10), Creative Director, Manager-Advertising Planning, Advertising Systems Development Manager, Secretaries (5): to the Vice President-Advertising, Senior Sales Director-Personnel, Senior Sales Director-Operations and Manager-Advertising Planning (2): On-line Marketing Manager, Research Director, Pre-Publishing Department Manager, Assistant Pre-Publishing Managers (3), Promotion Director, Promotion Manager and Cleaning Manager.

### **ARTICLE 2 GUILD JURISDICTION**

1. (a) The Publisher recognizes the Guild as the sole collective bargaining representative for all employees of the Publisher covered by the Agreement as defined in Article 1 and irregular extras. The kind of work normally or presently performed within the unit as defined in Article 1 and new work assigned by the Publisher to be performed within the said unit, is recognized as the jurisdiction of the Guild. Should the Publisher install any equipment or adopt any work processes which substitute for or are in evolution of work now performed, or assigned in the future by the Publisher to be performed, by employees of the Publisher covered by the Agreement and as defined in Article 1 or irregular extras, the Publisher agrees to recognize the jurisdiction of the Guild over this work and the employees or irregular extras engaged thereon on such equipment or work processes; and this Agreement applies thereto. Performance of the kind of work described in this paragraph shall be assigned to employees or irregular extras covered by this Agreement.

(b) Bargaining unit work shall be performed only by persons within the bargaining unit except as follows:

(i) Segment Sales Directors shall be permitted to sell advertising provided the sales credits for bonus purposes shall accrue to the benefit of the entire team and, provided further, the number of Advertising Sales Representatives employed by the Company on the effective date of this Agreement shall remain the same for the duration of the Agreement.

(ii) Those employees excluded in Article I, above, may maintain customer relations, assist an Advertising Sales Representative in developing business and work toward overcoming operational and production difficulties.

(iii) The Vice President-Advertising and the Director of Advertising may seek to have advertisers increase the amount they spend on advertising in the newspaper of the Publisher.

(iv) Managers may perform bargaining unit work in accordance with current practice, and in the following circumstances: emergencies, unforeseen news events, customer inquiries elevated to management attentions, training purposes, if an employee is late to work or unable to complete the last 1/3 or less of their scheduled shift and in the event of unexpected resignations.

(c) The Guild shall be given reasonable notice (but in no case less than ninety (90) days prior to the initial installation of new or modified equipment, machines, apparatus, or processes) of the intent of the Publisher to introduce new or modified equipment, machines, apparatus, or processes which will create new job classifications or alter the job content of existing classifications.

(d) The Parties shall immediately enter into negotiations, if requested by the Guild, for a mutual agreement on any employee problems which may result from the introduction of such new or modified equipment, machines, apparatus or processes. If the Parties have not reached an agreement on employee problems as a result of their negotiations after reasonable notice, as established above, then on and after the ninetieth (90th) day following the giving of notice by the Publisher, the Publisher may then introduce such new or modified equipment, machines, apparatus or processes. Any such problems on which the Parties fail to reach agreement shall be subject to grievance and arbitration.

(e) No regular, full-time employees shall be dismissed as the result of the introduction of such equipment, machines, apparatus or processes, and there shall be no reduction in salaries or impairment of benefits granted under this Agreement.

2. The Publisher and Guild will continue to abide by the principle of non-discrimination (with respect to age, sex, race, creed, color or national origin) as embodied in Rhode Island and Federal laws, and with respect to sexual orientation. There shall be no dismissals as the result of putting this Agreement into effect.

3. Except as provided elsewhere in this Agreement, the Guild agrees that during working hours it will not engage in activities which would interfere with the normal operation of the newspapers.

4. (a) Upon an employee's voluntary written assignment, the Publisher shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of the month following the month in which payment is made and amount equal to the Guilds initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the schedule of rates furnished the employer by the Guild. Such schedule may be amended by the Guild at any time. An employees' voluntary written assignment shall remain effective in accordance with the terms of such assignment.

(b) Such assignment and authorization, to be made on a form agreed upon by the Parties, shall remain in effect until revoked by the employee or irregular extra, but shall be irrevocable for a period of one (1) year from the date of the assignment, or until the termination of the Collective Bargaining Agreement, whichever occurs sooner. Written notice of revocation may be made within the thirty (30) day period prior to the annual anniversary date of the signing of the assignment or of the termination of this or succeeding agreements, whichever occurs first, and shall be sent to the Publisher and the Guild by registered mail. Such notice of revocation shall become effective for the week following the calendar week in which the Publisher receives it.

5. (a) All employees and irregular extras covered by this Agreement who are members of the Guild as of March 7, 1995 or who thereafter become members shall, as a condition of employment, maintain their membership for the duration of this Agreement.

(b) All new employees hired after March 7, 1995 and irregular extras shall, as a condition of employment, as soon after their date of hire as legally permissible (30 days), become and remain members of the Guild for the duration of this Agreement.

6. Except as otherwise limited by this Agreement the Publisher may publish content (including text, photos, graphics and any other materials), from independent contractors, temps, and stringers in accordance with current practice.

It is not the intent of this Section or the spirit of this Agreement to permanently replace bargaining unit members with stringers, temporary's, equivalent part-timers, independent contractors or on-call employees.

### **ARTICLE 3 INFORMATION**

1. The Publisher shall supply the Guild monthly, a list containing the following information for all employees on the payroll and for irregular extras:

- (a) Name, address, sex, date of birth and Social Security number;
- (b) Date of hiring;
- (c) Classification;
- (d) Experience rating and experience anniversary date where applicable;
- (e) Salary.

2. The Publisher shall supply the Guild on request, but not more than four (4) times a year, with a list of any compensation, other than wages, paid to the employees during a given month, and the basis thereof. It is understood that such requests will be received by the Publisher no later than the first (1st) of the month for which the information is requested, except that a list of features, photos and space payments will be furnished monthly and annually on request.

3. The Publisher shall notify the Guild at least bi-weekly, in writing, of the following:

- (a) Any resignations, retirements or deaths not previously reported to the Guild.
- (b) Any changes in the data specified in Section 1 not previously reported to the Guild.



(c) The names of any irregular extras employed not previously reported to the Guild under the terms of Article 17, the number of hours worked, the total compensation and the specific reasons for such employment.

4. The Publisher agrees to provide the following information in its irregular extra report described in Article III, Section 3(c):

(a) In cases of irregular extra use because of absence, the name of the employee who was absent, the reason for the absence, the name of the irregular extra being used, and a description of any non-direct substitutions (for example, an irregular extra is working for a photographer who is substituting for a picture editor who is substituting for a section editor who is absent due to vacation);

(b) In cases of special projects or news or editorial-related situations which occur without regularity, the name or nature of the project or situation, the name of the irregular extra being used, and a description of any non-direct substitutions;

(c) In cases of try-outs, the classification and job title involved, the name of the irregular extra being used, and a description of any non-direct substitutions; and

(d) In cases of vacancies, whether the vacancy is a new position or a replacement, the classification and job title involved, the name of the employee (if any) being replaced, the name of the irregular extra being used, the number of the position requisition authorizing the vacancy, and a description of any non-direct substitutions.

5. The Publisher shall report the names of any non-bargaining unit employees who substitute in bargaining unit positions and the circumstances under which they are working as it does for irregular extras, and shall limit such usage to circumstances under which irregular extras may be used.

6. The Publisher shall report the names of agency temporaries used in situations where the Agreement permits the use of irregular extras.

7. Within one week after the hiring of a new employee or irregular extra, the Publisher shall furnish the Guild in writing with the data specified in Section 1.

8. The Publisher shall keep a record of all overtime and copies of this record shall be made available to the Guild upon reasonable request.

9. The Guild shall be furnished monthly the following:

- (a) Changes in list of bargaining unit retirees with plan benefits;
- (b) Annual actuarial report;
- (c) Annual trustees' report;
- (d) Copies of applications for retirement by bargaining unit employees;
- (e) Copies of IRS Letters of Determination.

## **ARTICLE 4 MANAGEMENT RIGHTS**

1. Except as otherwise provided herein, the Publisher shall exercise the regular and customary functions of management, including, but without limiting the generality of the foregoing, the right to determine professional competency, to hire, promote, transfer, suspend, discharge and discipline employees in the bargaining unit; the right to determine in the bargaining unit how, when, where and by whom work is to be performed; and, generally, the right to make and enforce reasonable rules and regulations relating to the operation of the Publisher's business, which rules and regulations shall be communicated to the Guild and the employees before the same shall be effective.

2. The size of the staff shall be within the sole discretion of the Publisher.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

1. (a) In order that harmonious relations shall continue unbroken between the Parties, any disputes arising from the interpretation of this contract, disputes concerning discharges, discipline or wages and disputes concerning employment or operating conditions, shall first be discussed by a grievance committee of not more than three (3) Providence Journal employees designated by the Guild and not more than three (3) Management representatives designated by the Publisher. Such meetings shall be held as promptly as possible after the request for such meeting has been received but in any case within five (5) days thereafter. Grievances, in order to be considered, must be presented within 70 days of the occurrence giving rise to the dispute. All disputes shall be reduced to writing and the response of the Publisher, or its designated representative, shall be in writing.

(b) A regular, full-time employee of the local Union may be substituted for one (1) of the three (3) Guild designated representatives provided for in Section 1(a), above.

2. In the event the procedure called for under Section 1 results in no understanding or settlement, the dispute may be submitted by either Party to an impartial arbitrator to be selected by the Grievance committee provided that such submissions must be made within sixty (60) days after a written answer to the dispute is given to the other Party. In the event that the dispute is not so submitted to arbitration by either Party, then during the ten (10) days following the end of the said sixty (60) day period the Party which originally raised the dispute shall notify the other party in writing of its intention to accept the written answer to the dispute as a final and binding disposition or the dispute will be considered withdrawn without prejudice or precedent. If the Grievance committee is unable to agree on a satisfactory arbitrator, then an impartial arbitrator shall be selected in accordance with the rules of the American Arbitration Association. After such impartial arbitrator has been selected, hearings shall be held promptly and in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The expenses of such arbitration proceedings shall be shared equally by the Publisher and the Guild. The decision of the arbitrator shall be final and binding upon all Parties and shall be considered the decision of the Grievance committee for all purposes of this Agreement. Either Party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The Party requesting the stenographer shall pay the stenographer's fees, the cost of the transcript to the Arbitrator and its copy; the other Party shall pay the cost of its copy if requested.

3. The arbitrator shall have no power to add to, change or modify any provision of this Agreement. Nothing herein shall obligate either Party to arbitrate differences representing a succeeding contract.

4. Disputes must be raised and processed in a timely fashion.

5. Since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, there shall be no strike, work stoppage or any other form of interference with normal production operations, or lockout during the term of this Agreement.

6. Grievances may not be consolidated for arbitration. However, contemporaneous occurrences or non-occurrences that affect numerous similarly situated employees may be combined in a single grievance.

7. Time limits on the processing of grievances may be extended in writing by the mutual consent of the Parties.

8. The Parties jointly acknowledge the importance of the supervisor-employee relationship to the efficient, harmonious conduct of the employer's business and to the workplace communications process. The Parties likewise acknowledge that this relationship is not a substitute for the employee's right to request and receive assistance from the Guild regarding his or her rights under the collective bargaining agreement and labor and employment law, provided such request and assistance does not interfere with the work of any employees or the Publisher's Newspaper operation.

## **ARTICLE 6**

### **SENIORITY**

1. Seniority is defined as an employee's length of continuous employment in the Bargaining Unit.

2. No seniority will be attained or acquired by any new employee until such employee has completed a probationary period or by an irregular extra. The probationary period for new employees shall be ninety calendar days.

3. (a) Employees who are dismissed through a layoff shall be those within each job classification by department with the least amount of bargaining unit seniority, which shall be determined by an employee's total length of bargaining unit seniority except:

Employees with special skill or ability related to listed position competencies may be retained out of seniority order, provided that:

i. The Company may exclude up to four (4) employees per calendar year. See attachment for current classifications and employees. Advertising Coordinators will be exempt from out of seniority reductions to the workforce.

ii. Prior to making an out-of-seniority reduction, the Company must first offer a voluntary separation in the classification. Whether to accept an offer of voluntary separation is at the sole discretion of the Company.



iii. The Company shall notify the Guild at least two (2) weeks in advance of its intention to lay off out-of-seniority order, naming the individual and the special skill or ability that justifies the exception.

iv. Any dispute arising out of the interpretation and/or implementation of the above layoff language is subject to the grievance and arbitration process.

v. Union activity or salary level shall not be a factor in these determination.

(c) Subject to the foregoing, whenever it is necessary to lay off an employee to make room for an employee returning from military service, seniority will apply within the specific classification of the returning employee.

(d) Whenever seniority is a factor for use in connection with job security or job preference (including, but not limited to, layoffs, re-hires and promotions), all full-time employees will be considered senior to any part-time employee.

4. An employee to be so laid off shall be given two (2) weeks' prior notice of such layoff or two (2) weeks' pay in lieu of notice.

5. An employee shall lose all seniority and other rights under this Agreement, and the employee's relationship to the Publisher shall be terminated for any of the following reasons:

(a) Discharge for just and sufficient cause;

(b) Resignation;

(c) Refusal, while on layoff status, to accept an offer of rehiring into the classification in which the employee worked when laid off;

(d) Failure to return to work at the expiration of a leave of absence, without reasonable excuse.

6. Full-time employees who have completed at least 90 days of employment who are involuntarily terminated as a result of layoffs are eligible to receive severance pay. Severance, when applicable, will be one week of regular pay for each completed year of service or major portion thereof up to a maximum of 15 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, and thereafter, not revoke, the release, waiver, and covenant not to sue attached hereto as Exhibit A.

Part-time employees will be eligible for severance in the event of termination of their employment on the same terms as full-time employees except that severance shall be a fixed amount based upon years of service as follows: less than 1 year, \$200; 1-5 years of service \$500; 6-10 years of service, \$800; 10 plus years of service \$1,200.

## **ARTICLE 7 TRANSFERS AND PROMOTIONS**

1. Any promoted employee may, at his or her request, return to their previous position and pay rate within five (5) days of starting said promotion.

2. (a) Employees who apply for open positions in the News or advertising units will be given first and due consideration for vacancies in higher classifications within the bargaining unit. Notice of all such vacancies shall be posted, in the News and Advertising Departments with a copy to the Guild, ten (10) days in advance of filling the vacancy. Notice of such vacancy shall include a brief description of the job. The employee selected to fill the vacancy shall not be notified until after the expiration of the posting period.

(b) If a vacancy is not filled within ninety (90) days of the expiration of the posting period, and the Publisher later wishes to fill the position, such vacancy will be reposted in accordance with the provisions of Section 3 (a), above.

(c) In order to provide opportunities for promotion and advancement, employees may be offered training or work in higher classifications.

(d) Notice of job vacancies will be posted in both the News and Advertising Bargaining Units.

3. No employee shall in any way be discriminated against for refusing to accept a promotion to a higher classification.

## **ARTICLE 8 DISCHARGE AND DISCIPLINE**

1. The Publisher will have the right to discipline or discharge employees for just and sufficient cause. This includes progressive discipline of verbal warning, written warning, final written warnings and/or suspensions. It is recognized that the severity of any disciplinary action will depend on the nature, type and seriousness of the conduct involved as well as the employees prior personnel record and that Management may use any, all or none of these documented actions.

2. The Guild shall be notified of any disciplinary action taken within 10 business days of its occurrence.

3. Discipline shall be expunged from the personnel file no later than 12 months following its issuance if there aren't any additional related documented disciplinary actions.

4. In the event of discharge for a just and sufficient cause, the employee involved will receive either two (2) weeks' notice of discharge or two (2) weeks' pay in lieu of notice with the exception of a discharge for flagrant misconduct. In any case, both the employee involved and the Guild will be notified as soon as possible in writing of the reasons for the discharge.

## ARTICLE 9 WORKWEEK AND OVERTIME

1. (a) During the General Assembly session, not more than four (4) reporters, assigned to cover the session, not including employees covered in Section 6 of this Article, may be scheduled for a thirty-seven and one-half (37 1/2) hour week spread over four (4) days with three (3) consecutive days off.

(b) By mutual consent any employee and his Supervisor may arrange for individual employees to work a four (4) day, thirty-seven and one-half (37 1/2) hour week at straight time on an occasional or permanent basis. Either the employee or the Supervisor may cancel the agreement by informing the other Party in Writing before the following week's schedule is posted.

2. Any employee recalled to work after the employee's regular working day shall be paid for all time worked, including travel time but not less than 4 hours. An employee called in on a scheduled day off in any week, including a holiday week, shall be paid for all time worked but not less than 4 hours.

3. Normal working days and working hours shall be regularly scheduled and shall be posted on Monday for the following week in all departments and State Staff offices where the schedule changes from week to week. An employee's regular schedule may be changed from time to time and such changed regular schedule may be in effect for one (1) or more days or may be of indefinite duration. An employee shall be given at least seventy-two (72) hours' notice of any change in his or her regular schedule, except in cases of emergency. In case of emergency, an employee's regular schedule may be changed without seventy-two (72) hours' notice, provided that the employee is given reasonable notice. "Emergency" as used herein includes, without limitation, the failure of another employee to work because of illness or other incapacity, or any other exigency which the Publisher could not reasonably have foreseen seventy-two (72) hours before the changed regular schedule takes effect. It is understood that an employee's work schedule will not be changed to avoid payment of overtime on the employee's day off.

4. Employees exempt from the Fair Labor Standards Act shall not be subject to the provisions of this Article. These employees, while generally working on a five (5) day basis, shall be entitled to equivalent time and one-half off, by arrangement with the Publisher, for time worked in excess of a normal five (5) day week.

5. To the extent that such schedule is reasonably feasible, employees will have two (2) consecutive days off each week. Employees will not be required to work more than seven (7) consecutive days.

6. Employees will not be required to report for work on the next succeeding shift without at least a twelve (12) hour rest period, except in cases of emergency as determined solely by the Publisher.

7. (a) Wage hour exempt (WHE) employees are responsible for seeking approval for work in excess of a normal five-day week and for notifying their supervisors promptly of the duration of said work.

8. Daily overtime will not be paid. Overtime will be paid in cash or compensatory time, taken in the same work week, by mutual consent of the manager and the employee. The regular workweek will be 37.5 hours. Overtime will be paid after 40 hours; any work between 37.5 and 40- will be paid at straight time.

## ARTICLE 10 HOLIDAYS

1. (a) Regular full-time employees shall receive ten (10) holidays a year at straight time pay. The recognized holidays are:

New Year's Day  
Memorial Day  
July 4  
Victory Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
and one (1) optional holiday.

(b) The optional holiday will be at the employee's option but must be with the prior approval of the employee's appropriate Supervisor.

(c) In place of the Christmas and New Year's holidays, an employee may, with the prior approval of his or her appropriate Supervisor, substitute another recognized religious holiday of his or her own religion but must notify the Supervisor of this intention at least three (3) weeks prior to the recognized holiday being substituted for, provided the employee's services can be utilized by the Publisher on the recognized holiday that is being substituted for.

2. If an employee works a full day on one of the recognized holidays, the employee shall be entitled to an extra day's pay or, at his or her option, to a compensating day off with pay. If an employee works a portion of one of the recognized holidays, the employee shall receive straight time pay for all hours worked on such holiday in addition to his or her regular pay for the day.

3. If an employee does not work on one of the recognized holidays, but works five (5) other days during the week in which the holiday falls, the employee shall be entitled to receive a compensating day off with pay or an extra day's pay.

4. If one of the recognized holidays falls during an employee's annual vacation, the employee shall receive a compensating day off with pay.

5. When a regular employee who is scheduled to work on a recognized holiday is absent because of injury or sickness, the employee shall receive a compensating day off with pay.

6. In any of the above cases where a compensating day off is elected or called for, the compensating day off shall be assigned by the employee's department head and be as near to the holiday as operating conditions will permit and there is sufficient staff to get out the paper at regular rates.

7. All work performed beyond seven and one-half (7 1/2) hours on any day in a holiday week shall be compensated for at the rate of time and one-half in cash. The provision shall not apply to employees exempt from the Fair Labor Standards Act.



8. A holiday schedule shall be posted at least three months prior to the holiday. The Company shall seek volunteers who, in the sole discretion of the Publisher, are qualified for the work to be performed, before assigning an employee to work on a holiday. No employee shall be required to work more than one of the Thanksgiving, Christmas and New Year's holidays in any holiday season, except in the case of an emergency.

**ARTICLE 11**  
**VACATIONS**

1. The vacation schedule will be arranged by the Publisher to assure satisfactory production. It is agreed that preferable weeks will be granted on the basis of seniority within the working unit of the employee by measuring seniority in Guild jurisdiction jobs. An employee may take at least two (2) weeks of the vacation to which he or she is entitled between May 1 and October 15.

2. Regular full-time employees are eligible to earn and use paid vacation time as determined by the Company in accordance with the following schedule based on eligible length of service. In each calendar year the vacation time for which an employee is eligible will be earned ratably and accrued on a weekly basis throughout the applicable year based on the schedule below:

Tenure	Vacation Allowance
1-5 Years	10 days
6-10 Years	15 days (eligible for additional 5 days on Jan 1 of 6th year of service)
11 years and beyond	20 days (eligible for additional 5 days on Jan 1 of 11th year of service)

In any partial year (including year of hire), the number of vacation days will be pro-rated.

3. Employees are encouraged to schedule their vacation time in accordance with department past practice. Any unscheduled vacation time as of September 1 shall be scheduled by management to avoid employees forfeiting earned vacation time in the calendar year.

4. Paid vacation time can be taken in increments (e.g. one-half (1/2) day of vacation). To take paid vacation, an employee must request advanced approval from his/her Supervisor.

5. Paid vacation time off is paid at an employee's regularly scheduled weekly earnings at the time of vacation.

6. Upon termination of employment, the employee (or in the event of the employee's death, the employee's beneficiary) will be paid for unused vacation time that has been earned through the last day of work. An employee's termination date with the Company will be the last day worked. Paid vacation time will not change the termination date.

7. The Company reserves the right to require the use of paid vacation and/or paid personal/sick time in lieu of unpaid time off unless restricted by State and/or Local regulations.

8. To the extent possible, an employee's return to work schedule for the week following his or her vacation shall be available to the employee prior to the start of vacation.

9. An employee may be required to take the vacation period he/she has chosen; provided, however, in case of illness or in the event of some unforeseen happening whereby the employee would suffer financial loss, the employee, with the consent of his/her supervisor will be allowed to change the vacation period.

10. To the extent practical, an employee's regular days off shall be scheduled to fall immediately preceding and following the employee's vacation days when an employee takes a week of vacation.

## **ARTICLE 12**

### **SICK PAY AND SHORT TERM DISABILITY**

1. An employee shall not forfeit any part of his or her pay because of absence on account of illness up to and including one (1) weeks' time in any calendar which may be used for illness in the immediate family pursuant to the Rhode Island Healthy and Safe Families and Workplaces Act. Additionally, the Company will provide five (5) sick/personal days each January 1. For eligible full-time employees to earn and use in the same calendar year. Earned unused days will be forfeited, may not be carried over to the next year, and will not be paid out at termination.

2. Eligible employees shall qualify for benefits under the Providence Journal Short Term Disability Plan (STD) amended as follows:

(a) STD benefits will be available for all regularly scheduled employees.

(b) STD benefits will be paid from the first day of any period of disability, including accidents or illnesses, that lasts more than one week and qualifies for STD benefits.

(c) Employees will not be disqualified from receiving STD benefits because of self-inflicted injuries.

(d) Employees with less than six (6) months of service at the time of absence shall not be eligible for STD payments.

(e) Employees with more than six (6) months of service at the time of absence shall be eligible for seventy (70) percent of gross pay for up to 26 weeks. Gross pay includes any other disability benefits under any governmental law including TDI, and Social Security Benefits.

(f) Successive periods of disability shall be treated as one period of disability unless an employee has returned to work for at least 90 consecutive days.

(g) For Short Term Disability absences of thirty (30) consecutive days or greater, only the first thirty (30) days of absence shall count as time worked for the purpose of calculating vacation entitlement.

(h) Employees with more than six (6) months of service at the time of absence shall be eligible for seventy (70) percent of gross pay following the birth of a child for a period of six to eight weeks, depending upon the type of delivery. Gross pay includes any other governmental disability benefits, including TDI and Social Security.

3. Medical leave policy shall be in accordance with Article 15, Section 5.

## ARTICLE 13 HEALTH AND SAFETY

1. (a) It is the obligation of the Company to maintain safe working conditions and practices. The Company, Guild and employees agree to strive jointly to prevent workplace accidents and injuries.

(b) The Company's Worker's Compensation and Light Duty Policy shall govern all work place injuries. (Refer to the WC/Light Duty MOA for details)

2. (a) The Publisher and the Guild shall establish a Safety Committee composed of: a Chairperson, a representative of the Publisher responsible for occupational safety and health; three management employees appointed by the Publisher; and three bargaining unit employees, at least one each from the Advertising and News units, appointed by the Guild. A regular, full-time employee of the Local Union may be substituted for the third Guild-appointed bargaining unit employee. The term of the Chairperson shall be indefinite. The terms of the other members shall be one (1) year and members may be reappointed or replaced without limitation.

(b) The Committee shall meet monthly, or more frequently as determined by the Chairperson, and shall be responsible for:

(i) reviewing reports of occupational accidents, injuries, and illnesses involving bargaining unit employees and making recommendations regarding the avoidance of such incidents in the future;

(ii) evaluating and recommending health and safety training needs within the bargaining units and assisting in the implementation of such training;

(iii) reviewing health, safety and ergonomic considerations of bargaining unit employees and making recommendations regarding such considerations; and

(iv) other duties related to occupational safety and health as assigned by the committee Chairperson.

3. Equipment will be maintained at operating levels that **will** prevent undue fatigue and eye strain. Video display screens shall be maintained at the sharpest possible focus settings and with attention to brightness levels and anti-glare configurations, and any other steps needed for efficient and comfortable use should be considered.

4. The physical well-being of Journal Company employees should be protected. Video screens and equipment shall be monitored for radiation emission so that should breakdowns occur in component parts, etc., it would not result in threats to the physical well-being of employees. The Guild will cooperate in any such monitoring the Publisher deems necessary.

5. Sections 3 and 4 above are extracted from the side letter to the collective bargaining agreements dated February 2, 1988, and are placed in Article 13 for the convenience of the employees, not to change the substance of the side letter, which is reproduced in its entirety following the end of this Agreement.

6. The Company currently leases space at its 75 Fountain Street facility from the building owner. As part of the lease agreement the landlord will provide a fitness center in the building for its tenants to use. All Company employees will have access and usage at no cost to the employee. This provision shall only apply as long as the company continues to lease space at 75 Fountain Street or unless the landlord chooses not to offer this benefit in the future.

## **ARTICLE 14 INSURANCE**

I. The Company shall offer eligible full-time employees, those who are scheduled to work thirty (30) hours or more each week, participation in the following health care plans.

(a) Effective January 1, 2014, the Company shall offer the Blue Cross EPO Health Plan as outlined in Addendum #1.

(b) Effective April 1, 2014, the Company shall offer the Blue Cross EPO Health Plan as outlined in Addendum # 2.

2. The Company shall pay seventy-five (75) percent of the premium or premium equivalent cost of medical and dental coverage. Employee premium costs shall be based on four tiers: employee only, employee and spouse, employee and children, and employee and family.

a) Health insurance premiums and plan design including but not limited to benefit levels, co-payments co-insurance, out of pocket maximums and deductibles for Guild employees for calendar year 2018 shall remain at 2017 levels. Health insurance premiums for calendar year 2019 shall remain at 2017 levels, but plan design including benefit levels, co-payments, co-insurance, out of pocket maximums and deductibles shall be equivalent to those offered to non-union employees at the Providence Journal for 2019.

b) Contractual terms or status quo terms regarding health insurance matters other than plan design ("Unaffected Insurance Matters") shall not be impacted and shall remain unchanged. Unaffected Insurance matters shall include but are not limited to existing premium or catch-up subsidies; percentage of premium shares (employer/employee); deductible reimbursements; reimbursements to bargaining unit employees for co-insurance amounts; lump sum payments to employees with alternative health coverage, as well as dental, vision, EAP, life insurance and other insurance coverage.

3. The Company shall offer eligible employees participation in the following benefit plans: Vacation, Holiday, Bereavement Pay, Jury Duty Pay, Life Insurance, Worker's Compensation Insurance, Personal Accident Insurance, Travel Accident Insurance, Sick Pay, Short-Term and Long-Term Disability, Leaves of Absence, Flexible Spending Accounts (FSA), Adoption Assistance, Domestic Partner Benefits and Employee Assistance.

(\* Retiree Life Insurance shall be discontinued effective January 1, 2011. Retirees who were eligible for and received this benefit as of December 31, 2010 will be grandfathered)

4. Full-time employees, those regularly working thirty (30) hours per week, are eligible for all of the plans outlined above in Article 14, number 5.

5. The Company may add different plan(s) or replace these plans with substantially equivalent plans.



6. Plan Descriptions as of January 1, 2014:

Vision:

1. The Company shall offer eligible employees participation in Vision Service Plan for eye exams, frames and lenses. Employees shall be responsible for one-hundred (100) percent of the premium cost.

Life Insurance:

1. Eligible employees shall be covered with group life insurance equal to two (2) times their annual salary. Eligible employees shall be provided a minimum of \$30,000 of life insurance.
2. Eligible employees shall have the option of purchasing supplemental life coverage from one (1) to five (5) times their annual base salary and dependent life insurance coverage.

Personal Accident Insurance:

1. Eligible employees shall have the option of purchasing Personal Accident Insurance coverage between one (1) and six (6) times annual earnings, with a maximum benefit of \$500,000.
2. Eligible employees may purchase Personal Accident Insurance for their families.

Travel Accident Insurance:

Eligible employees shall be provided with Travel Accident Insurance. The death benefit for this plan will be one-and-one-half (1½) times base salary (minimum of \$100,000; maximum of \$300,000) per employee.

Long Term Disability:

Eligible employees, on the first of the month following 12 months of employment, shall be provided Long Term Disability Insurance providing sixty (60) percent replacement income benefit up to a maximum benefit of \$10,000 per month.

Flexible Spending Accounts:

1. Dependent Care Spending: Eligible employees shall be allowed to participate in a dependent care spending account by contributing pre-tax dollars to cover qualified expenses.

The Company will provide a one-hundred (100) percent match, on the employee contribution, up to a maximum of twenty dollars (\$20) per week.

2. (a) Health Care Spending (limited purpose): Eligible employees shall be allowed to participate in a health care spending account by contributing pre-tax dollars to cover qualified dental and vision expenses.

- (b) Effective April 1, 2014, eligible employees shall be allowed to participate in a medical-

only spending account by contributing pre-tax dollars to cover qualified medical expenses. The limited purpose Health Care Spending Account outlined in 2 (a) will not be available for new participants on April 1 nor can the current calendar year election be changed (increased or decreased) or cancelled during the calendar year unless as a result of a qualifying family status change.

(c) The total contributions made by eligible employees into the limited purpose and medical health care spending accounts shall not exceed the IRS limit of \$2,500.

#### Adoption Assistance:

1. The Company shall reimburse eligible employees up to \$3,000 of eligible expenses associated with adoption. The lifetime maximum benefit available per family is \$9,000.

2. Eligible employees with at least twelve (12) months of employment at the time the child is placed in the home are covered by this policy.

#### Domestic Partner Benefit:

1. The Company shall provide medical, dental and vision coverage to domestic partners of eligible employees. Dependent children of domestic partners shall be covered under this benefit. To establish a domestic partnership, an employee must submit an affidavit verifying that all of the following criteria have been met:

- a. Share a close personal relationship and be responsible for each other's welfare;
- b. Lives with employee in the same residence
- c. Is the only domestic partner of the employee and intends to remain so indefinitely.
- d. Is not related to employee by blood or degree of closeness that would prohibit legal marriage
- e. Is at least 18 years old and competent to contract under law.

#### Employee Assistance:

The Company shall provide a confidential employee assistance plan that offers behavioral health care assistance to employees and their dependents. The plan will provide phone support twenty-four (24) hours a day and will cover up to six (6) visits with a local counselor.

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

1. By arrangement with the Publisher, employees may be granted leaves of absence. Such leaves shall not constitute breaks in continuity of service, but shall not be construed as service time. An employee granted a leave of absence of up to six (6) months shall be entitled to the full vacation credit set forth in Article 11. An employee granted a leave of absence of over six (6) months shall be entitled to the vacation credit set forth in Article 11 pro-rated in accordance with the number of weeks worked since the previous July 1. For all medical leaves, only the first thirty (30) days of absence shall count as time worked for the purpose of calculating vacation entitlement.

2. (a) In the event an employee is elected or appointed to any The Newspaper Guild or AFL-CIO

office or position of any Regional or Local office or position of The Newspaper Guild or AFL-CIO, such an employee shall be given a leave of absence without pay should he or she request the leave.

(b) Employees shall give one (1) month's notification to management of such request for leave.

(c) Such leaves shall not exceed one (1) year unless by agreement with the Publisher.

(d) The foregoing shall apply to delegates to The Newspaper Guild and AFL-CIO Conventions, National, Regional and Local, or to delegates to the meetings of The Newspaper Guild.

(e) The Publisher will allow one (1) leave of absence for an employee from the local Union appointed to local office or position for a period of time not to exceed the duration of this Agreement.

(f) Such leaves shall not constitute a break in continuity of service but shall not be construed as service time.

3. An employee is entitled to take an unpaid leave of absence equal to the number of weeks vacation he or she is entitled to, by arrangement with and approval of his or her Supervisor.

4. (a) At the request of the employee, parental leave up to twelve (12) months shall be granted without pay to any full-time employee of one (1) year or more of service with the Publisher. This provision shall not affect whatever rights the employee may have to sick leave under Article 12. An employee returning from a parental leave shall give at least four (4) weeks' advance notice. An employee may, with four weeks' advance notice, request an extension of a parental leave, but in no case shall the total leave time exceed one year. The employee shall have the right to return to his or her former job at the conclusion of the leave.

(b) Part-time employees with one (1) or more years of continuous service shall be entitled to thirteen (13) weeks' parental leave without pay. A part-time employee returning from a parental leave shall give at least four (4) weeks' advance notice of his or her return. The employee shall have the right to return to his or her former job at the conclusion of the leave.

(c) The provisions of this article shall apply equally to the birth or legal adoption of a child.

(d) A full-time employee returning from a parental leave, may return to work on a part-time basis provided:

- i) The employee gives four (4) weeks' advance written notice of his or her intent to return to work part-time;
- ii) Part-time work is available in the returning employee's classification and in the sole opinion of the Publisher, the employee is qualified to perform the available work;
- iii) The aggregate period of leave and part-time work shall not exceed one (1) year;
- iv) The employee shall work a minimum thirty (30) hours per week;
- v) The employee, with four (4) weeks' advance written notice, shall have the right to

return to his or her former job at the conclusion of the part-time work.

(e) Application for parental leave shall be on a form mutually agreed upon between the Guild and the Company.

5. (a) Employees (for purposes of Section 5, the term employee includes irregular extras) who have completed ninety (90) days of service but who have less than two (2) years of service may be granted a medical leave of absence with additional extensions, if necessary, of up to three (3) total months.

(b) Employees with two (2) or more years of service but who have less than five (5) years of service may be granted a medical leave of absence with additional extensions, if necessary, of up to six (6) total months.

(c) Employees with five (5) or more years of service may be granted a medical leave of absence with additional extensions, if necessary, of up to twelve (12) total months.

(d) Employees who are absent from work because of sickness or injury for more than five (5) consecutive work days must apply for a medical leave of absence for all days out of work after the fifth consecutive work day of absence.

(e) Employees who have used medical leave time in accordance with this policy, will restore such used time by receiving one (1) month of restoration credit for each month of work following the end of that employee's medical leave of absence, up to the maximum credit allowed based on the employee's service with the Company as described above.

(f) Employees applying for a medical leave of absence must be under the direct care of a physician and must submit medical certification directly to the Company's Human Resources Department. Employees may be required to undergo periodic medical examinations by a physician designated by the Providence Journal Company in order to ascertain the employee's condition.

(g) Without limitation to rights expressed in Section 1 of this Article, personal leave of absence without pay for a period normally not to exceed sixty (60) days may be granted by the Company for urgent personal reasons to employees with at least six (6) months of continuous service. Requests for a personal leave of absence must be made in writing to the employee's supervisor and the Director of Human Resources. Such request will be decided upon its own merit at the sole discretion of the Company.

(h) Length of continuous service for the purposes of this policy shall be computed from the original date of hire. Length of continuous service will be broken by the following:

i) Absence from work for more than three (3) consecutive days without notice to the Company;

ii) Voluntary termination or resignation by the employee;

iii) Discharge for cause;

iv) Failure to return to work upon expiration of an approved leave of absence or the extension of an approved leave of absence.



## **ARTICLE 16 MILITARY SERVICE**

1. A leave of absence shall be granted to any employee who leaves a position other than temporary to enter military service, and such employee shall be entitled to all re-employment rights and other benefits under the Universal Military Training and Service Act of 1951 and any amendments thereto.
2. A regular employee with six (6) months of service will be granted a leave of absence for the purpose of attending annual military training with a recognized military unit of the State or Federal Armed Forces, and will, upon application and presentation of proper evidence, be paid the difference, if any, between military earnings and the earnings he or she would have received from the Publisher during the period of temporary military duties but not to exceed two (2) weeks in any current year, plus reasonable time for travel. Any entitlements or emoluments, other than earnings, which a member of the military shall receive by virtue of his or her rank, shall not be counted as military earnings in the application of this section.
3. Leaves of absence shall be granted to employees called to duty for emergency service in connection with conditions caused by natural phenomena or acts of man, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marine, Air Force or Coast Guard Reserve. All of the above provisions shall apply to all such service herein. Resumption of work after such service shall be made within a reasonable time, including reasonable time for travel. During the period of temporary military duties under this section, the employee shall be paid the difference, if any, between military earnings and the earnings the employee would have received from the Publisher during the period of temporary duties, not to exceed two (2) weeks in any current year. Any entitlements or emoluments, other than earnings, which an employee shall receive by virtue of rank, shall not be counted as military earnings in the application of this section.

## **ARTICLE 17 PART-TIME AND IRREGULAR EXTRA EMPLOYEES**

1. A part-time employee is one who is hired to work regularly less than eighty-five percent (85%) of the work week provided for in this Agreement.
2. Part-time employees shall be paid on an hourly basis not less than the hourly rate of the weekly minimum salary provided for their classification and experience on the j6b or in similar work. Progression for experience rating shall be applied on a pro-rata basis, counting all hours worked up to a maximum of thirty-seven and one-half (37 1/2) hours per week, but in any event a part-time employee shall progress to the next step in at least two (2) years.
3. (a) An irregular extra is one employed:
  - (i) for a special project for a specified time not to exceed three (3) consecutive calendar months; or
  - (ii) as a vacation relief; or
  - (iii) as a relief for an employee absent for any reason; or
  - (iv) for a tryout not to exceed three (3) consecutive calendar weeks; or

- (v) during news and editorial-related situations that occur without regularity; or
- (vi) to cover vacancies for up to three (3) consecutive calendar months, unless the Publisher can demonstrate that a diligent, bona-fide effort to fill the position has been unsuccessful, in which case the Publisher may use irregular extras to fill vacant positions for an additional period not to exceed six (6) months from the date of the original posting, provided a bona-fide recruiting effort is maintained; or
- (vii) to replace any employee on a leave of absence for the duration of the leave.

(b) Irregular extras are those formerly known as temporary employees.

(c) If an irregular extra whose employment has been terminated is, at some later date, re-employed as an irregular extra, all hours previously credited to him or her shall be counted wherever the number of such hours is applicable to benefits.

(d) If an irregular extra is subsequently employed as a part-time or regular full-time employee, all hours worked as an irregular extra shall be credited to him or her wherever the amount of time worked is applicable to benefits and for the purpose of determining the appropriate probation period. In addition, hours worked as an irregular extra shall be taken into account in determining the experience rating. In determining vacation entitlement, the employee shall receive no less than his or her entitlement under section 5 (b), (c) or (d).

(e) Irregular extras shall be paid on a basis not less than the hourly rate or the weekly minimum salary provided for their classification and experience on the job or in similar work.

(f) Progression of irregular extras for experience rating shall be applied on a pro-rata basis.

4. No regular, full-time employee shall be displaced by a part-time employee or employees and/or by an irregular extra or extras.

5. (a) Irregular extras who have completed four hundred sixty-eight (468) hours of work, and any part-time employees, shall be entitled to pro-rata pay for the holidays recognized in Article 10 of this Agreement. Pro-rata holiday pay shall be based, in the case of part-time employees, upon the number of hours in the part-time employee's regular work week as compared to thirty-seven and one-half (37 1/2); and, in the case of irregular extras, at the rate of one (1) hour's pay for each twenty-three and six-tenths (23 6/10) hours of work or fraction thereof. In no case shall a part-time employee receive less than their regularly scheduled straight-time pay during a holiday week.

(b) Irregular extras who have completed four hundred sixty-eight (468) hours of work shall be entitled to a pro-rata share of vacation pay at the rate of one (1) hour's pay for each twenty-three and one-half (23 1/2) hours of work, or fraction thereof.

(c) Irregular extras who have continuously been on the payroll for five (5) years as of July 1 of the year for which vacation is paid shall be entitled to a pro-rata share of vacation pay at the rate of one (1) hour's pay for each seventeen and one-third (17.33) hours of work, or fraction thereof.

(d) Irregular extras who have continuously been on the payroll for ten (10) years or more as of July 1 of the year for which vacation is paid shall be entitled to a pro-rata share of vacation pay at the rate of one (1) hour's pay for each thirteen (13) hours of work, or fraction thereof.

(e) Irregular extras who have completed five (5) continuous years of employment and who have worked in each of two hundred twenty-one (221) weeks in a two hundred sixty (260) consecutive week period shall be offered, on a one-time basis, regularly scheduled employment equal to the average number of hours worked each week during the two hundred twenty-one (221) week period.

6. Part-time employees shall be entitled to receive a pro-rata share of the vacation pay and sickness benefits as provided elsewhere in this Agreement. The pro-rata share in each case shall be based upon the number of hours in a part-time employee's regular workweek as compared to thirty-seven and one-half (37 1/2).

7. Irregular extras who have a year's service or who have completed 1,000 hours of work shall be offered available work in their classification prior to irregular extras with less than one (1) year or 1,000 hours of service.

8. The Publisher may use agency temporaries in situations where the collective bargaining agreement permits the use of irregular extras.

9. The Publisher will review cases of continuous usage of agency temporaries of eight (8) weeks or more in the same situation or involving the same individual to determine if hiring irregular extras is appropriate.

## **ARTICLE 18 WAGES**

1. Effective January 1, 2014 and annually thereafter, minimum salaries for each classification shall be increased by the same percentage general wage increase as may be granted by the Company to the Teamsters and Pressmen's Unions, whichever is greater.

2. The Company will pay a one-time signing bonus in the gross amount of \$500, less applicable deductions, to all regular full-time bargaining unit employees (\$250, less applicable deductions, to part-time employees) on the active payroll as of the date of ratification of this Agreement, to be paid within thirty (30) days of the signing of this Agreement if ratification occurs before July 31, 2019.

### **A. PROFIT PERFORMANCE BONUS PLAN**

Bargaining unit employees shall be included in the Company's Profit Performance Bonus plan. The decision to pay a bonus and/or the amount of a bonus shall be within the sole discretion of the Company and not subject to contractual grievance or arbitration procedures. If the Company decides to pay a bonus, it shall be paid to bargaining unit employees on the same basis as other employees of the Company.

## B. GENERAL WAGE PROVISIONS

### GUILD ADVERTISING UNION PAY GRID

		Step 1	Step 2	Step 3	Step 4	Step 5
Advertising Billing Specialist	9/1/2018	\$17.99	\$22.26	\$24.80	\$27.30	
	10/1/2019	\$18.30	\$22.65	\$25.23	\$27.78	
Advertising Operations Coordinator	9/1/2018	\$20.48	\$26.35	\$29.02	\$29.69	
	10/1/2019	\$20.84	\$26.81	\$29.53	\$30.21	
Digital Account Coordinator	9/1/2018	\$20.48	\$26.35	\$29.02	\$29.69	
	10/1/2019	\$20.84	\$26.81	\$29.53	\$30.21	
Digital Account Executive	9/1/2018	\$20.55	\$25.67	\$28.74	\$31.82	\$35.02
	10/1/2019	\$20.91	\$26.12	\$29.24	\$32.38	\$35.63
Digital Strategist	9/1/2018	\$25.00	\$27.50	\$30.25	\$33.33	
	10/1/2019	\$25.44	\$27.98	\$30.78	\$33.91	
Marketing Associate	9/1/2018	\$14.59	\$18.43	\$20.35	\$22.96	
	10/1/2019	\$14.85	\$18.75	\$20.71	\$23.36	
MMAE	9/1/2018	\$20.55	\$25.67	\$28.74	\$31.82	\$35.02
	10/1/2019	\$20.91	\$26.12	\$29.24	\$32.38	\$35.63
MMAE-Tier 2	9/1/2018	\$17.01	\$20.59	\$22.68	\$24.88	
	10/1/2019	\$17.31	\$20.95	\$23.08	\$25.32	



## GUILD NEWS UNION PAY GRID

		Step 1	Step 2	Step 3	Step 4	Step 5
Columnist	9/1/2018	\$30.58	\$35.99			
	10/1/2019	\$31.12	\$36.62			
Copy Editor	9/1/2018	\$26.43	\$30.68	\$32.79	\$35.64	
	10/1/2019	\$26.89	\$31.22	\$33.37	\$36.27	
Department Assistant	9/1/2018	\$15.99	\$18.77	\$20.12	\$21.47	\$23.13
	10/1/2019	\$16.27	\$19.09	\$20.47	\$21.85	\$23.53
Graphic Artist	9/1/2018	\$19.59	\$24.51	\$27.72	\$30.83	\$34.20
	10/1/2019	\$19.94	\$24.94	\$28.21	\$31.36	\$34.80
Metro Reporter	9/1/2018	\$19.59	\$24.51	\$27.72	\$30.83	\$34.20
	10/1/2019	\$19.94	\$24.94	\$28.21	\$31.36	\$34.80
News Online Producer	9/1/2018	\$30.38	\$35.02	\$37.47		
	10/1/2019	\$30.91	\$35.63	\$38.13		
Photographer	9/1/2018	\$19.59	\$24.51	\$27.72	\$30.83	\$34.20
	10/1/2019	\$19.94	\$24.94	\$28.21	\$31.36	\$34.80
Section Editor	9/1/2018	\$30.38	\$35.02	\$37.47		
	10/1/2019	\$30.91	\$35.63	\$38.13		
Source Editor	9/1/2018	\$30.38	\$35.02	\$37.47		
	10/1/2019	\$30.91	\$35.63	\$38.13		
Sports Reporter	9/1/2018	\$19.59	\$24.51	\$27.72	\$30.83	\$34.20
	10/1/2019	\$19.94	\$24.94	\$28.21	\$31.36	\$34.80

1. During the term of this Agreement, all covered employees who have rates in excess of the minimums for their classification and experience rating will maintain their differential in percentage over such minimums while they remain in that classification and experience rating. As a result of the institution of the minimum salaries in Article 18, no employee will receive an increase which is less than the scale increase for his or her classification and experience rating.
2. There shall be no reduction in earnings during this Agreement except in the following cases:
  - (a) Transfer to a lower classification due to inability to perform the required work.
  - (b) Voluntary transfer to a lower classification at the written request of an employee.
3. Employees transferred involuntarily to lower classifications for reasons other than those provided for in Article 18, Section E 2 and Article 7, Section 6, shall retain their current rate of pay at the time of the transfer.
4. Either party to this Agreement may employ the Grievance Procedure for the purpose of negotiating a new classification for employees who otherwise might be subject to disciplinary action, or whose capabilities have been impaired, or whose work has been changed as the result of new processes or assignments.
5. (a) An employee in a lower classification assigned to and working as a substitute in any of the positions listed in the following table for one-half or more of his or her shift shall receive an extra per

diem allowance as set forth in this table:

	Title	Eff. 09/01/18	Eff 10/01/19	Thereafter increase by same rate as general increase
A	Managing Editors	27.04	27.51	
B	News Editors	21.68	22.06	
C	City Editor Sports Editor Financial Editor State News Editor Special Features Editor Telegraph Editor Programming Manager National Advertising Manager Sales Director	18.13	18.45	
D	Chief Photographer Librarian Chief Artist Associate Managing Editors Classified Office Manager Asst. Data Proc Mgr-Operation Classification Sales Manager Telephone Room Manager	15.45	15.72	
E	Regional News Editor Systems Editor Assistant City Editor Sunday and Holiday Day City Editor Other positions excluded under Article 1	14.44	14.70	
F	Secretary Confidential Secretaries	6.35	6.46	

5. (b) An Employee assigned to and working as a substitute in a higher classification not listed in the foregoing table will be paid an extra per diem allowance based upon the difference between his or her present minimum and the next higher minimum in the classification in which he or she is assigned, which allowance shall be not less than three dollars and fifteen cents (\$3.15) per diem. The minimum amount shall be increased annually by the same percentage as the general wage increase: eff 09/01/18 1%, eff 10/01/19 1.75%.

(c) An employee shall not be required to substitute in a position outside the bargaining unit without his or her consent.

6. (a) The minimum salary provisions shall give credit for experience in comparable positions elsewhere.

(b) Successful completion of each school year at an accredited graduate school of journalism shall be equal to one (1) year's experience, up to two (2) years, when computing an employee's experience rating.

(c) No claim that an employee has not been given the proper experience rating need be recognized or considered unless it is submitted by or on behalf of such employee in writing to the Publisher within ninety (90) days after the written lists provided for in Article 3, Sections 1 and 4 have been furnished to the Guild.

7. (a) Any employee covered by this Agreement, or any irregular extra, who works a majority of his or her hours between 6:00 p.m. and 6:00 a.m. shall receive five percent (5%) of his or her regular daily pay rate per workday, or two dollars (\$2.00), whichever is the greater, in addition to his or her salary for each night on which he or she works this shift.

(b) Any employee whose entire workweek is regularly scheduled in accordance with the provisions set forth in Section 7(a), above, shall receive the night shift differential for absences due to vacation, sickness, holidays, jury duty and bereavement, provided they are so scheduled at the time the absences occur.

8. (a) The Publisher shall have the exclusive and unilateral right to institute, modify, suspend or terminate sales incentive plans at any time. No such incentive plan may be terminated prior to any expiration date set forth therein.

(b) Sales incentive plan goals shall be provided to employees within ten (10) business days of the start of the measurable period. The Publisher shall have the exclusive and unilateral right to modify or change such goals during the measurable period.

(c) The Guild shall have recourse to the grievance procedure only concerning calculation of incentive compensation under the terms of any such incentive plan or plans as set forth above.

(d) The Company will meet quarterly with Guild sales committee members, no more than three (3), to discuss and consider suggestions related to incentive plans.

9. It is agreed, effective January 1, 1994, the Washington Bureau Allowance is increased to one hundred fifty dollars (\$150.00) per week.

10. Production of online ads (banners and tiles) developed using standard Pre-publishing software, will be performed by Pre-publishing Specialists. An Employee producing animated ads using software and tools not currently used in production of print ads, e.g. Flash, shall be paid at the Online Producer rate provided that he or she works one-half or more of the shift in the higher classification.

## **C. PERFORMANCE BONUS PLAN**

a. The Publisher shall have the right to grant lump sum discretionary bonuses to employees covered by this Agreement.

b. Any such bonus payments shall:

- i. be intended for, but not necessarily limited to, recognition for superior job performance.
- ii. be at the sole discretion of the Publisher.
- iii. not be subject to Article 5, provided, however, any such bonuses shall not result in

violation of any state or federal Civil Rights laws. not be added to an employee's base pay or used in the computation of any overtime payments.

c. The Publisher shall notify the Guild of the names of employees receiving bonuses and the amount of bonuses paid.

## **ARTICLE 19 EXPENSES AND EQUIPMENT**

1. The Publisher shall pay all legitimate expenses incurred by the employees in the performance of their duties, provided such expenses are first authorized or later approved by the Publisher.

2. Necessary working equipment authorized by the Publisher shall be provided to employees and paid for by the Publisher.

3. (a) Employees who are regularly required to maintain an automobile for use in the performance of their duties shall be compensated for such use by payment of a flat minimum allowance for all weeks worked and during paid vacations as follows:

Effective Date	Flat Allowance	Covered Miles
Date of Agreement	\$ 50.00	150

Additionally, the employee shall receive the full daily car allowance for the first ten (10) days of each absence for which the Publisher pays sick leave and one-half (1/2) the full daily car allowance for each such additional day; provided, that the full car allowance shall not be paid for any consecutive absence of two (2) weeks or more that is not separated by at least ninety (90) days from a prior period of at least two (2) weeks of absence for which the full car allowance was paid.

(b) Additional compensation at the rate provided for in Section 6, below, shall be paid for all miles in any one (1) week in excess of the covered miles set forth in Section 3(a), above.

(c) The Publisher shall continue to pay the contribution now being paid to employees to offset the additional insurance premium paid due to use of an automobile for business purposes.

(d) The following parking provisions shall be implemented below:

(i) Through December 31, 2014, the Company will offer free parking spaces to full-time bargaining unit employees, those who are scheduled to work thirty (30) hours or more each week, and whose worksite is the Company's Fountain Street building. The maximum number of spaces required to be offered is 65 on a first-come first-served basis among the spaces that may be available each day at either the Fountain Street Parking Lot or at the Eddy Street Parking Lot. These spaces will be allocated by seniority among eligible employees. The Company may offer additional parking spaces at its sole discretion and with no continuing obligation.

(ii) The Company will also continue to offer free parking to outside sales representatives, photographers and reporters assigned to the Breaking News Team.



(iii) The Company will offer up to a total of 35 free monthly bus passes for employees to commute to work, the passes to be allocated based on seniority.

4. Employees who use their automobile occasionally in the performance of their duties and do not receive a flat allowance shall be compensated for such use on such occasions as they are authorized to use it at the maximum rate per mile allowed by the Internal Revenue Service.

5. Personal car mileage for Guild employees will be the same amount as that paid to non-union employees. The current reimbursement rate is .33 per mile.

## **ARTICLE 20 RETIREMENT PLANS**

1. The G.B. Dealey Pension Plan will be frozen as of March 31, 2007. Implementation of the Pension Plan freeze will mean that after March 31, 2007, no additional Pension Plan benefits will accrue or continue to grow. Pension Plan participants will maintain the accrued benefit as of the effective date of the freeze.

2. Pension Plan participants who make the transition on March 31, 2007 will:

- (a) Be given five additional years of pension credit as of March 31, 2007 for purposes of calculating their Pension Plan benefits. This will immediately and significantly enhance the Pension Plan benefit each participant will be eligible to receive upon retirement.
- (b) Participants who remain employed at the end of the applicable calendar year period will be paid a Pension Transition Supplemental cash contribution to be deposited into a personal 401(k) account no later than 90 days following the end of the applicable period as designated below. To remain eligible for the Pension Transition Supplemental payment, participants must remain employed through the end of the designated period.

### **PERIODS FOR PENSION TRANSITION SUPPLEMENTAL PAYMENTS**

April 1, 2007 through December 31, 2007  
January 1, 2008 through December 31, 2008  
January 1, 2009 through December 31, 2009  
January 1, 2010 through December 31, 2010  
January 1, 2011 through December 31, 2011  
January 1, 2012 through March 31, 2012

- (c) The Pension Transition Supplemental amount is based on the participant's age, credited service and eligible pay. The intention is to make up the growth the Pension Plan benefit would have had over each of those five years.
- (d) See Memorandum of Agreement No. 19 dated December 15, 2010 for an updated agreement of payment terms which supersede those contained in Article 20 paragraph 2(b)

3. Pension Plan participants who participate in the Pension Plan freeze and become eligible for the transition benefits of five additional years of service and five years of eligibility to receive Pension Transition Supplements will also become eligible, as of March 31, 2007, to receive both an enhanced 401(k) Company match and an automatic Company contribution to their Belo Savings Plan accounts. Specifically, these features are:

- (a) Automatic Company Contribution: Effective April 1, 2007, the Company will contribute 2% of eligible compensation to each participant's Belo Savings Plan account whether or not the participant elects any personal deferral. (No such Company contributions exist for those accruing a Pension Plan benefit as of March 31, 2007.)
- (b) Increased Company Match: Effective April 1, 2007, the Company will match 75 cents for each dollar the Participant contributes, up to the first six percent of eligible compensation.

4. In addition, as of January 1, 2007, both match and Company contributions to the Belo Savings Plan will be made in cash (as opposed to Belo stock).

5. Bargaining unit employees hired or rehired on or after July 1, 2004 shall be eligible to participate in the Belo Savings Plan with the "The Star Plan" match and Company contribution as described in paragraphs 3 (a) and (b) above.

6. The Company shall have the right to modify, terminate or amend its retirement plans at its sole discretion as long as such actions apply to both bargaining unit and unrepresented employees.

## **ARTICLE 21 MISCELLANEOUS**

1. The Publisher agrees to provide bulletin board space in all departments and state staff offices, except one and two-employee offices, for the use of the Guild for material approved by a Guild officer and relating to the normal conduct of Guild business.

2. (a) In the event of a death in an employee's immediate family, (husband, wife, sister, brother, father, father-in-law, mother, mother-in-law, step-parent, son or daughter, step- child, grandchild), the employee will be allowed three (3) days' absence from work, without loss of pay, for the purpose of attending the funeral services and making necessary arrangements therefore.

(b) In the event of the death of an employee's grandparent or grandchild, the employee will be allowed one (1) day's absence from work without loss of pay to attend the funeral services.

3. Any regular employee who is required by law to serve on a State or Federal jury or to testify before a State or Federal court at a trial or hearing in the public interest will not be required to work a shift on any day the employee is required to serve as a juror or appear as a witness. The employee will be paid for each schedule not worked because of such service, the difference between remuneration received for such service and straight-time payment for each regular schedule not worked because of such service. The employee will present to the Supervisor evidence of payment by the court for the employee's service as a juror or a witness.

4. No employee except a Photographer or member of the State Staff shall be required as a condition of his or her employment to use a camera.

5. (a) The Guild and the Publisher jointly recognize their responsibility to maintain the integrity of their product. The right of the Publisher to question the propriety of any present or proposed outside activities or services is recognized by the Guild.

(b) Employees are free to contribute their services to non-competing newspapers and other publications, or radio-TV interests outside of the New England area, provided Publisher time is not consumed, nor the Publisher's legitimate business interest infringed upon, and provided the employee's connection with the Publisher is not exploited without specific permission.

(c) Employees shall inform the Publisher of their participation in any present or proposed outside activities or services which in any way resemble the work the employee performs for the Publisher. The Publisher will determine if the employee's activities or services present a conflict of interest. Disputes arising from the interpretation of this section shall be subject to the grievance procedure. All news stories, feature matter or pictures produced on Publisher's assignment and time or with Publisher's equipment or material shall become the sole property of the Publisher. It is recognized that it has been the practice of the Publisher, under various circumstances, to permit employees directly responsible for the production of feature articles or pictures to receive compensation from outside publishers to whom the Publisher has released such articles or pictures for publication. It is understood that such practice shall continue in effect.

6. a. Employees covered by this cba shall begin using ADP Vantage time keeping/HRIS system to enter their start of shift, end of shift, and in/out for their unpaid meal period beginning January 2018. It is agreed that this new system is being used to track time worked. As is the current practice, employees will continue to utilize the "honor system". Managers may override the system if employees forget to record their time, make an error, or have other issues. Employees will review and approve their time prior to submitting for management's final review and processing.

b. The Employer may at its discretion change paydays and pay periods provided that the employer shall provide thirty (30) days advanced notice to the employees and the union and, provided further, that paydays shall not be less than biweekly. The parties agree that during the thirty (30) day advanced notice period, to discuss any individual negative consequences from such changes and potential individual assistance to affected employees.

7. The Publisher and the Guild agree to share equally the expense of printing sufficient copies of this contract to provide one for each present employee, for each employee subsequently hired during the life of the contract and a reasonable number for the unrestricted use of the Publisher and the Guild.

8. An employee's byline or credit line shall not be used over his or her protest provided the protest is registered at the time the item is submitted. When major editing changes are made, the appropriate editor will make reasonable effort to discuss the changes with the reporter who wrote the story prior to its publication.

9. The Publisher agrees to furnish an employee and the Guild with copies of all written reprimands and letters of commendation which are placed in the employee's personnel file and may be subsequently used for the purpose of discipline or reward. (The provisions of this Section shall be applicable only to letters of reprimand or commendation issued after the ratification date of this Agreement.) The employee and/or the Guild shall be allowed to place in such file a response to any such written reprimands or letters of commendation. No written reprimands now in the files or hereafter issued



shall have any effect after a period of twelve (12) months during which there are no intervening reprimands.

10. Job sharing arrangements may be made at the sole discretion of the Publisher. Such job sharing arrangements shall involve two employees, who will share a full-time job. Prior to the beginning of a job sharing arrangement, the employees and the Company shall agree in writing how hours and benefits shall be divided. The Guild shall be provided with a copy of any job sharing agreements. Upon conclusion of the job-sharing, the affected employees shall return to their former jobs. For purposes of layoff, job sharing employees shall be treated as full-time employees.

11. During working hours bargaining unit employees may be required to complete training with respect to the Company's Code of Conduct, Harassment Policy, and News Room handbook. Employees, at the Company's discretion, may be required to sign for and acknowledge the completion or training and/or the receipt of these policies. The Guild reserves the right to challenge the application of any provision of these policies and/or whether discipline is for just cause.

## **ARTICLE 22 DIVERSITY COMMITTEE**

In order to encourage diversity in the workforce, an advisory committee known as the Diversity Committee will be composed of three (3) members of management designated by the Publisher and three (3) employees from the bargaining unit designated by the Guild. A regular, full-time employee of the local Union may be substituted for one (1) of the three (3) Guild- designated representatives.

## **ARTICLE 23 DISCLOSURE**

1. The Providence Journal, believing that a free press gathers news without external pressures, and the Guild, believing that a news employee should be responsible in his or her work only to his or her conscience and his or her employer, agree that protection of a news employee's security is of prime importance to his or her work. The Publisher and the Guild further agree that:

(a) When any request is made via Federal, State or Municipal Court, grand jury, administrative agency, governmental department, government commission, or legislative body for the production or disclosure of confidential information or confidential news sources utilized by any reporter, photographer, editor, writer or any other regular employee directly engaged in the gathering of news for the Providence Journal and when such employee has notified the Publisher of such request, the Publisher will arrange for prompt legal guidance and assistance for the employee through the Publisher's legal counsel. In such cases where the employee can reasonably foresee that his or her work may result in the need for assistance under the provisions of this Article he or she must secure the advance permission of the Publisher before proceeding, and shall not be protected under the provisions of this Article if he or she proceeds after permission is denied.

(b) An employee so represented in any such proceeding by the Publisher's legal counsel shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action except to the extent that such employee has taken a course of action contrary to the advice of counsel.

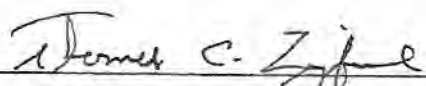


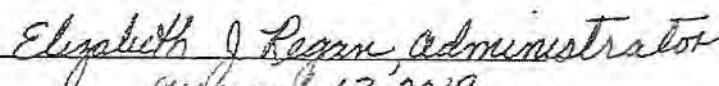
**ARTICLE 24  
DURATION**

1. This agreement shall continue in full force and effect to and including December 1, 2020.
2. If either Party hereto wishes to propose a new contract to take the place of this one upon its expiration date, it shall notify the other Party in writing of its wishes sixty (60) days prior to December 2, 2020, and accompany the notice with a statement in detail of changes desired. The respondent may, within twenty-five (25) days, formulate a counterproposal setting forth the conditions it will seek to establish. If no counterproposal is filed, the existing contract shall be considered to be the respondent Party's counterproposal.
3. If either Party wishes to make amendments to this contract upon its termination and a new contract has not been signed by December 2, 2020, and if there is a change in the wage scale, it is agreed by both Parties that retroactivity, as affecting wages, shall apply for a period not to exceed ninety (90) days beyond December 2, 2020. Any application of retroactivity to wages after the ninety (90) day period herein referred to must be mutually agreed upon by both Parties when a new contract is signed.
4. The terms of Article 2, Section 4 (Dues Checkoff), Article 2, Section 5 (Union Security); Article 5 (Grievance Arbitration and No Strike); and Article 18 (Wages), Section 2 shall remain in effect until such negotiations are lawfully terminated.

THE PROVIDENCE JOURNAL COMPANY

THE PROVIDENCE NEWSPAPER GUILD

  
August 20, 2019

 Administrator  
August 13, 2019

**MEMORANDUM OF AGREEMENT - No. 1**

The Company and the Guild agree to add the job of Specialty Product Sales Representative to Advertising Classification No. 9, as follows:

(1) Not more than five (5) such positions may be filled during the term of this Agreement. Three (3) of the five (5) positions may be filled in 1994.

(2) Such sales people shall be limited to selling advertising to unassigned accounts and to accounts which have not advertised in the Journal-Bulletin during the preceding twelve (12) months, provided however such accounts have not been solicited by an Advertising Sales Representative during that period of time and to accounts transferred at the request of the individual Advertising Sales Representative and approved by the appropriate manager.

(3) Present employees promoted to Specialty Product Sales Representative shall be placed at not less than the "I" year experience rating.

(4) No regular, full-time, Advertising Sales Representative shall be displaced by a Specialty Product Sales Representative.

(5) Employment of Specialty Product Salespersons shall have no effect on the design of Advertising Sales Representative incentive plans.

(6) The Company shall set sales goals for these positions, and incentives shall be paid as follows:

Three percent (3 %) commission on all sales revenues up to the sales goal;

Five percent (5 %) commission on all sales revenues in excess of the sales goal;

Seven percent (7 %) on all sales revenues on accounts which have not advertised in the Journal-Bulletin in the preceding twelve (12) months.

(7) New accounts obtained by a Specialty Product Sales Representative shall remain with that sales person for a period not to exceed twelve (12) months, after which said account shall be assigned to an Advertising Sales Representative.

#### **MEMORANDUM OF AGREEMENT - No. 2**

1. The Publisher shall offer direct deposit of employees' earnings, on a voluntary basis. To facilitate payroll preparation and transmission of direct deposit funds, the biweekly pay day for all employees shall be Friday for all wages from the previous week.

#### **MEMORANDUM OF AGREEMENT - No. 3**

Work for new business ventures established after November 1, 1992, including but not limited to "Town Crier" and "Goodlife", may be performed by subcontractors and/or non-bargaining unit employees, provided the use of subcontractors and/or non-bargaining unit employees does not cause the layoff of any bargaining unit employees.

"The Meeting Place" may continue to be subcontracted for the term of the current Collective Bargaining Agreement.

This Agreement shall expire co-terminus with the current Collective Bargaining Agreement.

#### **MEMORANDUM OF AGREEMENT - No. 4**

The Company and the Union agree to establish a two-year Post Graduate Intern Program under the following conditions:

1. Applicants for the program shall:

A. Have no more than six (6) months of professional newspaper writing experience, exclusive of any experience gained in an academic setting or a summer intern program.

B. Be employed for a period not to exceed two (2) years.

2. The Company may, in its sole discretion, offer regular employment as reporters to qualified

interns upon completion of their intern program provided a vacancy exists at that time.

3. Any interns so employed would be credited upon hire with two years of experience and placed at the "2" level on the Reporter grid set forth in Article 18. Interns who are hired as regular employees shall not be required to serve a probation period.

4. Intern wage rates shall be increased in accordance with the general wage increases over the term of the contract.

5. Only interns employed in accordance with this program will be paid as set forth in paragraph four (4) above.

6. The number of participants in the program shall not exceed a ratio of one intern to two (1:2) State Staff Reporters and Bureau Managers plus two (2) interns. State Staff Reporters and Bureau Managers on loan to other departments shall not be included in calculating the number of allowed program participants.

7. Interns shall not be the sole employee assigned to a state staff bureau.

8. Interns not selected for retention at the conclusion of the two-year period shall be offered assistance in finding a new job including, by way of example, aid in resume preparation, use of photocopiers and reasonable use of Company telephones.

#### **MEMORANDUM OF AGREEMENT - No. 5**

The Providence Journal Company (Company) and the Providence Newspaper Guild (Union), Parties to the Collective Bargaining Agreement dated February 20, 1995, and effective January 1, 1994, through and including December 31, 1996, hereby agree as follows:

1. The Union agrees to waive jurisdiction over work transferred from the Treasurer's and Credit Offices to the Service Center. It is further agreed the transfer of employees to the Service Center shall be under the following guidelines:

(a) If there is a future need to reduce employees at the Service Center, the Company will first attempt to do so by attrition or voluntary separation programs. If a layoff becomes necessary, such layoff would be accomplished using the present seniority dates now on record for employees in the Treasurer's and Credit Offices.

(b) The Company will transfer affected employees to the Service Center on a voluntary basis only.

(c) Employees who elect to transfer to the Service Center will be paid as follows: Current rate (1994) plus two and one-half (2 1/2) hours of built-in overtime plus the 1995 general increase for non-exempt employees at the Service Center. They will participate in the Flexible Benefits and Gain Sharing programs covering Service Center employees.

(d) Employees assigned to the Service Center will be assigned work similar to what they have done at the newspaper and, in addition, will perform work involving other divisions of the corporation.

(e) Transferred employees shall have a fifteen (15) workday period during which they may elect to return to the Bargaining Unit.

(f) If employees decline to transfer to the Service Center, the Company will negotiate with the Union in an attempt to locate an appropriate job within the Bargaining Units. Any training necessary for placement in a new job will be provided by the Company.

(g) An employee who declines transfer and is placed in a lower classification will be assigned a fifty percent (50%) Red Circle rate until the rate for the new job equals the employee's rate.

(h) Employees not scheduled to go to the Service Center will be assigned to the Advertising Department and will perform duties similar to those now performed. Employees will remain in their present classification and will receive pay increases in accordance with the Collective Bargaining Agreement.

#### **MEMORANDUM OF AGREEMENT - NO. 6**

The Parties of the Advertising Agreement dated April 25, 1995, and effective January 1, 1994 through December 31, 1996, hereby agree as follows:

1. The job title of Pre-Publishing Supervisor shall be placed in Group classification I.

2. The job title of Pre-Publishing Specialist shall be placed in a new Group Classification numbered VII-A with the following wage scale:

Years	0	I	2	3
	\$535.80	\$689.40	\$759.36	\$776.92

3. The job title of Pre-Publishing Operator shall be placed in a new Group Classification numbered XII-A with the following wage scale:

Years	0	I	2	3	4
	\$361.49	\$447.49	\$494.68	\$549.24	\$585.57

4. Employees classified as Publications clerks shall be reclassified as Pre-Publishing Operators and the aforementioned classification shall be deleted.

5. Employees classified as Scitex Operators, Assistant Detail Managers, Senior Dispatch Clerks and Publication Specialists shall be reclassified as Pre-Publishing Specialists and the aforementioned classifications shall be deleted.

6. The Guild acknowledges that as a result of new or modified equipment, machines, apparatus or processes the Company is assigning all work performed in the Color Pre-Press Department and the Composing Room to the Advertising Production Department and the department is renamed the Pre-Publishing Department.

7. The Guild acknowledges the Company's intention, as a result of new or modified equipment,



machines, apparatus or processes, to assign all employees working in the Color Pre-Press Department and the Composing Room to the Pre-Publishing Department. Such acknowledgment is subject to paragraph 13, below.

8. During 1996, 1997 and 1998, Article 18, Section E, paragraphs one (1) and two (2) shall not apply to individuals hired or assigned during 1996 to the Pre-Publishing Department who were not previously in the Guild bargaining unit.

9. Employees assigned to nights on the effective date of this Agreement shall have first pick of available night jobs.

10. The title of Pre-Publishing Department Manager and three (3) Assistant Pre-Publishing Department Managers shall be added to excluded positions listed in Article 1. The title of Detail Manager shall be deleted from Article 1.

11. Seniority for previously non-Guild represented employees who are assigned during 1996 by the Company to the Pre-Publishing Department as the result of new or modified equipment, machines, apparatus or processes shall be calculated from the date such employees last entered the Department in which they worked prior to their transfer to Guild jurisdiction.

12. Pre-Publishing Operators shall be considered first for promotion to available Pre-Publishing Specialists positions before other employees.

13. Nothing in this Agreement shall interfere with any collective bargaining relationship between the Providence Typographical Union #33 and The Providence Journal Company. This Agreement shall not serve to void or nullify residual contractual rights that may be enjoyed by employees assigned to Guild jurisdiction who were previously covered by other collective bargaining agreements. Any dispute over any such residual rights or benefits shall be enforceable by the parties to those agreements.

14. In the event that any provision of this Agreement is determined by an arbitrator, the National Labor Relations Board or other body of competent jurisdiction to be invalid or illegal, the involved provision no longer shall be binding upon the parties. All other provisions of this Agreement shall remain binding upon the Parties, and the Company and the Guild will forthwith renegotiate the involved provision so as to conform with the decision rendered.

15. This Agreement shall become effective upon ratification by the Guild.

#### **MEMORANDUM OF AGREEMENT - NO. 7**

The Providence Journal Company and the Providence Newspaper Guild, Parties to the Collective Bargaining Agreements dated May 22, 1997, and effective January 1, 1997, through and including December 31, 1999, hereby agree as follows:

WHEREAS the Guild and the Company recognize Irregular Extra employees have served an essential role in the production of the newspapers, and;

WHEREAS it is recognized by the Parties Irregular Extra usage has evolved beyond the role originally intended, and;

WHEREAS it is recognized that because of such usage Irregular Extra employees have come to view their employment as entitling them to the same rights and benefits of regularly scheduled employees, and;

WHEREAS it is the desire of the Parties to restore the Irregular Extra system to its original purpose;

NOW THEREFORE, to accomplish the mutual goal of the Parties the following shall be implemented:

1. Not later than August 31, 1997, the Publisher shall initially establish and fill fifteen (15), fifteen (15) hour per week positions in the News Department. Such positions shall be filled by employees currently classified as Irregular Extras.

2. In accordance with past practice, nothing in this Agreement shall be interpreted as preventing such part-time employees from working beyond their regularly scheduled hours.

3. An Advisory Committee, composed of three (3) members appointed by the Publisher and three (3) members appointed by the Guild shall be formed to make recommendations to the Publisher intended to result in maximizing the number of regularly scheduled positions, establish the appropriate regularly scheduled hours for part-time employees and employment of the minimum number of Irregular Extra employees. Such recommendations shall be consistent with production and scheduling requirements.

#### **MEMORANDUM OF AGREEMENT - NO. 8**

July 11, 1978

Mr. Frank Prosnitz Providence  
Newspaper Guild AFL-CIO, Local 41  
96 Fountain Street  
Providence, Rhode Island 02902 Dear

Frank:

In consideration of the Guild dropping its proposal concerning Section 5 of Article 9 of the News Agreement, the Company offers the following:

1. No photographer with more than twenty years' service will be required to work a night schedule for more than ten weeks in a forty-eight week period.

2. The schedule of nights to be worked by photographers with more than twenty years' service will be selected within the rotation schedule on the basis of seniority by members of the group.

3. The schedules are subject to modification, as usual, to take care of sickness, vacations and news coverage requirements.

4. Selection of vacation weeks, by seniority, will be scheduled within this senior group.

5. This agreement shall be on a trial basis for one year from the date of this letter for the purpose of evaluation.

6. Photographers will be required to install Company radios in personal cars at Company expense.

The Union's agreement is evidenced by your acknowledgment below.

Sincerely,  
Charles N. Mock  
Vice President-Personnel

Frank Prosnitz  
Providence Newspaper Guild

#### **MEMORANDUM OF AGREEMENT - NO. 9**

February 2, 1988

Mr. Charles N. Mock  
Sr. Vice President Personnel 75  
Fountain Street  
Providence, RI 02902

Dear Mr. Mock:

This is to update the understandings between the Guild and the Publisher as reflected in the side letters to the 1978-1981 Contract. The Guild has no intention of delaying automation--even if it could-- and to the contrary, we have every intention of cooperating with the Publisher and accommodating the Publisher if basic concerns are met.

The Guild's concerns regarding the installation of equipment, such as described by Stanley Bamicoat in early November, 1974, during the 1978 negotiations, and as further outlined by Donald Almeida, November 20, 1981, November 21, 1984, and November 18, 1987 are:

1. Equipment will be maintained at operating levels that will prevent undue fatigue and eye strain. Video display screen shall be maintained at the sharpest possible focus settings and with attention to brightness levels and anti-glare configurations, and any other steps needed for efficient and comfortable use should be considered.

2. The physical well-being of Journal Company employees should be protected. Video screens and equipment shall be monitored for radiation emission so that should breakdowns occur in component parts, etc., it would not result in threats to the physical well-being of employees. The Guild will cooperate in any such monitoring the Publisher deems necessary.

3. Employees shall be trained and instructed in the use of new equipment on Publisher time and no employee will be terminated or transferred to a lower classification as a result of an inability to master the operating techniques newly required.

These concerns may be met, the Guild believes, by assurances by the Publisher. Such assurances would satisfy the Guild's interests regarding negotiations under Article 2, Section 2 (the new process language), of the

Collective Bargaining Agreement, and installation could proceed immediately and harmoniously.

If problems developed after the installation of the equipment and if the Parties could not reach agreement, then the dispute would be subject to grievance and arbitration.

I hope that this assures you that the Guild has no desire to obstruct or delay installation of automation equipment, that on the contrary, we view it as a development that will enable all of us to produce a better, more profitable newspaper.

Sincerely,  
Charles D. Walker President  
Providence Newspaper Guild

### **MEMORANDUM OF AGREEMENT - NO. 10**

July 13, 1998

The Providence Journal Company ("Company") and the Providence Newspaper Guild ("Guild"), Parties to the Collective Bargaining Agreements dated February 20, 1995, and effective January 1, 1994, through and including December 31, 1999, as amended, hereby agree as follows with respect to the on-line service known as Projo.Com, formerly known as R.I. Horizons:

1. The job title of On-Line Producer shall be placed in News Group Classification I.
2. The job title of On-Line Chief Designer shall be placed in News Group Classification 4. The current experience ratings for this classification shall be deleted and the following substituted: Experience Rating 0--\$778.54, Experience Rating 1--\$910.76 and Experience Rating 2--\$999.19.
3. The job title of On-Line Production Coordinator shall be placed in News Group Classification 6.
4. The job title of On-Line Assistant shall be placed in News Group Classification 16.
5. The job title of On-Line Advertising Sales Representative shall be placed in Advertising Group classification 4.
6. The job title of On-Line Designer shall be placed in News Group Classification 8.
7. The job title of On-Line Marketing Assistant shall be placed in Advertising Group classification 13.
8. The job titles of Director of Electronic Publishing, On-Line Operations Manager, On-Line Administration Assistant, On-Line Marketing Manager, On-Line News Editor and Editorial Cartoonist shall be added to the list of exclusions set forth in Article I of the News Agreement.
9. Arthur Martone shall be placed in News Group Classification I (On-Line Producer) at top experience level and shall be paid at the rate of one thousand sixty one dollars and seventy-five cents (\$1,061.75) per week.
10. Paula Reynolds and Richard Lee shall be placed in News Group Classification 6 (On-Line Production Coordinator) at experience level two (2) and shall be paid at the rate of nine hundred ten dollars and seventy-six cents (\$910.76) per week.



11. Shawnita Lambert shall be placed in News Group Classification 16 (On-Line Assistant) at top experience level and shall be paid at the rate of five hundred thirty-eight dollars and thirty-five cents (\$538.35) per week.

12. Stephen Oliver shall be placed in Advertising Group Classification 13 (On-Line Marketing Assistant) at experience level three (3) and shall be paid at the rate of five hundred thirty-eight dollars and thirty-five cents (\$538.35).

13. Jonathan Foster shall be placed in Advertising Group Classification 4 (On-Line Advertising Sales Representative) at top experience level and shall be paid at the rate of nine hundred seventy-two dollars and fifty-six cents (\$972.56) per week.

14. Michael Foran shall be placed in News Group Classification 4 (On-Line Chief Designer) at experience level two (2) and shall be paid at the rate of nine hundred ninety-nine dollars and nineteen cents (\$999.19) per week.

15. Karen Martin and Linda Nugent shall be placed in News Group Classification 6 (On-Line Designer) at experience level one (1) and shall be paid at the rate of six hundred eighty dollars and seventy-four cents (\$680.74) per week.

16. Current anniversary dates for the employees set forth in paragraphs nine (9) through fifteen (15), above, shall be continued.

17. Employees listed in paragraphs nine (9) through fifteen (15), above, shall be excluded from application of the provisions of Article 2, Section 5(b) of the News and Advertising Collective Bargaining Agreements.

18. For the sole purpose of determining Bargaining Unit Seniority, the employees listed in paragraphs nine (9) through fifteen (15), above, shall be considered to have been a part of the News and Advertising Bargaining Units since August 12, 1994.

19. Health, Dental, Life Insurance and other insurances, participation in Vacations, Holidays, Sick Pay, Short-Term Disability, Leaves of Absence, Bereavement Pay, Jury Duty Pay, The Providence Journal Company Retirement Plan, the 401-K Retirement Plan, Gainsharing, Night Shift Differential and other programs as are generally granted by the Company to Non-Union employees shall be continued for the employees listed in paragraphs nine (9) through fifteen (15), above, through December 31, 1999.

20. Employees listed in paragraphs nine (9) through fifteen (15), above, shall make application, where applicable, during the annual open enrollment period prior to December 31, 1999, to transfer such benefits and insurances to those that are set forth in the current Collective Bargaining Agreement between the Company and the Guild.

21. All benefits granted under paragraph 19, above, shall be subject to the same modifications as affect or are required of all Non-Union employees of the Company.

22. This Agreement settles in full all Grievances, Unit Clarifications or Unfair Labor Practice Charges pending as of the date of execution of this Agreement concerning Projo.Com or any of its predecessor businesses. It is further agreed the appropriate Party shall take such steps necessary to withdraw any such Grievances, Unit clarifications or Unfair Labor Practice Charges to effectuate this Agreement.

## MEMORANDUM OF AGREEMENT - NO. 11

June 18, 1999

The Providence Journal Company ("Company") and the Providence Newspaper Guild ("Guild"), Parties to the Collective Bargaining Agreement dated February 20, 1995, and effective January 1, 1994, through and including December 31, 1999, as amended, hereby agree as follows:

1. Members of the News Bargaining Unit, may, on a voluntary basis, contribute their services to Public Radio Station WRNI. Any fees or other payments for such contribution of services shall be based on agreement reached by the contributing employee and WRNI.
2. Except as it relates to WRNI, this Agreement does not waive the provisions of News Article 21, Section 5 (b). It is understood the Company may, upon thirty (30) days' written notice to the Guild, revoke such waiver with respect to WRNI and such waiver shall not be subject to the provisions of News Article 5, Grievance Procedure.
3. Unless requested by the Company, contribution of services by any employee, as set forth above, shall not result in a contractual obligation to pay overtime to any such contributing employee.
4. The practices regarding payments by the Company's Speakers Bureau shall continue.
5. This Agreement shall be without precedent and shall not be used by either Party in any other matter or proceeding as evidence of a past practice.

For the Company

*Is/ R. Barrie Schmitt*

For the Guild

*Is/ Timothy F. Schick*

## MEMORANDUM OF AGREEMENT - NO. 12

June 4, 1999 Revised

1/1/11

The Providence Journal Company ("Company") and the Providence Newspaper Guild ("Guild"), Parties to the Collective Bargaining Agreement dated May 22, 1997, and effective January 1, 1994, through and including December 31, 1999, as amended, hereby agree to the establishment of a Summer Internship Program as follows:

1. The Company and the Guild agree to the discontinuation of the Media Partners in Progress Internship Program as set forth in Memorandum of Agreement No. 2 of the Collective Bargaining Agreement between the Parties. Current participants in the program shall be allowed to complete their internship in accordance with the terms and conditions set forth in the aforementioned Memorandum of Agreement.
2. The Company will place emphasis on securing minority group members and women as participants in the program.

3. Participants will be limited to a total of six (6).
4. There shall be no displacement of any employees in the Bargaining Units as a result of this Agreement.
5. Program participants shall be paid at seventy percent (70%) of the entry-level rate for the classification in which they are placed, but in no case shall they be paid less than the Federal or State minimum wage.
6. Participants shall be subject to the provisions of Article 2, Paragraph 5 of the News and Advertising Collective Bargaining Agreements.
7. Employment of participants shall be restricted to between May 1 and September 1 of each year.
8. A Joint Advisory Committee, composed of three (3) members appointed by the Company and three (3) members appointed by the Guild, shall be formed to make recommendations for implementation and conduct of the program.
9. The Joint Advisory Committee established in paragraph 8, above, shall seek volunteers from members of the Bargaining Unit to assist in the mentoring of program participants.

**MEMORANDUM OF AGREEMENT - NO. 14**  
**MOA regarding implementation of Expedited Arbitration**

The procedures governing expedited arbitration as called for under Article 5, Section 8(b) shall be those contained in the other sections of Article 5 except as modified by this Memorandum of Agreement.

The parties shall self-administer the arbitration.

There shall be joint notification to the panel of arbitrators asking for two consecutive dates. The arbitrator who has the earliest available dates within 60 days shall be selected. If no arbitrator is available within 60 days, the first available arbitrator who has not been used in the previous two expedited arbitration cases shall be selected.

Conference calls shall be used to confirm the dates and arrange other details of the hearing.

The parties shall confer at least a week before the hearing regarding stipulations, joint exhibits, the issue to be presented, and the names of anticipated witnesses.

There shall be written communication directly with arbitrator, with simultaneous copy to opposing party.

There shall be no transcript.

Briefs shall be optional, but must be filed within 14 days from close of the hearing.

The arbitrator shall issue an award within 7 days of the close of the hearing or if briefs are filed, receipt of briefs. The arbitrator will issue a written opinion subsequent to the award.

The parties shall review the makeup of the arbitration panel annually.

Proposed panel members:

Gary Altman  
John Cockran  
Richard G. Higgins

Mark Irvings  
Roberta Golick

Michael Walsh  
Francis T. O'Brien

**MEMORANDUM OF AGREEMENT - NO. 15**  
**MOA regarding wage hour exempt employees**

This Memorandum is to confirm the long-standing and mutually accepted past practice of the parties.

As to current employees, only the following positions are wage-hour exempt: Multi-Media Account Executives, Digital Account Executives (automotive), Business Development Account Executive, Investigative Writers and Sports Reporters regularly assigned to cover out of town sports

It is understood as to future employees, this Memorandum of Agreement is without prejudice as to positions that may be taken by the parties.

**MEMORANDUM OF AGREEMENT - NO. 16**  
**MOA regarding personal communications equipment**

The Providence Newspaper Guild (the "Guild") and the Providence Journal Company (the "Company") agree as follows:

This Memorandum of Agreement establishes the process for acquisition and reimbursement of certain costs of personal communications equipment and services used in the conduct of business on behalf of the Company.

1. For the purposes of this policy, personal communications devices are defined as cellular phones and other personal communications equipment used in the conduct of business.
2. The Company shall not provide for the purchase of personal communications devices but will provide a monthly allowance of fifty (\$50) dollars to those employees who must use one in the ordinary course of executing their responsibilities on behalf of the Company. This allowance shall be non taxable.
3. The Company's General Manager shall authorize the issuance of an allowance for the business use of a personal communications device by an employee. A Cellular Telephone allowance Form (Exhibit A) must be completed by the employee's supervisor and signed by the employee and General Manager.
4. Only one personal communications device per employee shall qualify for an allowance.
5. Reimbursement of personal communications device business expense that exceeds an employee's monthly allowance must be requested on an expense reimbursement form with appropriate documentation attached, and approved by the department head.
6. The Company shall review allowance plans on an annual basis, and will adjust the plans and amounts as deemed necessary.



**MEMORANDUM OF AGREEMENT - NO. 17**  
**MOA regarding trial period for sound and video**

The Providence Newspaper Guild (the "Guild") and The Providence Journal Company (the "Company") agree as follows:

1. The Company shall introduce the use of sound and video as a tool to enhance the Company's web site.

2. The introduction of sound and video shall be for a two (2) year trial period, commencing on January 1, 2008, and ending on December 31, 2009 (the "two year trial period"). During this period Article 2, section l(d) and Article 18, Section E. 4 shall be held in abeyance in relation to sound and video work. The Company shall retain all rights it had prior to January, 1, 2008, to obtain and use video and sound from outside sources.

3. Work with sound and video by Guild employees shall be voluntary. Training and equipment shall be provided by the Company. Employees shall not be disciplined for failing to master sound and video techniques.

4. The Company will review the feasibility of using sound and video at the conclusion of the two-year trial period, and make a determination regarding the continuation of such work. The Company and the Union will meet to discuss the effects of this determination.

5. This Memorandum of Agreement shall be without precedent as to any position that may be taken by the Company or the Guild in any other matter and will not be referred to by the Company or the Guild in any arbitration or other proceeding except as may be necessary to enforce this agreement.

**MEMORANDUM OF AGREEMENT - NO. 18**  
**MOA regarding light duty/workers compensation**

This Memorandum of Agreement establishes a Return-to-Work program for employees who suffer temporary disability from an on the job injury. The purpose of this MOA is to establish guidelines so that the Company can facilitate the rehabilitation of employees and allow a timely return to work, minimizing the loss of employee productivity by placing the employee in a temporary assignment.

1. It is at the sole discretion of the Company, based on medical documentation, whether or not an employee is eligible for light duty. An approval for light duty will be determined on a case by case basis.

2. Medical documentation must be provided every 30 days from the treating physician which documents the employee's improvement status. Restriction changes allow for a modification of light duty assignments.

3. A light duty assignment shall not exceed a maximum of six (6) months. A partial work week shall constitute one week of light duty for the purposes of this policy. The Company reserves the right to curtail or suspend a light duty assignment.

4. An employee who returns to light duty shall receive his/her regular base pay for the duration of the assignment.
5. The Company shall cease providing makeup pay for all work related injuries.
6. If an employee fails to accept a light duty offer he/she may lose their right to be reinstated to their original job.
7. If any provision of the Agreement is or becomes in violation of State or Federal law, such provision, but only such provision, shall be inoperative, with the balance of this MOA remaining in full force and effect.

**MEMORANDUM OF AGREEMENT - NO. 19**  
**MOA regarding the Pension Transition Supplement**

December 15, 2010

The Providence Newspaper Guild (the "Guild") and The Providence Journal Company (the "Company") agree as follows:

1. The Company and the Guild are parties to a collective bargaining agreement that governs the terms and conditions of certain employees of the Company.
2. The Company and the Guild have conducted negotiations concerning payment of the Pension Transition Supplemental ("PTS") cash contribution (Article 20, Section 2).
3. As part of the negotiations, the parties have agreed that the Company will provide a lump sum payment to those Guild members who were participants in the Pension Plan and whose employment terminated in 2010. The payments will be "grossed up" to reflect the full value of the cash contribution. The affected participants are:

	Name	Total Amount
a.	Barry Lindia	\$ 14,321.15
b.	William Gonsalves	\$ 12,333.59
c.	Gregory Fiske	\$ 15,556.64
d.	Kerry Kohring	\$ 6,531.68
e.	Marguerite Williams	\$ 618.99
f.	Shalise Manza-Young	\$ 5,763.00
g.	Joseph McDonald	\$ 6,145.21

4. The parties also have agreed participants who remain employed at the end of the applicable calendar period will be paid a Pension Transition Supplemental cash contribution to be deposited into a personal 401(k) account by October 1 following the end of the applicable period as designated below. To remain eligible for the Pension Transition Supplemental payment, participants must remain employed through the end of the designated period.

**PERIODS FOR PENSION TRANSITION SUPPLEMENTAL PAYMENTS**

- January 1, 2010 through December 31, 2010
- January 1, 2011 through December 31, 2011
- January 1, 2012 through December 31, 2012
- January 1, 2013 through March 31, 2013

5. This Agreement fully resolves any and all outstanding grievances and demands for arbitration between the parties regarding any aspect of the PTS issue. Specifically, the Guild agrees to immediately withdraw with prejudice its demand for arbitration in AAA Case No. 11 300 01365 09 regarding Grievance# 3-09 (PTS), which currently is being held in abeyance.

6. This Memorandum of Agreement shall be without precedent as to any position that may be taken by the Company or the Guild in any other matter and will not be referred to by the Company or the Guild in any arbitration or other proceeding except as may be necessary to enforce this agreement. Additionally, neither the Company nor the Guild shall construe the execution of this Agreement as an admission of a violation of any statute or law or breach of any duty or obligation, contractual or otherwise.

### **CROSS-SELLING WITH NEWPORT AND KPI'S**

The Providence Journal (the "Publisher") and The Providence Newspaper Guild (the "Union") agree as follows:

1. In accordance with the terms of this Agreement, employees in the bargaining unit employed in advertising sales may sell advertising in the Newport Daily News and employees of the Newport Daily News (the "Other Reps") may sell advertising in The Providence Journal.

(a) Other Reps, except those selling major accounts, will not be permitted to sell advertising in the Providence Journal for a lower rate than is available for sales in the Providence Journal by bargaining unit members.

(b) Rates at which bargaining-unit members may sell advertising in the Newport Daily News will be no higher than rates available to Other Reps, except for those selling major accounts.

(c) In the case of special advertising programs that are offered regionally or nationally to GateHouse publications, bargaining unit members will be permitted to begin selling such programs no later than the date those programs become available to Other Reps. Commissions for such special advertising programs shall be consistent throughout the Providence Journal and The Newport Daily News.

(d) Bargaining unit members shall be permitted to sell advertising on GateHouse web sites at the same rates and on the same terms as are available to other Reps, except that more favorable rates may be granted to those selling major accounts.

(e) Representatives of either newspaper may be assigned to the exclusion of and/or book of business. In cases where an advertiser has operations in the assigned territory and/or book of business of more than one representative, the Publisher may assign the account exclusively to a Providence or Newport representative, based on the following criteria: (1) the frequency and size of and revenue generated from ads placed through the salesperson within the last 12 months; (2) the length of the relationship between the salesperson and the client; (3) the quality of the relationship between the salesperson and the client; and (4) similar professional considerations which must be stated in writing to the salesperson and the Guild at the time of reassignment.

The parties acknowledge that some adjustment of these time limits may have to be made in the case of seasonal advertisers.



The Company and the Union shall meet as needed, but not less than two (2) times per year to discuss possible adjustments to account assignments necessitated by changes in an advertiser's geographic locations, and as soon as practicable upon any conflict involving a new account.

(f) Nothing in this agreement shall be deemed to amend Article 18, Section (e1) of the parties Collective Bargaining Agreement as it pertains to the establishment or amendment of incentive programs not involving cross-selling.

(g) The Company believes that the key to success is ensuring that all Multi-media Account Executives (MMAE) are taking appropriate steps to ensure individual and thus company success. An MMAE's primary responsibility is to grow revenue by providing our advertisers, both current and new, with an opportunity to purchase the mix of products and services that we can provide (i.e., print, digital, Propel services, events) to maximize the revenue and success of their business.

Assisting and managing of MMAE's revenue and KPI performance is the responsibility of the Sales Manager, Ad Director and Publisher.

In order to develop skills with the MMAE's of our organization receive initial as well as ongoing training with regard to our products and services as well as systems and processes in place to perform their jobs. When new products or services are introduced training is provided.

The parties acknowledge that specific controllable activities, if performed and recorded in a timely, proper and continuing fashion, present the highest probability of revenue growth attainment for MMAE's.

The key performance indicators or activities that are necessary for revenue success include activities that are specific and in the control of the sales representative. The Guild understands that it is the Company's right to set and change KPI's on thirty (30) days' provided they are reasonable and without discrimination.

Year-over-year (YOY) revenue growth is the single most important responsibility and outcome required of all advertising sales employees (MMAEs). MMAEs who do not grow YOY revenues annually or on a consistent monthly basis or meet established revenue goals as established by management, by definition, are not meeting performance expectations.

MMAEs who do not consistently meet their monthly KPIs (which in general would translate to revenue growth) and/or monthly multi-media revenue goals may be coached by management including the option (at management's discretion) to be placed on a Performance Improvement Plan (PIP) for the purpose of specific enhanced coaching. The PIP will outline specific controllable KPIs that the employee will be required to achieve and record in an effort to place him/her on a path to consistently achieving monthly sales goals.

PIPs are not considered discipline. Accordingly the decision to place an MMAE on a PIP, the content of the PIP, and management's evaluation of whether the MMAE has successfully met the objectives of the PIP, will not be subject to the grievance procedure.

MMAEs who do not successfully complete their PIP and who continue to consistently miss their monthly KPIs may be subject to discipline including oral warnings, written warnings, and a final written warning with potential for termination of employment. Any discipline will be subject to the grievance procedure.

Once again, the company supports all MMAEs and hopes that serious discipline can be avoided through consistent efforts toward meeting KPIs. Termination of employees and subsequent open territories is detrimental to our sales units, other MMAEs and our business in general.

(h) Newport sales support and related sales functions may be assigned to Providence with no claims to jurisdiction.

3. No employee of the Publisher in advertising sales will be laid off as the sole and direct result of the cross-selling permitted by this Agreement.

4. The Union and the Publisher agree that the cross-selling permitted by this Agreement does not expand or contract the jurisdiction or the representation rights of the Union. So long as cross-selling is



permitted under the terms of this Agreement, the Union will not make any claim for jurisdiction over the work performed by any employee of the Newport Daily News, and the Publisher will not contend the jurisdiction of the Union has been reduced, based on this Agreement or the cross-selling permitted by this Agreement, and neither the Union nor the Publisher will use this Agreement or any such cross-selling as evidence, directly or indirectly, in any forum, to support a claim.

(a) In the case of the Union, of jurisdiction over such work or of representational rights concerning any such other employee, or

(b) In the case of the Publisher, of a reduction in the Union's jurisdiction.

The Union maintains all of its rights to organize such other GateHouse employees in accordance with NLRA procedures.

### **ADDENDUM A WAIVER & RELEASE FOR SEVERANCE**

Date

Mr./Ms. Name

Address

City, State Zip Code

Dear First Name:

In connection with your termination of employment on Date (the "Termination Date"), The Providence Journal (Providence, RI) (the "Company") will provide you with the valuable severance benefits described below in paragraph 1, which you would not otherwise be entitled to receive, provided you timely sign and return this Letter Agreement. In this regard, you are hereby terminated (laid off) effective as of the Termination Date, as a(n) Title, and from all other positions, directorships and memberships that you hold with the Company or any of its subsidiaries or affiliates.

#### **1. Description of Severance**

In return for the execution and delivery of this Letter Agreement and subject to the expiration of the above mentioned seven (7) day revocation period without your revoking this Letter Agreement, the Company will pay you [number] weeks' pay to be paid in a lump sum. Such payment shall be paid no later than twenty-one (21) calendar days after expiration of the revocation period. The Company will issue an IRS Form W-2 to you reflecting this payment.

#### **2. Other Contractual benefits Owed Upon Termination**

As with any termination, and regardless of whether you sign and return this Letter Agreement, the Company will pay you your compensation in full through the last day of covered employment, including any accrued and unused vacation as of the Termination Date in accordance with Company policy and the provisions of the collective bargaining agreement covering you.

All payments due to you under this Letter Agreement, including Severance Benefits described in paragraph 1 above, shall be subject to reduction to satisfy all applicable federal, state, and local employment and withholding tax obligations to the extent required by law.

### 3. Benefits Continuation

[WITH BENEFITS USE THIS PARAGRAPH] (a) Effective the end of the month in which the Termination Date occurs you will no longer be eligible for Medical, Dental or Vision benefits (subject to your rights under COBRA), and (b) effective the Termination Date, you will no longer be eligible to participate in, the Company's short-term disability, long-term disability, pension, 401(K), or any other program not specifically listed herein. You will receive information regarding your COBRA election rights and the cost of COBRA coverage shortly after your Termination Date.

[NO BENEFITS USE THIS PARAGRAPH] Except as provided otherwise herein, effective the Termination Date you will no longer be eligible for, or participate in, the Company's short-term disability, long-term disability, pension, 401(K), or any other program not specifically listed herein.

### 4. Releases

You acknowledge that the severance [payments and benefits] due to you in this Letter Agreement resulting from your departure from the Company are in lieu of any and all claims that you may have against the Company or its parent, subsidiaries or affiliates or any of their respective successors or predecessors (other than benefits under the Company's employee benefit plans that by their terms survive termination of employment and COBRA benefits).

In exchange for the payments described in paragraph 1 above, which payments and benefits you are not otherwise entitled to, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Company, and any parent, subsidiary or affiliated organization of the Company or any of their respective current or former officers, directors, 5% stockholders, corporate affiliates, attorneys or employees (collectively, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations,

liabilities and expenses (including attorneys' fees and costs), of every kind and nature, known or unknown, which you ever had or now have against the Released Parties including, but not limited to, all claims arising out of your employment, all claims arising out of your separation from employment, all claims arising from any failure to reemploy you, all wage or benefit claims and claims for additional compensation, all claims and damages relating to race, sex, national origin, handicap, religious, sexual orientation, benefits and age discrimination, all employment discrimination claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 200 et. seq., the Age Discrimination in Employment Act, 29 U.S.C. section 621 et. seq., Older Workers Benefit Protection Act of 1990 and the Genetic Information Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. section 1001 et. seq., the Americans with Disabilities Act, 42 U.S.C. section 1201 et. seq., the National Labor Relations Act, as amended, and similar state or local statutes including but not limited to, the R.I. Gen. Laws, 28-5-1 et. seq., all claims arising under any collective bargaining agreement, all wrongful discharge claims, common law tort, defamation, breach of contract and other common law claims and any claims under any other federal, state or local statutes or ordinances not expressly referenced above.

You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to be true with respect to the matters related herein. Nevertheless, and except as herein provided, it is your intention to fully, finally and forever settle and release all claims relative thereto which do now exist, or heretofore have existed between you and the Company. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery of existence of any additional or different claims or facts relative thereto.

You agree not to initiate, or cause to be initiated against the Company, its parent, affiliates, subsidiaries and the stockholders, directors, officers and employees, any compliance review, suit, action, appeal, investigation or proceeding of any kind, or participate in same, individually or as a representative or member of a class, unless compelled by law, under any contract (express or implied), tort, law, or regulation (federal, state or local), pertaining in any way whatsoever to the matters herein released, nor shall you be entitled to receive any payment from any such proceeding. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall limit or restrict your right to file administrative charge and/or participate in a government investigation.

Notwithstanding the foregoing, in no event shall you be deemed by this paragraph 3 to have released: (a) any rights or claims you may have for payments or benefits under this Letter Agreement; (b) your rights to indemnification or contribution as provided by law or to protection under the Company's directors' and officers' liability insurance policies, if any (and in the event such indemnity or insurance rights shall be enhanced you shall be entitled to such enhanced rights as they relate to action taken while an officer or employee of the Company); (c) any claims that cannot be legally waived; including unemployment compensation benefits and claims for accrued pension benefits and (d) any rights, claims or benefits related to or in connection with any outstanding workers compensation claim you may have on the Termination Date.

## 5. Other Covenants

- (a) You agree that for a two (2) year period following the Termination Date (the “Restricted Period”), you will not tortiously interfere with any relationship, contractual or otherwise, between the Company and any other party, including; without limitation, any employee, customer, supplier, distributor, lessor or lessee, licensor or licensee, commercial or investment banker.

(b) You covenant and agree that during the Restricted Period you will not, except as is specifically required by law or court process or consented to in writing by the Company, communicate to any person or entity any confidential or proprietary information, written or oral, concerning the Company, its officers, directors, employees, attorneys, agents or advisers (including without limitation any communication concerning information that you acquired while you were employed by the Company and that concerns or relates to the business, operations, prospects or affairs of the Company, its parent or any of its subsidiaries or affiliates or the actions or conduct of any officer, director or employee of the Company, its parent or any of its subsidiaries or affiliates). Nothing herein shall prevent, restrict or limit you from filing any complaint or claim with or request an investigation by the SEC or the EEOC or the NLRB or any other state or federal agency. In addition, the confidentiality obligations hereunder are, in all events, subject to the provisions of the Whistleblower procedures listed in the GateHouse Media Employee Handbook.

(c) You acknowledge that you will surrender promptly to the Company all property of the Company, its parent, subsidiaries or affiliates in your possession and all property made available to you in connection with your employment by the Company, including, without limitation, any and all records, manuals, customer lists, notebooks, computers, computer programs and files, papers, electronically stored information and documents kept or made by you in connection with your employment.

(d) You agree not to seek subsequent employment or re-employment to your current position or any other position with the Company or any of its affiliated or related companies. Of course the Company always reserves the right to re-hire you at its sole discretion.

## 6. Nature of Agreement

You and the Company understand and agree that this Letter Agreement is a severance and settlement agreement and does not constitute an admission of liability or wrongdoing on the part of you, the Company, or any other person.



7. Amendment

This Letter Agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized representative of the parties hereto. This Letter Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, estates, heirs, executors, successors and administrators. No delay or omission by the Company in exercising any right under this Letter Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

8. Validity

Should any provision of this Letter Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal and invalid part, term or provision shall be deemed not to be a part of this Letter Agreement.

9. Non-disparagement

You agree you will not make, repeat or publish any false, disparaging, negative or derogatory remark concerning the Company and/or the Released Parties or otherwise take any action that might reasonably be expected to cause damage to the Company and/or the Released Parties. Nothing in this paragraph is intended to interfere with or limit your statutory rights under Section 7 of the National Labor Relations Act.

10. Entire Agreement and Applicable Law

This Letter Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to your severance benefits and settlement of claims against the Company and cancels all previous oral and written negotiations, agreements, commitments, and writings in

connection therewith. This Letter Agreement shall be governed by the laws of the State of Rhode Island<sup>1</sup> to the extent not preempted by federal law.

## 11. Acknowledgments

(a) You acknowledge that you have been given at least ten (10) days to consider this Letter Agreement and that you are advised to consult with any attorney of your own choosing prior to signing this Letter Agreement.

(b) By signing this Letter Agreement, you affirm that you have been paid and have received all compensation, wages, bonuses, commissions, or benefits to which you may be entitled and that no other compensation, wages, bonuses, commissions or benefits are due to you, except as described in this Letter Agreement.

## 12. Voluntary Assent

You affirm that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this Letter Agreement, and that you fully understand the meaning and intent of this Letter Agreement. You state and represent that you have had an opportunity to fully discuss and review the terms of this Letter Agreement with an attorney. You further state and represent that you have carefully read this Letter Agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign your name of your own free act.

## 13. Execution in Counterparts

To facilitate execution, this Letter Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Letter Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

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<sup>1</sup> The relevant state, which in the case of the Providence Journal is Rhode Island, will be inserted here.

If you have any questions about this Letter Agreement, please call Polly Sack at (585) 598-0032. If you are in agreement with the above terms, please sign below.

Sincerely,

Name

Title

I hereby agree to the terms and conditions set forth above. I have chosen to execute this Letter Agreement on the date below. I intend that this letter will become a binding agreement between me and the Company.

Date: \_\_\_\_\_, 20\_\_\_\_

Employee Name

To be returned to HR Rep Name by Due Date