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**Memorandum of Agreement No. 1**

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

**PREAMBLE**

This Agreement is made this 24th day of July, 2019, by and between the Worcester Telegram and Gazette, hereinafter referred to as the Employer or Company, and the Providence Newspaper Guild, a Local (#31041) chartered by The Communications Workers of America (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article 1.

**ARTICLE 1 - RECOGNITION**

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

**News Unit**

All full time and regular part time news employees employed by the Employer in the Employer's following classifications: reporter, reporter/columnist, copy editor, photographer, graphic artist, news clerk and news assistant and excluding independent contractors, editorial writers, telephone operators, all other employees, confidential secretaries, managerial employees, guards and all supervisors as defined in the Act.

2. Nothing herein shall prevent either party from seeking a clarification of the unit by the NLRB if significant changes in job duties occur that could alter the status of a job under the Act.

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

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

Nothing herein is intended to restrict the use of wire services. It is further agreed that the work performed by correspondents, free-lancers, stringers, independent contractors and by employees not included in the bargaining unit may be performed by such persons provided it does not eliminate present employees. 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 attention, 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. Nothing in the foregoing shall

be construed to restrict the Publisher's present practice or method of operation.

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

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

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

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

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

Date:

PROVIDENCE NEWSPAPER GUILD TNG-CWA LOCAL 31041  
DUES DEDUCTION AUTHORIZATION

To: Worcester Telegram & Gazette

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

Name:

Signature:

Address:

Home Phone Number:

Office Number:

Social Security Number:

### **ARTICLE 3 -- INFORMATION**

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

- a. Name
- b. Address
- c. Sex
- d. Date of Birth
- e. Social Security Number
- f. Date of Hire
- g. Job Classification
- h. Wage rate
- i. Date of Performance Review

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

- a. Name
- b. Date of termination or transfer out of the bargaining unit
- c. Reason for termination or transfer out of the bargaining unit

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

4. The Employer shall furnish to the employee, and place in the employee's personnel file, a copy of any written commendation or reprimand, and of any performance evaluation. An employee shall have the right to review such personnel file at any time, and upon request shall be provided copies of any material in the file. The employee shall be allowed to place in such file a response to anything contained therein which he deems to be adverse. Any disciplinary action slips, including reprimands will remain active for twelve (12) months.

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

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

1. (a) In order that harmonious relations shall continue unbroken between the Parties, any disputes arising, within seventy (70) days of the occurrence of the event 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) Worcester Telegram & Gazette 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 ten (10) days thereafter. 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 I(a), above.

2. In the event the procedure called for under Section I 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 forty-five (45) 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 forty-five (45) 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. 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.

5. Time limits on the processing of grievances may be extended in writing by the mutual consent of the Parties. All references to days shall mean calendar days.

6. 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 5 -- NON-DISCRIMINATION**

1. The Employer will protect the right of all employees to work in an environment free from

harassment, whether it is based on age, sex, race, religion, national origin, veteran status, sexual orientation or disability. The Employer will prohibit harassment, as defined by applicable federal and state law, of employees in any form by supervisors, managers, co-workers, customers or suppliers, and by employees toward customers and suppliers.

2. Any employee who feels he or she is being subjected to harassment should immediately report the matter to his or her supervisor or to the Director of Human Resources. The matter will be thoroughly investigated and appropriate action will be taken.

## **ARTICLE 6 -- SECURITY**

### 1. Dismissals

There shall be no dismissals except:

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

### 2. Results of Agreement

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

### 3. Probation Period

Employees will be considered probationary during their first 90 days of employment. Thereafter, employees will be discharged or discipline only for just and sufficient cause. The Guild recognizes the right of the Publisher to discipline and/or discharge new employees anytime during the probation period and the discipline and/or discharge shall not be subject to the Grievance and Arbitration procedures in this Agreement.

### 4. Notice of Dismissal

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

### 5. Reduction To The Workforce

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

1. 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 that:

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

- (a) The Company may exclude up to three (3) employees per calendar year. Classifications with less than four (4) employees will only have one (1) skip per

calendar year. Under no circumstances will the total number of skips per year exceed three (3).

- (b) 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.
- (c) 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.
- (d) Any dispute arising out of the interpretation and/or implementation of the above layoff language is subject to the grievance and arbitration process.
- (e) Union activity or salary level shall not be a factor in these determinations.

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

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

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

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

## 2. Recall from Layoff

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

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



Thereafter they shall have two (2) weeks in which to return to work.

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

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

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 on years of service as follows: Less than one year, \$200; one to five years of service, \$500; six to ten years of service, \$800; ten plus years of service, \$1,200.

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

1. The word "transfers" as used herein does not apply to permanent changes in job assignments as a result of promotions or demotions, but denotes changes made in assignments, shifts, work schedules or post of duty and temporary promotion or demotion to other job classifications.

2.

a) It is agreed that the right to make transfers is a unilateral right reserved to the Publisher, providing however:

1) That when there is a transfer contemplated from one shift to another, such transfer will be subject to a consent of the employee, except when no employee in the job classification involved will consent to such a transfer, the Publisher may make such transfer, without consent, giving due consideration to reverse seniority within the job classification.

2) That should the Publisher transfer an employee without his/her consent to a job classification in which said employee lacks experience, the employee will be given reasonable training and expected to perform at a satisfactory level.

b) There shall be no reduction in salary or impairment of benefits as a result of such transfer.

c) No employee shall be transferred to another enterprise conducted by or related to the Publisher, or to any department not covered by this Agreement, without the employee's consent.

3. The word "promotions" as used herein denotes permanent advancement to higher rated jobs, to supervisory positions and to higher paying positions outside the unit. If the Publisher intends to fill a permanent full time vacancy in the bargaining unit, it will post notice of such vacancy at least five (5) calendar days in advance of filling it permanently. Nothing herein shall affect the Publisher's right to transfer in accordance with this Article. The Publisher

shall provide the Guild, if requested, a copy of the posting, including a listing of all internal bidders.

4. The Publisher and the Guild agree that the ultimate decision with regard to promotions is reserved unilaterally and exclusively with the Publisher.

5. No employee shall be promoted without his/her consent.

6. Present employees shall be given first consideration in filling vacancies in higher classifications within the unit. Any employee making application who requests an interview will be given one.

7. Whenever an employee is assigned to another job classification in the unit which carries the same or higher rate of pay, he/she shall receive no less than the minimum rate of pay for the job classification into which he/she is assigned. In the event an employee is so assigned for sixty (60) work days within a ninety (90) calendar day period, the assignment to the higher classification shall be considered permanent. It is expressly understood that permanent advancement to a higher classification is not afforded by this provision to employees substituting for other employees absent for illness, vacation, leave of absence, or similar cause.

8. If an employee is assigned to work in a job classification within the bargaining unit in a labor grade higher than the employee's regular labor grade, additional compensation equal to the difference in the base rates will be paid. The next higher step in the base rate for the position being filled, as compared to the employee's current rate will be used for the calculation. In no case will an employee be paid less than \$8/shift.

Example: a reporter, 5<sup>th</sup> year, fills in for a copy editor. The reporter would receive the difference between \$1,018 and the next higher step on the copy editor pay rate, \$1065 or \$9.40/shift.

Example: a Reporter, 4<sup>th</sup> year, fills in for a copy editor. The reporter would receive the difference between \$946 and the next higher step on the copy editor pay rate, \$989, or \$8.60/shift.

(b) Unit employees filling in for excluded positions will be paid \$10/shift if filling in for a Level 2 position (such as "Assistant Sports Editor") and \$15/shift if filling in for a Level I position (such as "Sports Editor"). \$15/shift will also be paid if filling in as Slot Editor and as Local Desk Chief.

(c) If the T&G creates a new excluded position it will include in its notification to the Union the designation of said position as either Level 2 or Level I. Such designation shall be subject to the provisions of Article I, Section 3 of the contract.

## **ARTICLE 9 -- OVERTIME**

1. The Publisher shall compensate for all approved overtime after forty (40) hours worked in any one week at the rate of time and one half in cash. By mutual consent, time in excess of forty (40) hours may be taken as comp time in accordance with Federal and State law.

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

3. On overnight assignments, probable overtime shall be planned between the employee

and the Employer before the employee leaves on the assignment.

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

5. Any employee called back by management to work after his/her regular shift shall be paid their regular rate of pay including overtime if more than 40 worked hours in a week.

6. Paid time off will not count towards OT calculations.

7. The Publisher shall compensate for all overtime not later than the pay period next following that in which such overtime occurs.

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

### **NEWS DEPARTMENT**

1. The posted workweek shall be five (5) shifts of eight (8) consecutive hours. Employees will generally manage their time and actual start and ending times will vary depending on the nature of the assignments during a pay period.

2. The employee's work schedule showing normal starting and ending times of regular work shifts and regular days off will be posted on all Guild bulletin boards two (2) weeks in advance of the week for which it applies. Any change to an employee's schedule will be communicated to the affected employee at least 48 hours in advance unless a news emergency exists as determined by management. An employee shall comply with the employer's reasonable request to work beyond the normal hours of work. The employer shall make such request with as much advance notice as possible and with due consideration to the personal needs of the employee.

3. The work schedule shall:

- a. Provide employees with the opportunity for two consecutive days off each week
  - b. Not schedule split shifts
  - c. Provide a minimum of twelve (12) hours between shifts unless a news emergency exists as determined by management.
4. Employee's schedule will be determined by management based on operational needs.
5. The Publisher shall cause a record of all time to be kept, and this record shall be made available to the employee affected upon request at reasonable intervals.
6. Part-time employees will normally be scheduled less than thirty (30) hours per week.

## **ARTICLE 11 -- HOLIDAYS AND PERSONAL DAYS**

1. The following named holidays, or days as observed by the Company shall be the designated holidays under this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In addition, each January eligible full-time employees shall receive two floating holidays to be scheduled with the approval of his/her manager. Unused floating holidays cannot be carried over from year to year and will not be paid out at termination.

2. Employees whose regular day off falls on one of the hereinbefore designated holidays shall be

paid for the day at the regular straight time rate or shall be given another day off at office discretion, and employees whose regular day off falls on a day other than the holiday shall be given both the day off and the holiday without reduction in their regular weekly pay. Whenever one of the hereinbefore-designated holidays falls within an employee's vacation period, such employee shall have a day added to the vacation, either before or at the end of the vacation period. If mutually agreeable, the employee may receive a day's pay in lieu of a day off.

3. An employee required to work on a named holiday shall be paid time and one-half (1.5) times for holiday work and 1.0 times for the holiday for a total of two and one-half (2.5) times their regular rate of pay. No additional time off is required.

4. Personal Days. Full-time eligible Newsroom employees represented by the Guild will receive five (5) personal days annually beginning each January. These days will be prorated for employment of less than a full year. Unused days will not be paid out at termination nor can they be carried over from year to year.

## **ARTICLE 12 - 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 one (1) week 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 Publisher 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 prorated.

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. There will be no carry over vacation unless approved by the Executive Editor.

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 advance 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. It does not include overtime or any special forms of compensation such as bonuses or shift differential.

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 Publisher 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 Federal, State and/or Local regulations.
8. To the extent possible, an employee's return to work schedule for the week following his/her vacation shall be available to the employee prior to the start of the 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 13 SICK TIME**

1. Regular full-time employees and part-time employees meeting the standard set forth in Article 18, Section 2, are eligible for paid sick leave. In addition, part time employees regularly scheduled to work twenty-two and one half (22.5) hours per week or more are eligible for paid sick leave on a pro-rata basis.
2. Six (6) days of sick leave are allotted per year effective January 1. Sick leave may accumulate to a maximum of twenty-six (26) weeks. For new employees, paid sick leave may only be taken following the completion of the initial probationary period on a pro-rata basis. The amount of paid sick leave used cannot at any time exceed the allotted amount.
3. Sick leave is for bona fide illness or injury only. Paid sick leave may be used for disability due to pregnancy, child birth and related medical conditions on the same basis as any other type of medical disability. An employee's sick leave may be used for illness or injury of the employee's family as defined in Article 24 (Bereavement/Funeral Leave), for up to three days per year. Sick leave may also be used for emergency and elective medical and/or dental care that occurred during a work shift, including previously scheduled appointments. The actual time used, including travel time to and from work, will be charged to sick leave.
4. The employer may require a doctor's certification regarding the nature and length of a disability or to determine if the employee can return to work on a modified basis. This provision will not be exercised in an arbitrary or capricious manner.
5. Sick leave will not be deducted from hours worked for purposes of overtime or seniority determination.
6. Timely notification of sickness or accident is required. The employee or someone acting on the employee's behalf, shall give notice to the Employer as close as possible to the employee's starting time or sooner if known.

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

#### **ARTICLE 14 -- INSURANCE**

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

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

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

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 Worcester Telegram & Gazette 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.

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

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

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

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

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

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

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

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

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

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

12. Unstated Benefits. With respect to those benefits not expressly provided for by this Agreement, it is agreed that the Employer retains exclusively to itself the traditional right (as

historically existed prior to the effective date of this Agreement) to at any time revise, add to, delete, discontinue or otherwise change such benefits, providing such changes apply universally to all of the Employer's non-supervisory and non-managerial employees not represented by the Guild.

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

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

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

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

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

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

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

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

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

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



by an organization with which The Newspaper Guild is affiliated.

(c) The company shall be given 30-days notice of a union leave, including the start and return dates. Except by mutual consent, the number of employees on union leave shall not exceed two

(2) at any one time nor more than one (1) from any work group. No more than one employee may be on a union leave for duration longer than 30 days at any one time. Such leave shall not exceed one (1) year unless by agreement with the publisher. The company may make a temporary transfer, or use a temporary employee to work in the place of an employee on union leave, such employee shall be informed of the temporary nature of the assignment. In the event a temporary employee is used to cover the position of an employee on union leave for more than a year, this temporary employee shall enjoy all the contractual rights and benefits of a regular employee, except they shall be subject to layoff without recourse to Article 6 on the return of the employee on union leave.

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

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

#### **ARTICLE 16 – MILITARY LEAVE**

1. A military LOA will be granted if an employee is unable to attend work due to service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or any applicable State law. Advance notice to his/her Supervisor of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
2. Any military LOA will be unpaid, however, the employee may use any available earned and unused vacation and/or personal/sick time for the absence.
3. Continuation of benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.
4. If leave extends beyond thirty (30) days, benefit accruals, such as vacation, sick leave and holiday benefits, will be suspended during the leave and will resume upon return to active employment.
5. If an employee is on military LOA for thirty (30) days or less or for any length of time for the purpose of an examination to determine his/her fitness to perform service, he/she is required to return to work for his/her first regularly scheduled shift after the end of service, allowing reasonable travel time. If an employee is on a longer military leave, he/she must apply for reinstatement in accordance with USERRA and all applicable State laws.

6. When an employee is returning from military LOA, and upon receipt of his/her application for reinstatement, if applicable, he/she will be placed in the position he/she would have attained had he/she remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. An employee will be treated as though he/she were continuously employed for purposes of determining benefits based on length of service.

## ARTICLE 17 -- GENERAL SALARY PROVISIONS

### Full-Time

1. Full-time employees covered by this Agreement shall be paid as guided by the following schedule of hourly rates and by the provision of this Article.

Title			start	6mos	1yr	2yr	3yr	4yr	5yr
Reporter Columnist, Copy Editor	hourly rate prior cba		19.97	20.56	21.33	22.88	24.85	26.37	28.40
	September 1, 2018	1.00%	20.17	20.77	21.55	23.11	25.10	26.64	28.68
	October 1, 2019	1.75%	20.53	21.13	21.92	23.51	25.54	27.10	29.19
Reporter, Photographer, Graphic Artist	hourly rate prior cba		19.12	19.76	20.40	21.87	23.65	25.23	27.15
	September 1, 2018	1.00%	19.31	19.96	20.60	22.09	23.89	25.48	27.42
	October 1, 2019	1.75%	19.65	20.31	20.96	22.47	24.31	25.92	27.90
News Clerk	hourly rate prior cba		14.32	14.75	15.25	16.40	17.71	18.83	20.29
	September 1, 2018	1.00%	14.46	14.89	15.41	16.56	17.88	19.01	20.50
	October 1, 2019	1.75%	14.72	15.15	15.68	16.85	18.20	19.35	20.85
News Asst.	hourly rate prior cba		11.00						
	September 1, 2018	1.00%	11.11						
	January 1, 2019	MA state raise	12.00						
	October 1, 2019	1.75%	12.21						

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

The Company may hire new employees above the minimum.

The Company may pay Guild-represented employees individual merit increases and/or bonuses.

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.

There shall be no reduction in wages as a result of the wage reopeners.

If any union at the Company is granted an annual general wage increase in excess of those negotiated between the Guild and the Company, any such excess shall be granted in the

appropriate year or years to employees covered by this Agreement.

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

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

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

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

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

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

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

#### Wages -- Part Time

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

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

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

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

Part-time employees who are regularly scheduled to work 25 hours but less than 30 hours

per week shall be eligible for the following benefits:

Medical insurance;

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

Employee Assistance Plan;

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

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

Tuition Assistance

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

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

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

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

Employee Assistance Plan;

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

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

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

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

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

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

5. Temporary employees shall not be subject to the provisions of this Agreement, except as provided by Article 2 (Guild Membership), Article 3 (Information), Article 6, Section 3 (Probation Period), Article 9 (Overtime); Article 11, Section 5 (Holidays); Article 17 (General salary Provisions), Article 20 (Expense & Equipment); Article 21 (Journalistic Practices--NewsUnit); and where temporary employees are specifically mentioned. Disputes regarding the application of the specific provisions noted above will be subject to Article 4, (Grievance Resolution).

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

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

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

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

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

1. The Employer shall provide full reimbursement for ordinary business expenses incurred by an employee, provided such expenses are authorized and approved *in advance* by the Employer.
2. Employees who use their personal vehicles for ordinary business purposes shall be reimbursed for such use at a rate equal to that available to employees not in the Guild bargaining unit. The current rate is \$.36 per mile.
3. Necessary working equipment shall be provided to employees and paid for by the Employer but shall remain the property of the Employer. The determination of the necessity of the equipment and its selection shall be subject to the approval of the Employer.

#### **ARTICLE 21 -- JOURNALISTIC PRACTICES**

1. An employee's byline shall not be used over his/her objection, according to existing practices.
2. Substantive changes in material submitted by an employee shall be brought to the employee's attention prior to publication whenever possible. This provision shall not apply to changes made to expand or contract into available space.
3. An employee whose byline or credit line is used with published material that is later subject to correction or retraction shall be so informed prior to publication whenever possible. Corrections shall, whenever possible, identify whether it was a reporting, editing or source error.
4. An employee named in a letter to the editor, or clearly identified by the content and context of the letter, that is selected for publication shall be so informed prior to publication whenever possible.

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

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

No employee will be dismissed as a result of the company contracting out work.

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

1. **Bulletin Boards.** The Publisher shall provide bulletin boards suitably placed in all departments covered by this Agreement for the use of the Guild.

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

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

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

3. **General Bonus Program.** Eligible newsroom employees represented by the Guild will participate in any general bonus program if offered to non-union employees that provides various payouts for achieving performance, revenue and profit objectives. Such participation will be on the same basis as is provided to non-union employees.

4. **ADP Payroll.** Guild-covered employees at the Worcester Telegram & Gazette 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. It is agreed that this is a change in software and is the as is the current practice employees will continue to utilize the "honor system". Management 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.

5. **Voting.** An employee required to work on a local, state or national election day during the hours polls are open shall receive time off with pay at their regular straight time rate, up

to two hours in duration, but limited to the actual time necessary to vote.

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

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

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

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

Any employee contemplating such outside activity must inform the Publisher or his/her designee in writing in advance. The Publisher or his/her designee reserves the right to object to an activity based on the three standards listed above, but will not exercise this right in an unreasonable manner.

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

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

8. When assigned, reporters and photographers will provide information for multiple platforms, including, but not limited to, print and electronic products. Material may be in the form of stories, pictures, video or audio recordings, captions, cut lines, slide shows or notes.

Only those employees in the affected classifications as of June 2010 have the right to refrain from appearing on camera or being photographed for publication.

Equipment will be provided by the Company in accordance with Article 20 of the Collective Bargaining Agreement. Training will be provided by the Company in a manner and form consistent with and similar to other training conducted for employees. Employees will make a good faith effort in their training and utilization of all equipment. In this regard, training and development activities will be assessed on an individual basis and if the employee is experiencing difficulties, additional training and coaching will be conducted to help improve performance.

9. During working hours bargaining-unit employees may be required to complete training with respect to the Company's code of conduct, harassment policy, and NewsRoom 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 24 -- BEREAVEMENT/FUNERAL LEAVE**

1. If an employee needs to take time off due to the death of an Immediate Family member (as defined below), the employee should notify his/her Supervisor as to the anticipated length of absence.
2. Up to three (3) regularly scheduled consecutive working days of paid leave will be provided to active full-time employees to attend the funeral of Immediate Family members and deal with related personal matters. In the event of the death of Other Family members (as defined below) one paid day off will be granted to attend the funeral or deal with related personal issues.
3. "Immediate Family" members consist of spouse or significant other, child, step-child, parent, sibling, grandparent, grandchild, mother-in-law and father-in-law.
4. "Other Family" members consist of aunts, uncles, first cousins, stepfamilies and other in-laws.
5. Paid leave will be based on the employee's normally scheduled hours at their straight time rate.
6. The employee may, with his/her Supervisor's approval, use any available paid leave and request unpaid time off if additional time off is necessary.
7. Part-time employees will be allowed paid bereavement per above, if the day of the service/funeral coincides with a regularly scheduled workday.
8. Local Human Resources Representative or Corporate Human Resources reserves the right to require proof of death. Special family situations will be reviewed on a case-by-case basis.

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

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

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

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

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



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

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

## **ARTICLE 27 -- DURATION & RENEWAL**

1. This contract will commence on July 24, 2019 and remain in full force and effect until midnight on December 1, 2020.
2. The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Publisher or the Union shall give to the other written notice by registered mail of its desire to modify or terminate this Agreement at least sixty (60) days prior to its expiration date. During negotiations the contract shall remain in full force unless either party serves notice (of at least 60 days) of its intent to formally terminate the contract.
3. Effective on or about July 8, 2019, the parties will commence negotiations only on the subjects of wage increases and the sharing of health insurance premiums for the period January 1, 2020 through December 31, 2020 ("Reopener Period"). The Guild agrees, on a non-precedential basis, to waive its right to bargain over plan design in this reopener in accordance with graph 4 below. In so doing, the Guild does not waive its right to bargain over future plan design changes. In short, the Guild's waiver is limited solely with respect to plan design as part of this reopener and such waiver, being non-precedential, shall not be cited in any forum as evidence of status quo conditions. To be clear, plan design changes for the 2021 plan year shall not be subject to discretionary changes on the part of the Employer.
4. Except for the No Strike/No Lockout provisions of this Agreement, all other provisions of the Agreement shall remain in full force and effect during the Reopener Period. Absent agreement, either party shall have the right to take economic action during or after the Reopener Period, e.g., the Guild shall have the right to strike in support of its positions and/or the Employer to unilaterally implement changes in health insurance premiums in accordance with applicable law, (i.e., in the event of lawful impasse) and these issues and/or matters shall not be subject to the grievance/arbitration provisions of the Agreement.
5. Notwithstanding the above, and even in the event of lawful impasse during the Reopener Period the Employer under no circumstances will unilaterally implement changes in premiums that would result in Guild unit employees paying a higher dollar amount in premium expense than unrepresented employees at the same newspaper for the same coverage.
6. The Parties agree that during the Reopener Period and in the absence of lawful impasse, the Employer's right to make plan design changes is governed by the status quo as set forth in the Parties' December 12, 2017 Global Memorandum of Agreement, paragraph 3 beginning with the second sentence. The Employer agrees that it will not unilaterally implement plan design changes during the Reopener Period that do not allow bargaining unit employees to participate in plans with the same plan design as for unrepresented employees at the same newspaper for the same coverage. Moreover, under no circumstance will the

Employer unilaterally implement plan design changes for the 2020 Plan Year that would result in Guild unit employees: 1) being deprived of the option of family coverage; or 2) being given the option only of a high deductible plan as defined under the Affordable Care Act.

7. The Parties share the common goal of reaching agreement on this Reopener prior to December 1, 2019. Doing so would ensure the timely treatment of, and the certainty for both sides through the Reopener Period on two critical economic issues: wage increases and health insurance. Therefore, the Guild and the Publisher jointly commit to expedite these Reopener negotiations, including endeavoring to meet in a timely fashion and with reasonable frequency, as required, and treating the mutual goal of reaching an early agreement as a priority.

For the Guild:

*Elizabeth J. Regan*  
*Administrator PNG-31041*  
*Sept. 9, 2019*

For the Telegram & Gazette

*Thomas C. Zif*

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**MEMORANDUM OF AGREEMENT #1**

May 20, 2010

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

Dear Ms. Regan:

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

Very truly yours,

Victor A. DiNardo  
Director of Human Resources

**EXHIBIT A**  
**WAIVER AND 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 Worcester Telegram & Gazette (Worcester, MA) (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

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<sup>1</sup> The relevant state, which in the case of the Worcester Telegram & Gazette (Worcester, Massachusetts), will be inserted here.

(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.

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