

# Brockton Enterprise Contract

with the

## Newspaper Guild

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[Michael Welch](#)

# ENTERPRISE PUBLISHING COMPANY

AND

# THE NEWSPAPER GUILD OF BROCKTON

MAY 2, 2011 – April 15, 2015

## AGREEMENT

This Agreement is made the 3<sup>rd</sup> day of December 2012 between the Enterprise Publishing Company LLC of Brockton, Massachusetts, a corporation, hereinafter known as the "Publisher," and The Newspaper Guild of Brockton TNG/CWA, a local chartered by The Newspaper Guild (AFL-CIO), hereinafter known as the "Guild," acting for and on behalf of the employees of the Publisher as described in Article 1.

### ARTICLE 1

#### Coverage

**SECTION 1.** This Agreement covers all employees of the Publisher in the editorial, advertising, business, circulation and maintenance departments except for the inserting and mailroom departments, the publisher, executive editor, managing editor, assistant training manager, sports editor, assistant sports editor, human resources director, retail advertising manager, news editor, city/metro editor, controller, prepress manager, director of creative services, creative services manager, trucking manager, Sunday editor, director of photography, night metro editor, general manager, educational outreach manager, circulation manager, computer systems manager, editorial systems editor, suburban editor, online editor, visuals editor, retail operations manager, retail sales manager, classified director, classified manager, classified operations manager, marketing research manager, office manager, classified sales manager, home delivery manager, retention manager, temporary employees (six months) and other supervisors within the meaning of the Act. Exempt employees will not perform unit work except as they have done in the past and except in substantial and unforeseen emergencies.

Whenever the Publisher intends to create a new exempt position as defined in the Act it shall first notify the Guild thirty days in advance and the parties will discuss the criteria and job duties of this proposed position. If the parties are unable to reach agreement as to the exempt status of this position, the Publisher may create the position in question and the issue will be resolved under Article 10. The arbitrator shall have complete power over a make-whole remedy.

**SECTION 2.** The jurisdiction of the Guild has been established through collective bargaining agreements and practices. The Publisher shall continue to assign work to the unit in accordance with these Agreements and practices and ensure that no employee within the Guild's bargaining unit will be dismissed as a result of the transfer of work out of the bargaining unit to persons or firms not covered by the parties' collective bargaining Agreement. It is understood that the transfer of work outside of the bargaining unit will be in accord with past practices or past circumstances.

## ARTICLE 2

### Salaries

**SECTION 1.** The weekly salary minimums in effect during the term of this Agreement shall be as set forth below:

Classification		1st year	2nd year	3rd year	4th year	5th year
<b>Reporters, Sports Writers, Photographers, Co-Op Ad Specialists, Advertising/Editorial Graphic Artist Advertising Representative</b>						
	Weekly	470.77	523.00	592.70	729.39	874.17
	Hourly	12.5540	13.9467	15.8054	19.4505	23.3111
<b>Night Editor, Assistant City Editor, School Sports Editor, Senior Sports Writer</b>						
	Weekly	912.56	948.15			
	Hourly	24.3350	25.2840			
<b>Wire Editor</b>						
	Weekly	898.24	938.72			
	Hourly	23.9531	25.0324			
<b>Editorial Writer, Copy Desk, Women's Editor</b>						
	Weekly	891.20	931.70			
	Hourly	23.7654	24.8453			
<b>Lifestyle Writers</b>						

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Weekly	470.77	523.00	592.70	713.35	753.73
Hourly	12.5540	13.9467	15.8054	19.0225	20.0995

**Assistant Ad Services Manager**

Weekly	520.77	573.00	642.70	779.39	924.17
Hourly	13.8873	15.2800	17.1387	20.7838	24.6444

**Advertising Layout**

Weekly	459.30	510.25	578.25	695.95
Hourly	12.2479	13.6066	15.4200	18.5586

**Obituary Writer**

Weekly	523.00	592.70	689.66
Hourly	13.9467	15.8054	18.3911

**Photo Technician**

Weekly	501.67	579.71	613.15
Hourly	13.3779	15.4589	16.3508

**National Ad Coordinator**

Weekly	661.57	679.07	705.33
Hourly	17.6418	18.1084	18.8087

**District Managers & Mailroom Coordinators**

Weekly	640.23	667.84	711.06	808.23
Hourly	17.0727	17.8091	18.9616	21.5528

**Circulation Office Coordinator**

Weekly	602.75
Hourly	16.0734

**Maintenance Persons**

Weekly	543.64	641.96	696.43
Hourly	14.4970	17.1190	18.5715

**Mechanics**

Weekly	601.65	672.29	718.65
Hourly	16.0441	17.9277	19.1640

**Clerks, Customer Service Representatives, Telephone Operator(s)**

Weekly	450.09	468.09	492.98
Hourly	12.0025	12.4825	13.1462

**Office Persons**

Weekly	430.41
Hourly	11.4776

**Classified Inside Sales Representatives, Counter Clerks**

Weekly	480.92	499.34	525.58
Hourly	12.8246	13.3158	14.0155

**Classified Copy Control Clerks, Raw Text/Graphics**

Weekly	506.53
Hourly	13.5074

**Area Representatives, Librarian, Computer Operator**

Weekly	430.41	448.26	486.25	527.34	565.32
Hourly	11.4776	11.9536	12.9667	14.0624	15.0752

**Janitors**

Weekly	430.41	443.68
Hourly	11.4776	11.8314

**Motor Route Drivers**

Hourly	13.5670	15.4669
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**Dispatch Drivers**

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Hourly	10.1403	11.0610
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**Spare District Drivers**

Hourly	12.1387	13.1458
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**Sunday Drivers**

Hourly	13.1458	13.9939
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**Advertising Coordinators**

	Upon hire:	6 months:
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Weekly	585	630
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Hourly	15.60	16.80
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By the end of the first quarter of each of 2013, 2014 and 2015, the Publisher shall calculate the gross revenue received in the year just ended (2012, 2013 and 2014, respectively). If such revenue exceeds the prior year's revenue by 3% or more, but less than 5%, the Publisher shall increase all wages in the above tables by 2%; if the increase in annual revenue is greater than 5%, the Publisher shall increase wages by 3%. All increases shall be paid retroactively from January 1, 2013, January 1 2014 and January 1, 2015, respectively.

**SECTION 1.**

a) In addition to the weekly minimum salary set forth in Section 1, the Publisher shall continue to have an Advertising Incentive Plan for Advertising Representatives. The incentive programs shall be developed by the Publisher and include incentives for special promotions that are commissionable. House accounts will not be commissionable. Overdue accounts of 90 days or more will be charged against the Advertising Representative's earned revenue at the end of each month for the purpose of calculating additional incentives as applicable. Any credits deducted shall be reinstated upon collection of the account.

**SECTION 2.** Employees paid above the minimum for their classification and experience shall maintain the same dollar differential above the new minimum when minimums are increased.

**SECTION 3.** Experience in respect to editorial classifications, other than librarian, shall include all regular employment in an editorial capacity on any daily newspaper, news or feature

syndicate, press association or recognized news magazine. Experience in other classifications shall include all regular employment in similar work for newspapers or other establishments.

**SECTION 4.** There shall be no reductions in salaries.

**SECTION 5.** Nothing in this Agreement shall prevent employees from bargaining individually for pay increases in excess of the minimums established herein.

**SECTION 6.** Each employee required to "fill in" on a classification other than his/her own shall receive the daily differential as has been in effect as provided in Section 9 of this Article.

**SECTION 7.** Part-time employees shall receive all the rights and benefits of this Agreement excepting as to Article 3, Section 2. Part-time employees shall be paid no less than the highest minimum hourly rate of pay required by this Agreement for their years of experience in their own classification.

**SECTION 8.** Any full time employee whose normal work schedule requires him/her to be on duty at any time between 6:00 p.m. and 6:00 a.m. shall receive \$3.50 per shift increase above his/ her normal pay; provided, if and when any change of such employee's regular schedule does not require him/ her to be on duty at any time between 6:00 p.m. and 6:00 a.m., the \$3.50 per shift shall no longer be paid.

**SECTION 9.** Higher classification work by an employee who is in a lower classification shall be paid for at the higher classification rate according to the lower paid employee's years of experience in his/her classification on a per diem basis when said employee does higher classification work.

**SECTION 10.** The Publisher will furnish to the Guild within thirty (30) days of each new hire, rehire, or transfer into the bargaining unit, a copy of a form showing as they appear in the Publisher's records the employee's name, address, telephone number, date of birth, job classification, experience rating, salary and date of hire (first day worked). It is understood that the Publisher is not responsible to the Guild for the accuracy of the information furnished to it by the employees. Also, the Publisher will periodically transmit copies of forms reflecting changes in salary and/or job classification, as they may occur, and changes in the names and addresses of employees.

**SECTION 11.** Employees assigned to work as Regional Sales and Service Managers shall receive a weekly increase of Thirty-Five Dollars (\$35.00) above the applicable District Manager classification, and employees assigned to work as Regional District Managers shall receive a weekly increase of Twenty-Five Dollars (\$25.00) above the applicable District Manager classification when they are assigned to such positions. The contract classifications and seniority of employees assigned to these positions shall remain unchanged. (It is understood that Article 2, Section 4, and Article 5 are not applicable to such assignments and increases.)

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**SECTION 12.** An employee assigned to work as Loading Platform Coordinator shall receive a weekly increase of Twenty-Five Dollars (\$25.00) above the applicable District Manager classification when assigned to such position. The contract classifications and seniority of employees assigned to this position shall remain unchanged. (It is understood that Article 2, Section 4, and Article 5 are not applicable to such assignments and increases.)

**SECTION 13.** An employee assigned to work as Truck Coordinator shall receive a weekly increase of Fifteen Dollars (\$15.00) above the applicable District Manager classification when assigned to such position. The contract classifications and seniority of employees assigned to this position shall remain unchanged. (It is understood that Article 2, Section 4, and Article 5 are not applicable to such assignments and increases.)

**SECTION 14.** All employees will be paid via direct deposit/electronic funds transfer into accounts at recognized financial institutions that they designate. Electronic pay stubs will be made available to all employees & the practice of issuing paper pay stubs will cease upon the signing of this agreement. In the event that the Publisher institutes a policy of paying wages and salaries via debit card, all transaction fees related to the use of this debit card will be paid for by the Publisher.

### **ARTICLE 3**

#### **Hours**

**SECTION 1.** The workweek shall consist of five (5) shifts of seven and one-half (7-1/2) hours each.

**SECTION 2.** The work shift shall consist of seven and one-half (7-1/2) hours falling within eight and one-half (8-1/2) hours.

**SECTION 3.** The Publisher shall compensate for overtime after seven and one-half (7-1/2) hours in any one day or after thirty-seven and one-half (37-1/2) hours in any one (1) week at the rate of time and one-half in cash. An employee required to work on his/her day off shall receive not less than seven and one-half (7-1/2) hours pay at the overtime rate.

**SECTION 4.** The Publisher shall cause a work schedule, showing normal starting and quitting times of regular work shifts and regular days off, to be posted on all Guild bulletin boards one (1) week in advance of the week for which it applies. Such schedule shall be subject to change on one (1) week's notice, except when mutually agreed with the employee for a shorter notice period.

**SECTION 5.** Any employee called back to work after his/her regular working shift shall be paid for the time traveled to and from work in addition to the time worked, all at the overtime rate.

**SECTION 6.** 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.



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

**SECTION 8.** No deductions shall be made from overtime earned or to be earned for time off due to sickness or other causes.

## **ARTICLE 4**

### **Security**

**SECTION 1.** No employee who has completed the probationary period shall be subject to discharge except for just and sufficient cause or to reduce the force.

**SECTION 2.** The term "probationary period" represents a period of employment with the Publisher not in excess of ninety (90) days, except that in the editorial department, including the newsroom, the probationary period shall be a period of employment with the Publisher not in excess of 120 days, and the supervisor shall meet with the probationary employee no less frequently than at the mid point of any probationary period and the company will provide to the employee and the Union a written evaluation of the employee's progress.

### **SECTION 3.**

a) In the event of a discharge to reduce the force, such discharge shall be in inverse order of seniority within the classification involved.

b) An employee designated for discharge under paragraph a) of this Section may elect to return to a job classification in the same or lower wage grade from which he/she previously transferred or was promoted and which the employee regularly held with the Publisher. In exercising this right, the returning employee may displace the least senior employee in the other classification.

c) An employee displaced pursuant to Section 3 b) above may, in turn, elect to return to a job classification in the same or lower wage grade from which he/she previously transferred or was promoted and which the employee regularly held with the Publisher. No more than two (2) employees may be displaced as the result of a discharge to reduce the force, and the employee ultimately discharged shall be the last senior in his/her classification.

d) If, during the term of this Agreement, the Publisher dismisses an employee to reduce the force, the Publisher shall place his/her name on a rehiring list and give preference to such employee for any job covered by this Agreement for which he/she is qualified (or, in the case of an employee who has returned to his/her former job classification pursuant to Article 4, Sections 3 b) or c), for a job in the classification from which he/she was displaced) for three (3) years, subject to the provisions of Paragraph (g) below.

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e) The Publisher shall notify an employee on the rehiring list of vacancies by registered or certified mail, and the employee will be given forty-eight (48) hours from the time he/she receives such notification in which to make his/her decision to accept or reject the offer of reemployment, subject to the provisions of Paragraph (g) below. Should he/she accept the job, he/she may be given an additional two (2) weeks in which to report for work. Failure to comply with this provision shall cause the employee's name to be removed from the rehiring list.

- f) Time spent on the rehiring list shall not constitute a break in continuity of service, but shall not be construed to be service time for the purpose of determining the length of service benefits with the Publisher.
- g) Employees who have been discharged, out of seniority order, and who have accepted and received a severance package from the Publisher shall not be subject to any of the provisions of Article 4 Section 3 Paragraphs (d), (e) & (f).

**SECTION 4.** Upon dismissal and upon request, the Publisher shall give an employee dismissed a written statement, with a copy to the Guild, giving the cause for dismissal. Employees who are to be discharged for cause for reasons other than gross misconduct shall receive one (1) calendar week's notice, or if the Publisher elects, a week's straight time pay in lieu thereof. Employees to be dismissed in a reduction of force shall receive two (2) weeks' notice of dismissal.

**SECTION 5.** Employees shall not be required to do the work normally done by employees of any other department who are on legal strike, or to pass any picket line authorized by an intra-plant union.

**SECTION 6.** It is agreed that any employee who is or becomes a member of the Guild on the date of signing of this Agreement or thereafter during its term shall maintain such membership in good standing, as defined by statute, during the term of this Agreement, as a condition of continued employment. All employees (excluding those hired for summer months only) who are hired after the effective date of this Agreement shall become and remain, during the term of this Agreement, members in good standing of the Union, or at minimum fulfill the core financial obligation of such membership, as a condition of employment, on or after the thirty-first day following the beginning of their employment. Any employee terminated under this provision shall forfeit any rights or benefits otherwise available under the other Sections of this Article 4 and under Article 6.

**SECTION 7.** Seniority means length of continuous employment in departments covered by this Agreement. Employment shall be deemed continuous unless interrupted by a) dismissal for just and sufficient cause, b) resignation, c) transfer to employment in a department not covered by this contract, d) refusal to accept an offer to rehire into the classification in which the employee worked when dismissed, or e) expiration of the rehire period as provided by Section 4.3 b) without an offer of rehire.

**SECTION 8.** No employee within the bargaining unit for five (5) years or more shall be dismissed in a reduction of force attributed to introduction of new equipment resulting in new processes or methods.

**SECTION 9.** There shall be no interference or attempt to interfere with the operation of the Guild.

**SECTION 10.** The Publisher agrees not to discriminate against employees in the bargaining unit in violation of applicable laws prohibiting discrimination on account of race, religion, creed, gender, age, sexual orientation, national origin or handicap.

**SECTION 11.** The Guild shall be given four months' notice, if practicable, of a decision to introduce new or modified equipment or machines which will create a new job classification or alter the job content of an existing job classification.

**SECTION 12.** The frequency and schedule of publication shall be within the Publisher's discretion; provided, however, that the Publisher shall give the Guild 45 day's notice of any change.

Any reduction of force in the circulation department as a direct result of reducing the number of days the newspaper is published will be carried out in accordance with Article 4 Section 3 of the contract except that, for the purposes of this section only, part time employees will be laid off before full time employees.

The parties agree to meet in a timely manner to discuss severance terms for employees whose positions are eliminated as a result of a change in frequency of publication. Such discussions shall not delay implementation of any such change after the 45-day notice period has expired. In the event that the parties do not reach agreement on severance terms, the severance provided under Article 6 Section 1 (as may be amended) in this agreement shall be paid.

## **ARTICLE 5**

### **Transfers and Promotions**

**SECTION 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.

#### **SECTION 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 such 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 that job classification.

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2) That should the Publisher transfer an employee without his/her consent to a job classification in which said employee lacks experience, his/ her inability to satisfactorily perform the job duties required may not be considered as just and sufficient cause for discharge.

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

c) Should the Publisher transfer an employee to a new post of duty beyond a twenty mile radius of his/ her former post of duty, the Publisher shall pay all transportation and other moving expenses of the employee and his/her family if the employee desires to move and he/she has so notified the Publisher within six (6) months from the date of his/her transfer and such a move is made within one (1) year's time from the date of transfer.

d) 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.

**SECTION 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 with a copy of each posting, including a listing of all bidders and an indication of the individual to whom the job was awarded.

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

**SECTION 5.** No employee shall be promoted without consent.

**SECTION 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.

**SECTION 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 and shall be given a trial period of sixty (60) days to prove that he/she is capable of performing the job duties. An employee may be returned by action of the Publisher or at his/her own request to the classification from which he/she was advanced at any time before the end of the trial period at the pay he/she would have received had he/she remained in his/her former classification. 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.

## ARTICLE 6

## Severance Pay

**SECTION 1.** Upon dismissal, except in the case of gross misconduct or in case of self-provoked discharge, any employee covered by this Agreement shall receive one (1) week's pay for each six (6) months of service, or major portion thereof, with the Publisher in any department covered by this Agreement. Such severance pay shall not exceed twenty-six (26) weeks; provided that, for the purpose of figuring severance pay in the case of a part-time worker, six (6) month units shall be computed by summing hours of work to equal thirty-seven and one-half (37-1/2) hours a week over the six (6) month period; and provided that any period of employment for which the severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.

**SECTION 2.** The amount of "one (1) week's pay" shall be the higher regular rate of earning of the employee in the preceding twelve (12) months. For Advertising Representatives, the amount of "one week's pay" shall include average weekly commissions for an incumbent Advertising Representative based on the preceding twelve (12) calendar months.

**SECTION 3.** Any employee from a covered department upon reaching the age of sixty-five (65) may voluntarily retire and upon his/her retirement shall receive the severance pay provided in accordance with Section 1 hereof, upon the following schedule. Employees who are age 60 or over upon the signing date of this Agreement shall receive the full severance as outlined above. Employees who are age 55-59 upon the signing of this Agreement shall receive 50% of the severance outlined above. Employees who are 50-54 upon signing of this Agreement shall receive 33.3% of the severance as outlined above. Current employees who are 49 or younger upon the signing of this Agreement, and all new employees hired after the signing of this Agreement, shall not be eligible for retirement severance under this Section.

**SECTION 4.** By mutual agreement between the Publisher and the employee, severance pay must be paid by the Publisher either in a lump sum or on stipulated installments, but in no case shall the total amount paid by the Publisher on an installment basis be more than the total amount due the employee as severance. If an employee dies while receiving his/her severance on installments, the amount of original severance still unpaid shall be paid to the estate or beneficiary of the employee.

## **ARTICLE 7**

### Vacations

**SECTION 1.** Employees who have completed specified periods of service by January 1 of each year shall receive an annual vacation with full pay on the following basis:

Less than one (1) year's service	One (1) day of vacation for each twenty-five (25) days worked
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One (1) full year of service	Two (2) weeks annually
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Five (5) years of service

Three (3) weeks annually

Ten (10) years of service

Four (4) weeks annually

Part-time employees employed on a six-day (6-day) basis, five (5) hours per day, shall receive vacations on the same basis as above, except that one (1) week's vacation shall consist of six (6), five-hour (5-hour) working days.

**SECTION 2.** The vacation period, excepting for any third or fourth week, shall be between May 1 and September 30. Unless otherwise mutually agreed by the Publisher and the employee, the vacation period for any third or fourth week shall be between January 1 and April 30 and between October 1 and December 31. First and/or second weeks of vacation may be taken other than between May 1 and September 30 by arrangement with the Publisher.

**SECTION 3.** By January 1, the Publisher shall post on all department bulletin boards a notice to employees so that by February 1 they shall be able to designate their choice of vacations. Employees may have a choice of their vacation periods on the basis of seniority of service with the Publisher, within the department. The vacation list shall be posted by February 15.

**SECTION 4.** Pro-rated vacation pay shall be paid an employee whose service is terminated for any reason. Vacation credit shall begin with the date of employment.

**SECTION 5.** No employee shall be required to take a "split vacation" during the summer months, but may, by arrangement with the Publisher, take such vacation.

**SECTION 6.** The Publisher may, if agreeable to the employee, require an employee to work during his/her vacation. Any employee required to work during his/her vacation, however, shall be compensated at the regular rates of total compensation and shall receive, in addition, the vacation pay to which he/she is entitled.

## **ARTICLE 8**

### **Holidays**

**SECTION 1.** The following named holidays, or days legally observed as such in Massachusetts, shall be the designated holidays under this Agreement: New Year's Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas.

**SECTION 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.

**SECTION 3.** In the event that an employee is required to work on any of the hereinbefore designated holidays, he/she shall be compensated at the rate of time and one-half of the regular straight time rate in cash, but shall receive no less than a full day's regular straight time pay.

**SECTION 4.** In addition to and apart from the holidays set forth in the foregoing Sections of this Article, each employee shall be granted one (1) day off with pay in each calendar year, provided the employee has completed six (6) months of continuous service.

Effective January 1, 1996, any employee who has completed 25 years of continuous service with the Company as of that date will receive an additional day off with pay in each calendar year; and effective January 1, 1997, any employee who has completed 35 or more years of continuous service with the Company as of that date will receive another additional day off with pay in each calendar year.

#### **Bonus Personal Day/Sick Leave**

Effective January 1, 1996, any employee who completes a calendar year who is not absent because of paid sick leave on more than one (1) occasion which does not involve more than three (3) days of paid sick leave; and who does not miss more than ten (10) days of work (excluding paid vacation, paid holidays and authorized time off for union business) during such year for any reason shall receive an extra personal day off with pay in the next calendar year.

### **ARTICLE 9**

#### **Sick Leave**

**SECTION 1.** Notwithstanding anything in this Article to the contrary, any compensation received by an employee for illness or injury from such sources as Workers' Compensation or SSI shall be deducted from any benefits due under this Article in accordance with existing practices.

a) ***Sick Leave Year.*** For purposes of this Article, beginning with calendar year 2013, a sick leave year shall be defined as the year from January 1 through December 31.

b) ***Eligibility.*** Full-time employees and part-time employees who are regularly scheduled to work thirty (30) hours per week or more, who have completed three (3) months of continuous service and who are actively engaged in a department covered by this Agreement shall be eligible for sick leave with pay on the conditions set forth in this Article.

c) **Benefits.** Employees regularly working more than 30 hours per week (“Eligible Employees”) during the 90 days preceding illness or injury who are absent because of illness or injury for five consecutive work days or less, shall receive 100% of his/her base pay for each full day of absence, subject to a maximum of 5 days in a year [maximum of 7 days in a year for following Named Employees Bonnie Brunetti & Cyndy Taylor]. Eligible Employees shall be eligible to participate in short-term disability insurance that shall provide for a minimum of 60% of an employee’s base pay for absence caused by illness or injury of up to thirteen weeks, and to participate in long-term disability insurance that shall provide for a minimum of 60% of an employee’s base pay for absence caused by illness or injury of more than thirteen weeks. All costs of such insurance shall be borne by the publisher. Employees working more than 30 hours per week as of the date of signing of this Agreement who in the future receive benefits under either short-term or long-term disability insurance shall receive such additional benefits or payments as necessary to provide a total of 75% of pay during such period of disability, up to 49 weeks per leave year.

d) **Coverage of short-term disability exclusion period.** Employees who in any leave year do not have sufficient sick days remaining under Article 9, Section 1(c) to receive pay during any exclusion period for an illness or injury covered by the Publisher’s short-term disability insurance may (1) use accrued vacation time to receive pay for such period, (2) to the extent accrued vacation time is exhausted, may borrow against vacation time entitlement from the following calendar year, and/or (3) may use any sick time under Article 9, Section 1(c) that was not used in the immediately preceding calendar year. Employees have the option of electing, at their discretion, to use the accrued sick days, to use vacation time, or to go without pay for the days in question.

**SECTION 2.** Sick leave shall not be considered an interruption of service time affecting seniority as recognized in this Agreement and/or in the computation of severance pay.

## **ARTICLE 10**

### **Grievance Procedure**

**SECTION 1.** The Guild shall designate a committee of its own choosing to take up with the Publisher or its authorized agent any matter (1) involving the interpretation of any provision of this Agreement, or (2) involving the violation of any provision of this Agreement; provided, however, that during working hours, no more than three (3) employees of the Publisher shall be members of said committee.

**SECTION 2.** The Publisher agrees to meet with the committee within five (5) business days (Monday through Friday) starting the day after receipt of a written request.

**SECTION 3.** Any matter defined in Section 1 of this Article not satisfactorily settled within thirty (30) days of its first consideration may be submitted to final and binding arbitration by either party. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The costs of such arbitration shall be borne



equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent, unless so ordered by the Arbitrator.

## **ARTICLE 11**

### **Expenses and Equipment**

**SECTION 1.** The Publisher shall pay all authorized expenses incurred by an employee in the service of the Publisher and shall compensate for the use of an automobile in the service of the Publisher, except travel to and from work, at the standard mileage rates as established from time to time by the Internal Revenue Service, less ten cents per mile.

Any employee whose car is required in the service of the Publisher shall be guaranteed a minimum of Twenty-Five Dollars (\$25.00) per month for mileage reimbursement in any calendar month in which the use of his/her car is required. For purposes of this paragraph, the minimum shall apply to an employee who begins work on or before the 15th of a month or to a terminated employee who terminates after the 15th of a month.

In addition to the above mileage reimbursement, the Publisher agrees to pay to those employees required to use their automobile in the service of the Publisher and who show proof of having secured "business usage coverage - Class 30," an annual allowance calculated upon the difference in cost between Class 30 and Class 10 for coverages of auto. The calculations shall be from insurance rates set by the state.

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

## **ARTICLE 12**

### **Outside Activities**

Any employee of the Publisher shall be free to engage in any activity outside of working hours provided that such activity is not in competition with the Publisher and provided that such activity does not interfere with his or her duties for the Publisher. Any such employee shall not engage in any activity for any person or corporation other than the Publisher during working hours unless authorized to do so by the Publisher.

## **ARTICLE 13**

### **Leaves of Absence**

**SECTION 1.** Upon request, the Publisher shall grant leaves of absence for good and sufficient cause. Pregnancy shall be deemed to be good and sufficient cause for a leave of up to six (6) months duration. Such leaves shall not constitute breaks in continuity of service, but shall not be construed as service time.

**SECTION 2.** In the event an employee is elected or appointed to an office in The Newspaper Guild, or is elected or appointed a delegate to convention of The Newspaper Guild/CWA or the AFL-CIO, or to special meetings called by The Newspaper Guild, or requires time to participate in grievance/arbitration proceedings or negotiation preparation, such employee shall be given leave of absence therefore; provided, however, that whenever there is more than one delegate from the classifications in Advertising Sales to a convention or special meeting of The Newspaper Guild/CWA or the AFL-CIO, the parties agree that the Publisher may utilize, without precedent, Advertising Sales employees from the Quincy Patriot Ledger to cover for such absences. For all other purposes, including administrative duties, an officer shall be limited to six days per calendar year, and upon his/her return shall be reinstated in the same position he/she held upon departing upon such leave. Such leaves shall not constitute breaks in continuity of service, but shall not be construed as service time. The Union will attempt to give as much notice as possible.

**SECTION 3.** It is agreed that upon the death of the mother, father (including step-parent), spouse, domestic partner, or child (including step-child), brother or sister (including step-sibling), father-in-law, mother-in-law, grandparent, grandchild, sister-in-law or brother-in-law, aunt or uncle of any employee shall be given up to three (3) days' funeral leave without loss of wages (except that only one day's leave shall be given in the case of an aunt or uncle), provided in all cases that said employee is taking an active part in making arrangements for the funeral and is to be in attendance at funeral services for the deceased. Holidays, days off and Sundays are to be considered as part of funeral leave time.

## **ARTICLE 14**

### **Miscellaneous**

**SECTION 1.** An employee's by-line shall not be used over his/her objection.

**SECTION 2.** The Publisher shall provide bulletin boards suitably placed in all departments covered by this Agreement for the use of the Guild.

**SECTION 3.** 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.

**SECTION 4.** The Publisher shall provide the Union with a written copy of any new incentive plans prior to them being implemented or communicated to staff.

## **ARTICLE 15**

### **Group Insurance**

**SECTION 1.** The Publisher shall make available to all employees who regularly work thirty (30) or more hours per week the GateHouse Media New England Enhanced & Basic Plans (the "Health Plans"), as amended to reflect the 2012 Plan Designs in effect for non bargaining

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unit personnel who are employees of GateHouse Media New England. The 2012 Plan Design will go in to effect on January 1, 2013. Effective weekly employee contribution rates for 2012 would be:

	Enhanced	Basic
Single Coverage	\$23.72	\$21.98
Employee + 1 Coverage	\$83.11	\$77.24
Family Coverage	\$94.42	\$91.76

In any subsequent calendar year the Publisher may increase employee contributions, not to exceed the lesser of (a) 8% of the prior year's contribution and (b) the average rate of increase required of any other employee of The Enterprise who participates in the Health Plan. If the average increase is negative, rates for bargaining unit members will decrease by the same overall average percentage.

The Publisher agrees that the level of benefits as well as required co-payments, co-insurance, and other payments required of employees will not change, except as may be required by federal or state law.

**SECTION 1A.** For each full calendar year that this Agreement is in effect, to the extent that employees participating in the Plan pay deductibles and/or co-insurance amounts, the Publisher agrees to reimburse such employees per Tables 1 and/or Table 2 below.

<b>Table 1.</b>	<b>Deductible</b>	<b>Reimbursement</b>
Single Coverage	>\$650 <\$1,300	60% max \$210
EE + 1 Coverage	>\$1,300 <\$2,600	60% max \$420
Family Coverage	>2,100<\$4,200	60% max \$540

<b>Table 2.</b>	<b>Deductible</b>	<b>Reimbursement</b>
Single Coverage	>\$1,300 <\$2,000	60% max \$420
EE + 1 Coverage	>\$2,600	60% max \$840
Family Coverage	>2,100<\$4,200	60% max \$1,080

NOTE- Reimbursement amounts under #2 above are inclusive of reimbursements in #1. Example – An employee with single coverage who incurs deductibles greater than \$1,300 is eligible for a maximum reimbursement of \$420.

**SECTION 1B.** Employees may appeal coverage decisions under the Plan in accordance with the terms of the Plan. In the event that the Plan administrator denies coverage for reasons of medical necessity, the employee may elect to refer the matter to the Publisher for disposition. The Publisher shall respond to such a further appeal within 72 hours of receipt for “expedited” appeals, as defined in the Plan; within 30 days of receipt of other appeals of pre-service claims; and within 60 days of receipt of appeals for post-service claims.

In the event that the employee is dissatisfied with the Publisher's disposition of any such second-level appeal, the employee may require that the matter be referred to an independent third party for binding, final disposition of the question of medical necessity. The third party shall be an entity that supplies such services to the Commonwealth of Massachusetts under the auspices of the Massachusetts Department of Public Health's Office of Patient Protection, as the Publisher may select. The employee shall pay the first \$25 of the cost of such external review; the Publisher shall pay the balance of the cost. The question of medical necessity shall be determined by the third-party service under the same standards applicable in external reviews conducted on behalf of the Commonwealth, and the result shall be binding on the Publisher.

**SECTION 2.** The Publisher will maintain a premium conversion plan providing for the administration of all health insurance plans described herein pursuant to Section 125 of the Internal Revenue Code.

**SECTION 3.** If an employee who would otherwise be eligible for family, two-person (2-person) or individual coverage under a Publisher health plan informs the Publisher in writing that such coverage is in effect Elsewhere (for the purposes of this section only, elsewhere is defined as a non GateHouse Media New England company) and ceases participating in the Publisher's plan, he/she shall be eligible for a lump sum payment. The employee must submit a copy of the subscribers' certificate and a copy of his/her membership card as verification. The payment shall be Sixty Dollars (\$60.00) per month for each full calendar month the employee does not participate if he/she has been participating in individual coverage; One Hundred Dollars (\$100.00) if he/she has been participating in two-person (2-person) coverage; and One Hundred Twenty-Five (\$125.00) if he/she has been participating in family coverage. Such payments shall be made in the first pay period in June and the first pay period in December of each year.

The Publisher shall not be expected or required to pay premiums to provide dual coverage for employees eligible for participation in a health plan.

**SECTION 4.** The Company shall make available to all employees who regularly work thirty or more hours per week the GateHouse Media New England Life and AD&D plans. The Publisher will pay 100% of the cost of these plans.

**SECTION 5.** The current Employee Assistance Program (EAP) shall remain in effect during the term of this Agreement. The terms and conditions of the program are as set forth in the agreement between the Publisher and the EAP.

**SECTION 6.** The Publisher shall make available to all employees who regularly work thirty or more hours per week the GateHouse Media New England Dental Plan. Employees shall pay 100% of the premium costs of the plan and the Publisher shall pay internal costs of administering the plan. Effective January 1, 2008, the weekly premium costs of the plan are \$5.75 per individual, \$12.47 for an employee plus one, and \$18.66 for family coverage.

## **ARTICLE 16**

## **Military Service**

**SECTION 1.** Whenever any permanent employee covered by this Agreement enters upon active duty (other than for the purpose of determining his/her physical fitness), whether or not voluntarily, in the Armed Forces of the United States, in response to an order to call to active duty, he/she shall be deemed on leave of absence if he/she is relieved from active duty not later than four (4) years after the date of entering upon active duty, or as soon after the expiration of such four (4) years as he/she is able to obtain orders relieving him/her from active duty.

**SECTION 2.** Each employee who actually enters the military service and who thereafter a) receives a certificate or other evidence of honorable discharge or satisfactory completion of his/her military service under the laws of the United States, and b) is at the time of such discharge or completion of his/her military service qualified to perform the duties of the position of employment which he/she has left, and c) makes application for reemployment within ninety (90) days after he/she is relieved from military training and service or from hospitalization continuing after discharge for a period of not more than one (1) year, shall be restored to the position of employment which he/she left, or to a comparable position, unless the Publisher's circumstances have so changed as to make it impossible or unreasonable to do so.

**SECTION 3.** Time spent in military service shall not constitute breaks in continuity of employment with the Publisher, but shall not be construed to constitute service time except in computing length of vacation. Experience credit, however, shall be given for comparable work in the service.

**SECTION 4.** If an employee, upon his/her return from such service, is found to be physically incapacitated to the extent that he/she is unable to resume his/her former employment, the Publisher may make all efforts to place him/her in other acceptable employment.

**SECTION 5.** Should an employee leave the service of the Publisher for purpose of military service as covered in Section 1 of this Article and should not be inducted into the military service by reason of being rejected by military medical officers, he/she shall be reinstated upon application for reemployment providing application is made within thirty (30) days of such rejection and official evidence of the rejection is submitted.

**SECTION 6.** An employee hired as a military service replacement shall be defined, for the purpose of this Article only, as a temporary employee, and shall be subject to all conditions of this contract except those provisions covering military service, unless upon his/her return from service a junior employee shall have found to have been employed in his/her classification. Such employee will be notified in writing of his/her temporary status as a military service replacement.

**SECTION 7.** Since there may be changes in the statutes covering military service during the life of this Agreement, it is agreed that the rights and benefits granted by such changes in the statutes shall be considered as coming within the purview of this Agreement. If there is a conflict between this Article and said statutes, the latter shall prevail.

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**SECTION 8.** Leaves of absence, not in excess of thirty (30) days and without pay, shall be granted to employees for required annual training service with the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve. Such leave must be used exclusively for military training service.

**SECTION 9.** It is the policy of the Publisher to make every effort to arrange vacation schedules so that such employees required to make annual training tours may take such training tours during their vacation period; however, if such employee requests military leave instead of vacation leave to make such a training tour, he/she shall be deemed to have waived any and all priority status as to vacation leave selection.

## **ARTICLE 17**

### **Retirement Fund**

**SECTION 1.** The Publisher agrees to contribute to The Newspaper Guild International Pension Plan (the "TNG plan") for each shift worked by any bargaining unit employee at the rate of .0055 multiplied by the weekly top rate for a senior reporter. It is understood that the TNG plan shall at all times qualify for approval by the Internal Revenue Service so as to allow the Publisher a tax deduction for all contributions paid to it.

## **ARTICLE 18**

### **Savings Plan**

**SECTION 1.** The Publisher shall establish a 401(k) savings plan in which employees may participate and to which employees may make elective deferral contributions. Administrative expenses of the plan shall be borne by the Publisher.

**SECTION 2.** The Publisher shall make matching contributions to the plan on behalf of participating bargaining unit employees at a rate no lower than that afforded to any nonmanagerial employee of (a) the Publisher or (b) any entity that is affiliated with the Publisher at the time of contribution and known as part of GateHouse Media New England. On March 1 and September 1 of any years in which the Publisher does not offer a match of at least 1% of salary, the Publisher shall make a contribution into each participating employee's 401(k) account. Full time employees shall receive a contribution of \$50 and part time employees shall receive a contribution of \$25.

## **ARTICLE 19**

### **Dues Deduction**

**SECTION 1.** Upon an employee's voluntary written assignment, the Publisher shall deduct monthly from the earnings of such employee and pay to the Guild no later than the tenth (10th) day following the deduction, all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's statement of dues furnished the Publisher by the Guild. The deductions shall be on a non-cumulative basis and if, in any month, the deduction cannot be made because the employee received insufficient pay during that pay period, the deficiency shall not be deducted in a later pay period. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

**SECTION 2.** The dues deduction shall be made upon the following form:

**ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

TO: Enterprise Publishing Company

I hereby assign to The Newspaper Guild of Brockton, and authorize the Publisher to deduct from any salary earned or to be earned by me as its employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of The Newspaper Guild of Brockton, for each calendar month following the date of this assignment. I further authorize and request the Publisher to remit the amount deducted to The Newspaper Guild of Brockton not later than the tenth (10th) day following the date of the deduction.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining Agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable collective bargaining Agreement between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining Agreement between the Publisher and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

\_\_\_\_\_  
Employee's Signature

Date \_\_\_\_\_

**SECTION 3.** The Guild shall indemnify and save the Publisher harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Publisher in fulfilling terms of this Article.

**SECTION 4.** The Guild shall not request or require the discharge of any employee under the provisions of Article 4, Section 6, of this Agreement, unless it has given to the Publisher and to such employee notice of the employee's default in the payment of such dues and the employee has failed to correct such default within a period of ten (10) working days from the date of receipt by the Publisher and the employee of such notice.

## ARTICLE 20

### Part-time Employees

**SECTION 1.** Notwithstanding any other provision in this Agreement, part-time employees regularly working fewer than 20 hours per week in the employ of the publisher (a) shall accrue vacation at the rate of one hour for each 25 hours worked, (b) shall not be entitled to holiday pay under Article 8 unless required to work on the holiday in question, and (c) shall not be entitled to sick time under Article 9.

## ARTICLE 21

### Duration and Renewal

**SECTION 1.** This Agreement shall be effective, except as otherwise provided by its terms, the second (2nd) day of May 2011 and shall expire on the first (15th) day of April 2015, and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

**SECTION 2.** At any time at least sixty (60) days prior to April 15, 2015, the Publisher or the Guild may initiate negotiations for a new Agreement to take effect at the expiration of this Agreement. The terms and conditions of this Agreement shall remain in force and effect during such negotiations.

FOR ENTERPRISE PUBLISHING COMPANY:

William Seal

Date: 12/3/2012

FOR NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor

Date: 12/3/2012

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**EXHIBIT A**  
**(Past Practices)**

The parties have endeavored to make this an exhaustive list of past practices but acknowledge it may not be a complete list of past practices. Any subsequent past practice will be judged on their own merits and set of circumstances on a case by case basis.

- 1) You show up for work and, if you leave due to illness or a legitimate reason, you receive a full day's pay. The company and the union agree to discuss instances where abuse is suspected. The parties further agree to work together to attempt to resolve the situation.
- 2) Seniority is observed for vacations. This is within the department.
- 3) Vacation time can be carried over. This is done on a departmental basis.
- 4) If you're out on assignment and clothing is damaged or needs cleaning, company pays to replace or clean.
- 5) Company agrees to pay for damage to vehicle if out on assignment or if car is parked on company lot.
- 6) Reporters who receive parking tickets are reimbursed by company, unless the ticket is as a result of parking in a marked crosswalk, marked fire lane and/or marked handicapped parking spot.
- 7) Company pays lunch when reporter is out of town for the day. Payment is \$10.00.
- 8) Bereavement. Management would give additional time on a case by case basis.
- 9) Leave of absence. Company has been fair and extended leaves in the past.
- 10) When doing Union business on company time, they are paid, including negotiations or meeting with members over problems.
- 11) No docking for coming in late. The company and the union agree to discuss instances where abuse is suspected. The parties further agree to work together to attempt to resolve the situation.
- 12) Layoffs are done in reverse order of seniority in classification, time covered by the contract.
- 13) Seniority on work shifts and hours, including overtime. Company has been more accommodating to people with seniority and areas covered.
- 14) Advertising report sheets not to be used for discipline.
- 15) Sales incentives for inside sales.
- 16) Lunch hours not scheduled.
- 17) Certain ad solicitors, by name (Bonnie Brunetti and Cindy Taylor) are given three extra days off.
- 18) Half the business office gets half day off before a holiday that falls on Mondays. Business office people get birthday off.
- 19) Employees who run classified ads get half off (not if a business).
- 20) Employees get a free paper.
- 21) They said when they file a grievance, it is only a means to meet. Formal written grievance follows.
- 22) Jury duty pay. Paid for three days and given difference for other days.
- 23) Compensating time off within the same pay period or within department of labor regulations if mutually agreed.

- 24) Photographer's use of their personal equipment shall be voluntary. The company shall cover repairs to damaged equipment and routine maintenance work for that equipment.
- 25) Business office employees get one half day off with pay for Christmas shopping.

#### **MEMORANDUM OF AGREEMENT – Miscellaneous Items**

As part of the overall agreement on the collective bargaining agreement between the Publisher and the Union for 2011-2015, the parties reached some miscellaneous agreements not otherwise reflected in a Memorandum of Agreement or in the collective bargaining agreement itself:

1. The Publisher shall pay a signing bonus of \$600 to each full-time employee and \$300 to each part-time employee. Such payments are gross amounts, subject to required withholding.
2. In the event that there is no wage increase in the first quarter of 2014 under the new language inserted in Article 2 that ties wage increases to revenue increases, the Publisher will pay a one-time bonus of \$450 to each full-time employee and \$225 to each part-time employee on or before April 15, 2014.

## MEMORANDUM OF AGREEMENT

This is to confirm the agreement between the Enterprise Publishing Company (herein the "Publisher") and The Newspaper Guild of Brockton (herein the "Guild"), which, except as otherwise provided herein, is coextensive with the collective bargaining Agreement between the aforesaid parties which is effective through May 1, 2009.

1. **Personal Days.** The personal days off shall be administered by the departments in a reasonable manner to provide an adequate record, resolve differences between employees desiring the same day off, and to assure normal operations of the departments.

2. **Part-Time and Temporary Employee Information.** The Publisher employs certain part-time and temporary employees in job classifications covered by the labor Agreement who are not members of the bargaining unit as described in Article 1. With respect to such employees, the Publisher agrees to submit to the Guild, in writing, by the fifteenth (15th) of each month, the following information for the preceding calendar month:

- a) **New Hires.** Name, date of hire, job classification and weekly (hourly, if applicable) wage.
- b) **Termination.** Name and last date of employment.
- c) **Changes.** Nature of changes in the information set forth in a) above, and the date of such change.

Specific requests for other information to which the Guild is legally entitled as the bargaining agent shall be directed, in writing, to the Secretary of the Business Manager.

Pursuant to the collective bargaining Agreement, the Publisher has had a practice of hiring part-time employees to work regularly less than twenty (20) hours a week and to hire temporary employees for not more than six (6) months. Decisions to hire such employees have been made for business reasons and not for the purpose of avoiding the hiring of bargaining unit employees. The Publisher intends to continue this practice.

3. **Worker's Compensation Leave.** Effective January 31, 1994, an employee on leave of absence (LOA) due to illness or injury covered by Workers' Compensation insurance will receive the following compensation and benefits.

- a) **Compensation.** The employee shall receive the compensation to which he/she is entitled under Massachusetts Workers' Compensation law; and

b) **Benefits.** The Publisher will continue to contribute its share of the premium cost of the health plan in which the employee was participating when the LOA began, provided the employee pays his/her share on a timely basis. The Publisher will continue life insurance coverage to which the employee is entitled during the LOA.

Vacation benefits for employees on a Workers' Compensation LOA shall be treated in the same way as those for employees on leave of absences for illness or injuries which are not job related; except that a week's vacation pay for an employee on Workers' Compensation LOA shall be the difference between the employee's base straight time salary and the total Workers' Compensation payment received by the employee for the week.

5. **Sunday Truck Drivers.** It is agreed as follows:

a) The Publisher retains the right to include any day as part of the regular work week for any employee with the exception of those spare district drivers or district managers hired before June 4, 1986, who will be assigned Sunday work only on a voluntary or emergency basis.

b) The Publisher shall notify the Guild and post notice for all vacancies for Sunday Enterprise drivers and shall give full consideration to those candidates whose names have been supplied by the Guild.

c) Sunday truck drivers shall be employed only in the distribution of the Sunday Enterprise, except when scheduled employees are unavailable or when other emergency exists. Nothing herein would prohibit the Publisher from promoting a Sunday driver to a spare district driver provided the spare district driver is scheduled for twenty (20) or more hours per week. This paragraph does not apply to Robert Bragg or Christopher Gillis.

6. **Eye Exams.** The terms of this item apply to the 1993-1995 collective bargaining Agreement.

Any employee who now, or during the term of the collective bargaining Agreement, is regularly assigned to spend a majority of his/her work week operating a VDT may have an eye examination, subject to the following conditions:

a) The examination will be the same examination as those conducted by Dr. Hollander pursuant to the 1977 Agreement between the Guild and the Publisher.

b) The employee must provide a copy of the examination report (and, if applicable, a copy of the 1977 report) to the Publisher and the Guild.

c) Current employees who wish to take the test must do so within thirty (30) days from the date of this Memorandum. Employees who become eligible in the future must take the examination before the assignment begins.

d) The physician's cost of the examinations will be shared equally by the Publisher and the Guild.

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e) Eligible employees who need time off from work to take the examination will be given straight-time off, at no loss of pay, at a time agreed upon by the employee and his/her supervisor.

f) Notwithstanding the foregoing, eligible employees who are entitled to eye examinations under Publisher group health insurance programs, such as Pilgrim Health Plan, shall be examined pursuant to those plans and the Publisher shall reimburse the employee for the full cost of such examinations.

g) Nothing herein shall constitute a precedent of any kind or shall adversely prejudice the Publisher or the Guild in any matter.

**7. Copy Desk Rate.** When a regular, full-time reporter is assigned to a shift on the copy desk, he/she shall be paid the copy desk rate for that shift.

FOR ENTERPRISE PUBLISHING COMPANY:

/s/ David F. Meade, Jr.

Date: 2-15-96

FOR THE NEWSPAPER GUILD OF BROCKTON:

/s/ Robert J. Townsend

Date: 2-15-96

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## MEMORANDUM OF UNDERSTANDING

The Publisher may establish a new classification of "Special Projects Representative." These employees will be compensated at the first and/or second steps of the contractual wage rates for Advertising Representatives as appropriate and will be eligible for commissions for products they sell. The Publisher intends to have these employees focus on new products and non-advertisers.

The fringe benefits for any new Advertising Representatives and Special Projects Representative shall be the same as the fringe benefits uniformly available to all employees in the bargaining unit, no more and no less.

The handling of walk-in customers, most recently done by an Advertising Representative, shall be performed by employee(s) paid at no less than the "Inside Ad Takers, Counter Clerks" rate.

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_ Date: 3/6/08

For THE NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor Date: \_\_\_\_\_

Previously signed 12/4/09  
William Seal

**MEMORANDUM OF AGREEMENT  
(Subcontracting)**

This is to confirm the agreement between the Enterprise Publishing Company (herein the "Publisher") and The Newspaper Guild of Brockton (herein the "Guild"), concerning the Publisher's proposal to subcontract work in the Business Office, Major Accounts, Ad Services, and Circulation Customer Service department:

1. Notwithstanding the provisions of Article 2 of the collective bargaining agreement, the Publisher may subcontract work currently performed by the Business Office, Major Accounts, and Advertising Services (provided, however, that, except as provided in Paragraph 1A, below, subcontracting of Advertising Services work may not occur prior to July 31, 2010 and that this Agreement may be re-opened on July 1, 2010 for the sole purpose of conducting good faith negotiations over the Company's plan to subcontract the Ad Services Department; Incumbents in the Business Office and Major Accounts shall not be laid off as a result of the subcontracting of such work; provided, however, that 1.8 FTEs from the Business Office may be required to move to the Publisher's affiliated facility in Needham, Massachusetts, and work under terms and conditions of employment that prevail in such location. Alternatively, any number of the incumbents in the Business Office and/or Major Accounts may elect not to continue working and instead accept severance benefits as follows: One weeks pay for every four (4) months of service, or major portion thereof, with a minimum of seven (7) weeks pay and a maximum of thirty two (32) weeks pay, such severance to be paid weekly. The Company agrees that if it enters into any agreement with other ENM unions wherein the Ad Services Department outsourcing language length is extended beyond July 31, 2010, the date will also be granted to the Brockton Newspaper Guild.

1A. Notwithstanding the provisions of Article 2 of the collective bargaining agreement, the Publisher may combine the Ad Services department of The Brockton Enterprise with the Ad Services department of the Quincy Patriot Ledger, and assign work without regard to an employee's membership in any particular bargaining unit. Any layoffs in the Ad Services department after such combination shall be conducted proportionally as between Brockton and Quincy employees.

2. The Publisher may move Circulation Customer Service work to a different location within 20 miles from the former post of duty.
  - a. Incumbent employees will be offered the opportunity to retain their current position in that new location.
  - b. Employees who decline to move will be offered termination benefits as follows: One weeks pay for every four (4) months of service, or major portion thereof, with a minimum of seven (7) weeks pay and a maximum of thirty two (32) weeks pay, such severance to be paid weekly.

c. Employees who accept the move will remain members of the Union, and the terms of their employment accordingly will continue to be governed by any collective bargaining agreement between the parties, except as modified by this Agreement. The number of employees represented by the Union will be maintained at no fewer than the number who initially accept the move, except in accordance with Paragraph 2(d), below.

d. In the event of reductions in the total number of employees working in the new location, for any reason (attrition, termination, retirement, layoff, etc.), the Company may reduce the number of employees covered by the bargaining unit proportionally, that is, the overall percentage of FTEs covered by the collective bargaining agreement shall be maintained. Any decrease in the number of FTEs represented by the Guild will be carried out in accordance with Article 4 Section 3 "Security" (as it may be amended) of the CBA.

e. Any accommodations currently made for incumbent employees' work schedules, seniority rates, and vacation schedules will be maintained for those employees after the move.

f. Incumbent employees who agree to move shall receive \$10 per work week in respect of travel expenses, for the first year after the move.

g. Nothing in this Agreement shall prohibit the Publisher from returning the Circulation Customer Service work to the main Brockton Enterprise location.

h. Customer service work may be assigned in the new location without regard to an employee's membership or non-membership in the Union, and this Agreement shall neither expand nor contract the jurisdiction of the Union. The Union accordingly will make no claim for jurisdiction over work in the new location not currently performed by members of the bargaining unit, or for accretion of Publisher employees to its bargaining unit through the grievance/arbitration procedure of the collective bargaining agreement or in any other forum. The Union maintains all of its rights with respect to organizing the Circulation Customer Service employees in accordance with NLRA procedures.

i. Members of the Union will not be discriminated against in the offering of overtime opportunities or the assignment of work.

3. Current Outside Sales Support Clerks will be promoted to Ad Services Coordinators and, upon ratification, will be paid at the 6-month rate of Ad Services Coordinators as specified in the collective bargaining agreement between the George W. Prescott Publishing Company and the Quincy Newspaper Guild (that is, \$585 per week); and six months after ratification, their rate of pay will change to the 1-year rate of said Quincy Ad Services Coordinators (that is, \$630 per week). Changes in pay thereafter will be in accordance with the Brockton collective bargaining agreement. After promotion to Ad Services Coordinators, the Clerks will take on the job duties of that position and will be expected to meet performance standards for that position.

4. This Agreement may be re-opened on September 1, 2010 for the sole purpose of conducting good faith negotiations over the Publisher's plan to outsource single copy delivery in the Circulation Department.

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For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_

Date: 1/11/08

For THE NEWSPAPER GUILD OF BROCKTON:

\_\_\_\_\_

*Cynthia Taylor*

Date: \_\_\_\_\_

Previously signed 12/4/09

*William Seal*

## MEMORANDUM OF AGREEMENT – ORIGINALLY SIGNED 3/6/08

### (Cross-selling)

Enterprise Publishing Company (the “Publisher”) and The Newspaper Guild of Brockton (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 other publications of GateHouse Media New England, and employees of such other publications (the “Other Reps”) may sell advertising in The Brockton Enterprise.

2. The parties acknowledge that the cross-selling of advertising raises a number of detailed issues with respect to the assignment of accounts and territory, crediting of sales, and award of commissions that are at a level of detail that is beyond the scope of this Agreement. After ratification, and before any sales representative who is not a member of the bargaining unit is permitted to sell advertising in The Brockton Enterprise, the parties shall meet to discuss and agree on these more detailed aspects of cross-selling, under the following ground rules:

- a. Other Reps, except those selling major accounts, will not be permitted to sell advertising in The Brockton Enterprise for a lower rate than is available for sales in The Brockton Enterprise by bargaining unit members.
- b. Rates at which bargaining unit members may sell advertising in other GateHouse publications 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 GateHouse Media New England.
- 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. The parties’ expectation is that one result of the more detailed discussions shall be that, with certain exceptions identified by the Publisher and the Union to be reviewed in the detailed discussions, each advertising account will be served by no more than one sales representative, where feasible, throughout GateHouse Media New England. Accounts that have advertised in The Brockton Enterprise in the previous 12 months and not in any other GateHouse Media New England newspaper in the previous 6 months shall remain with the Enterprise rep; provided, however, that (1) if the Enterprise rep does not sell an advertisement in another GHMNE paper within three months after such assignment, a GHMNE representative may be assigned to sell advertising into papers other than the Enterprise; (2) if the Enterprise rep sells no advertising in any paper

within six months after such assignment, the account shall become open for reassignment to a different representative and (3) if, as a result of changing the geographic boundaries of sales territories as they exist before implementation of this Agreement an account that has advertised in the Brockton Enterprise within the last 12 months and has not advertised in any other GateHouse Media New England newspaper in the previous 6 months falls outside a sales territory that is not assigned to an Enterprise rep, then a South unit/Mariner rep may be assigned to sell advertising into the Brockton Enterprise. 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 at least quarterly 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 2, Section 1 of the parties' collective bargaining agreement as it pertains to the establishment or amendment of incentive programs not involving cross-selling.
- g. The Publisher and the Union each agrees to discuss the detailed issues identified above in a good faith effort to reach an agreement. If the parties cannot reach agreement after reasonable efforts, however, the Publisher may determine the open issues in its sole discretion. Any dispute about whether the Publisher has made reasonable efforts to reach agreement in good faith may be subjected to arbitration, and the Arbitrator shall have the authority to stop any cross-selling activities pending further discussions upon a finding that reasonable efforts in good faith have not been made.

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 any other GateHouse newspaper, and the Publisher will not contend that 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.

5. This Agreement shall be effective for a minimum of three years from the date that the parties complete their initial meetings in accordance with Paragraph 2 and establish rules on cross-selling, including any arbitration in accordance with Paragraph 2(g). Thereafter, either

party may cancel this Agreement, in which case the parties will meet and bargain over changes in the cross-selling program. Until such time as a new agreement is reached or a lawful impasse is reached, the conditions prior to the implementation of this Agreement shall obtain.

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_

Date: 4/11/08 3/6/08

For THE NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor

Date: \_\_\_\_\_

Previously signed 12/4/09  
William Seal

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## MEMORANDUM OF AGREEMENT – OUTSIDE SALES TERRITORIES

Enterprise Publishing Company (the “Publisher”) and The Newspaper Guild of Brockton (the “Union”) agree as follows:

Sales Representatives covered by the CBA will be exclusively responsible for selling Gatehouse Media MA products consisting of all retail revenue categories, including ROP, Direct Mail & inserts, digital, including SMB solutions such as SEO/SEM, in the following areas:

Abington, Bridgewater, Brockton, East Bridgewater, West Bridgewater & Whitman. Advertising Representatives covered by the CBA shall have the ability to sell into GateHouse Media MA weekly publications that circulate in these towns and communities.

This Agreement shall have no effect on other communities *that are currently assigned* to an Advertising Representative who is covered by the CBA. They will continue to be assigned to an Advertising Representative covered by the CBA.

All other communities currently serviced by Patriot Ledger outside sales representatives may be serviced by sales representatives not covered by the CBA.

The Publisher and The Union agree that there are specific exceptions to this provision as follows:

1. Major Accounts – This represents businesses that are currently serviced by the Gatehouse Media MA “Major Account Sales Team”. These businesses will continue to be serviced as they have in the past.
2. Regional Accounts – This represents businesses that are currently serviced by Sales Representatives who are not covered under the CBA and are not serviced by members of the Major Account Sales team. These businesses have more than one location, one or more of which may fall within any of the above named areas. These businesses will be serviced by the sales representative who is assigned the territory where advertising decisions are made on behalf of this business – generally their corporate headquarters. Conversely, if the decision making for advertising for these businesses falls within the above named areas then a Sales Rep covered by the CBA will be responsible for servicing this business.
3. Agencies – The corporate headquarters/location where the business makes its advertising decisions will determine responsibility for servicing the account. It is the location of the business’s headquarters that is relevant and not the location of the agency.
4. Propel Marketing – Propel Marketing is a division of Gatehouse Media MA. Sales representatives who work directly for Propel Marketing fall outside of the scope of the CBA and can be assigned to any territory as Propel Marketing or its parent company sees fit. Employees of Propel Marketing are prohibited from selling advertising into any print publication owned by Gatehouse Media that has circulation in the above named areas. Employees of Propel Marketing

shall also be prohibited from selling advertising into any web site, owned by Gatehouse Media, that covers any of the above named areas.

5. Telesales/Classified/Inside sales – The Gatehouse Media MA telesales/classified/inside sales department, which includes certain employees who are covered by the CBA, sells advertising to businesses that may fall into the retail ROP revenue category. Both parties agree that this Agreement in no way limits this existing practice as it relates to the above named areas.

Accounts that are currently based out of market (active or inactive) will be available for the sales representatives covered by the CBA to sell all categories of products offered by Gatehouse Media so long as they are listed on a Sales representative's account list as of this date.

For ENTERPRISE PUBLISHING COMPANY:

William Scudlow

Date: 12/3/2012

For THE NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor

Date: 12/3/2012

**MEMORANDUM OF AGREEMENT  
ADVERTISING/AD SERVICES COORDINATORS**

**This Memorandum of Agreement is entered into by and between The Enterprise Publishing Company LLC (the “Publisher”) and the Newspaper Guild of Brockton TNG-CWA Local 31027 (the “Guild”).**

1. The Publisher wishes to consolidate the advertising/ad services coordinators positions of The Patriot Ledger, The Enterprise and Community Newspaper Company into one department. The Guild hereby agrees to such consolidation on the terms set forth herein, notwithstanding any provision of the collective bargaining agreement between the Publisher and the Guild (the “CBA”). In the event of any conflict between this Agreement and the CBA, this Agreement will govern.

2. Since the consolidated department and positions will not fall within the jurisdiction of any single union, the parties agree that the Publisher will not recognize any single union as the bargaining representative of all of the employees in the new department.

3. The Guild will continue to represent employees covered by the CBA who are transferred to the new department and such new employees who may be hired into the new department to fill a vacancy resulting from the termination of an employee in the new department who is covered by the CBA at the time of termination, or to fill a position which increases the number of employees covered by the CBA (collectively, “Covered Employees”).

4. The total number of full time equivalent employees (“FTEs”) to be employed in the new department at any time will be determined by the Publisher. However, by *December 31<sup>st</sup> 2009*, or such other date as may be agreed to by the parties (the “Initial Consolidation Date”) the initial number of FTEs represented by the Guild and the initial number of FTEs who are either not covered by any collective bargaining agreement or covered by another collective bargaining agreement (“Other Employees”) assigned or to be assigned work in the new department should be known. Thereafter, any increase or decrease in the number of FTEs in the new department will be accomplished in such a fashion as to maintain the same ratio of Union represented FTEs to Other Employees in the new department as exists on the Initial Consolidation Date; provided, however, that in the event any increase or decrease has a disproportionate effect of fewer than two FTEs, the Publisher may restore proportionality when the next increase or decrease naturally occurs, rather than being required immediately to hire, terminate, or lay off an employee to correct any such imbalance.

Advertising/ad services coordinators who are laid off within 6 (six) months (“Enhanced Severance Period”) of the Publisher obtaining the ability to consolidate the department as outlined in Paragraph #1 (Note: for the purposes of this paragraph only – The Publisher is deemed to have the ability to consolidate as described once an Agreement has been ratified with The Newspaper Guild of Greater Boston Local 31032) will be entitled to severance under the following terms:

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One week's pay for each four months of service or major portion thereof, subject to a minimum of seven (7) weeks of pay and a maximum of thirty two (32) weeks of pay, such severance to be paid weekly.

ME TOO CLAUSE: - In the event that the Publisher agrees to an Enhanced Severance Period with The Newspaper Guild of Greater Boston Local 31032 that is greater than six months, this Agreement shall be amended without further action of the parties to conform to the agreement with local 31032.

5. Any decrease in the number of FTEs represented by The Guild will be carried out in accordance with Article 4 Section 3 "Security" (as it may be amended) of the CBA.
6. Employees in the new department are to be trained so as to be as interchangeable as possible and will perform such work as may be assigned to them in the new department. No union representing employees in the new department will have jurisdiction over the work, equipment or job functions in the new department.
7. Nothing in this Agreement shall either expand or contract the jurisdiction of the Guild. The Guild accordingly will make no claim for jurisdiction over work in the new department not currently performed by members of the bargaining unit, or for accretion of employees to its bargaining unit through the grievance/arbitration procedure of the collective bargaining agreement or in any other forum. The Guild maintains all of its rights with respect to organizing the telecenter/classified inside sales employees in accordance with NLRA procedures.
8. Any accommodations currently made for incumbent bargaining unit employees' work schedules, seniority rates, and vacation schedules will be maintained for those employees after any consolidation.
9. Members of the Guild will not be discriminated against in the offering of overtime opportunities or the assignment of work.

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_ Date: 12/4/09

For THE NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor \_\_\_\_\_ Date: \_\_\_\_\_

Previously signed 12/4/09  
William Seal 12/4/09



**MEMORANDUM OF AGREEMENT  
TELECENTER (CLASSIFIED INSIDE SALES)**

**This Memorandum of Agreement is entered into by and between The Enterprise Publishing Company LLC (the “Publisher”) and the Newspaper Guild of Brockton TNG-CWA Local 31027 (the “Guild”).**

1. The Publisher wishes to consolidate the telecenters/classified inside sales departments of The Patriot Ledger and The Enterprise and further consolidate The Patriot Ledger and Enterprise telecenter with that of Community Newspaper Company into one department. The Guild hereby agrees to such consolidation on the terms set forth herein, notwithstanding any provision of the collective bargaining agreement between the Publisher and the Guild (the “CBA”). In the event of any conflict between this Agreement and the CBA, this Agreement will govern.

2. Since the consolidated department and positions will not fall within the jurisdiction of any single union, the parties agree that the Publisher will not recognize any single union as the bargaining representative of all of the employees in the new department.

3. The Guild will continue to represent employees covered by the CBA who are transferred to the new department and such new employees who may be hired into the new department to fill a vacancy resulting from the termination of an employee in the new department who is covered by the CBA at the time of termination, or to fill a position which increases the number of employees covered by the CBA (collectively, “Covered Employees”).

4. The total number of full time equivalent employees (“FTEs”) to be employed in the new department at any time will be determined by the Publisher. However, by *December 31<sup>st</sup> 2009*, or such other date as may be agreed to by the parties (the “Initial Consolidation Date”) the initial number of FTEs represented by the Guild and the initial number of FTEs who are either not covered by any collective bargaining agreement or covered by another collective bargaining agreement (“Other Employees”) assigned or to be assigned work in the new department should be known. Thereafter, any increase or decrease in the number of FTEs in the new department will be accomplished in such a fashion as to maintain the same ratio of Union represented FTEs to Other Employees in the new department as exists on the Initial Consolidation Date; provided, however, that in the event any increase or decrease has a disproportionate effect of fewer than two FTEs, the Publisher may restore proportionality when the next increase or decrease naturally occurs, rather than being required immediately to hire, terminate, or lay off an employee to correct any such imbalance.

Classified inside sales personnel who are laid off within 6 (six) months (“Enhanced Severance Period”) of the Publisher obtaining the ability to consolidate the telecenter/classified inside sales department as outlined in Paragraph #1 (Note: for the purposes of this paragraph only – The Publisher is deemed to have the ability to consolidate as described once an Agreement has been ratified with The Newspaper Guild of Greater Boston Local 31032) will be entitled to severance under the following terms:

One week's pay for each four months of service or major portion thereof, subject to a minimum of seven (7) weeks of pay and a maximum of thirty two (32) weeks of pay, such severance to be paid weekly.

ME TOO CLAUSE: - In the event that the Publisher agrees to an Enhanced Severance Period with The Newspaper Guild of Greater Boston Local 31032 that is greater than six months, this Agreement shall be amended without further action of the parties to conform to the agreement with local 31032.

5. Any decrease in the number of FTEs represented by The Guild will be carried out in accordance with Article 4 Section 3 "Security" (as it may be amended) of the CBA.
6. Employees in the new department are to be trained so as to be as interchangeable as possible and will perform such work as may be assigned to them in the new department. No union representing employees in the new department will have jurisdiction over the work, equipment or job functions in the new department.
7. Nothing in this Agreement shall either expand or contract the jurisdiction of the Guild. The Guild accordingly will make no claim for jurisdiction over work in the new department not currently performed by members of the bargaining unit, or for accretion of employees to its bargaining unit through the grievance/arbitration procedure of the collective bargaining agreement or in any other forum. The Guild maintains all of its rights with respect to organizing the telecenter/classified inside sales employees in accordance with NLRA procedures.
8. Any accommodations currently made for incumbent bargaining unit employees' work schedules, seniority rates, and vacation schedules will be maintained for those employees after any consolidation.
9. Members of the Guild will not be discriminated against in the offering of overtime opportunities or the assignment of work.
10. Calls may be routed amongst the line team in the ACD queue by first available operator, regardless of in which unit they are employed. The line team would be defined as those reps without a major base of accounts, as designated by the Publisher, and the line team will be the first to receive calls coming into the ACD queue. Further routing, to the territory reps, will take place if calls are not answered by the ACD team. This secondary routing would also be based upon first available operator in the appropriate assigned team regardless of in which unit they are employed. Nothing in this Agreement shall affect the rights of the parties with respect to the assignment of individuals to the line team, to territories, or to other assignments.
11. Rates at which bargaining unit members may sell advertising in other GateHouse publications will be no higher than rates available to other reps, except for those selling major accounts, whose rates may be lower.
12. 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.

13. Nothing herein shall prevent The Publisher from developing new products and assigning them for sale by classified inside sales/telecenter reps.

14. On or shortly after the date of this Agreement, the Publisher shall post in a conspicuous place in the new department a detailed description of how the call distribution system is programmed to route incoming calls. The posted description will include a list of what the Publisher considers acceptable and unacceptable practices. The name of a manager in the new department authorized to deal with questions and concerns will be included in the notice. The notice will be revised whenever changes are made in the routing procedures or list of practices.

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_ Date: 12/4/2009

For THE NEWSPAPER GUILD OF BROCKTON:

\_\_\_\_\_ Date: \_\_\_\_\_  
*Cynthia Taylor*

*Previously signed 12/4/2009  
William Seal 12/4/2009*

## **MEMORANDUM OF AGREEMENT COPY EDITORS**

**This Memorandum of Agreement is entered into by and between The Enterprise Publishing Company LLC (the “Publisher”) and the Newspaper Guild of Brockton TNG-CWA Local 31027 (the “Guild”).**

### **COPY EDITORS**

1. The purpose of this agreement is to provide the flexibility the company may need during these difficult times, while preserving the rights and protections afforded unit employees.

2. Notwithstanding the provisions of Article 2 of the collective bargaining agreement, the Publisher may combine the copy editing department (copy desk) of The (Brockton) Enterprise with that of The (Quincy) Patriot Ledger, and assign work without regard to an employee’s membership in any particular bargaining unit. Any layoffs in the copy editing (copy desk) department after such combination shall be conducted proportionately as between Brockton and Quincy employees. . Any decrease in the number of FTEs represented by The Guild will be carried out in accordance with Article 4 Section 3 “Security” (as it may be amended) of the CBA.

3. While the Company will endeavor to ensure that the primary responsibility of copy editors (copy desk employees) will be to perform work on the newspaper at which they are employed, it is agreed that this may not be possible, at all times, due to staffing or other conditions, such as (but not limited to) illness and vacations and differences in work loads between the two newspapers.

4. Copy desk employees who are laid off within 6 (six) months (“Enhanced Severance Period”) of the Publisher obtaining the ability to combine the copy editing departments (copy desk) as outlined in Paragraph # 2 (Note: for the purposes of this paragraph only – The Publisher is deemed to have the ability to consolidate as described once an Agreement has been ratified with The Patriot Ledger Newsroom Association, TNG-CWA Local 31247) will be entitled to severance under the following terms:

One week’s pay for each four months of service or major portion thereof, subject to a minimum of seven (7) weeks of pay and a maximum of thirty two (32) weeks of pay.

ME TOO CLAUSE: - In the event that the Publisher agrees to an Enhanced Severance Period with The Patriot Ledger Newsroom Association, TNG-CWA Local 31247 that is greater than six months, this Agreement shall be amended without further action of the parties to conform to the agreement with local 31247.

5. Any decrease in the number of FTEs represented by The Guild will be carried out in accordance with Article 4 Section 3 “Security” (as it may be amended) of the CBA.

6. Any accommodations currently made for incumbent employees' work schedules, seniority rates, and vacation schedules will be maintained for the copy editors.

7. In the event of layoff in the copy editing department, the Publisher will first layoff part time employees before full time employees, if scheduling so allows. If the Publisher feels that scheduling does not allow for lay off in this manner, the parties agree to have a thorough discussion of this subject in a timely manner. If after concluding this discussion, the Publisher maintains that he is unable to layoff part time copy editors first, the Publisher will offer enhanced severance to all full time copy editors before any layoffs occur. Any full time copy editor scheduled to be laid off shall be offered any available part time hours. Enhanced severance is defined as one week's pay for each four months of service, or major portion thereof, with a minimum of 7 weeks pay and a maximum of 32 weeks pay, such severance to be paid weekly. If a full time employee converts to part time employment under this Agreement he/she shall be entitled to enhanced severance for hours and shifts lost only.

If the effects of the Work Sharing Agreement are such that the Publisher determines there is an excess of available copy editors (counting both employees covered under this Collective Bargaining Agreement and with the Patriot Ledger Newsroom Association TNG-CWA Local 31247) to fill available shifts, then the Publisher undertakes to do the following:

- a. Reassign employees, without reduction in pay, to perform other tasks, which include but are not limited to, increasing and retaining the digital audience of the Publisher. Employees will be reassigned to perform duties that pertain to editorial (including digital) operations. The Publisher has sole discretion to choose which employees get reassigned, but will not consider union status or activity in making such selections.
- b. Offer voluntary severance to affected unit members at the following enhanced rate within two years of signing of this memorandum of agreement: One week for each four months worked, or major portion thereof, with a minimum of seven weeks pay and a maximum of 36 weeks pay. And beyond two years after the date of signing, offer severance to affected unit members to be paid in accordance with the Collective Bargaining Agreement.

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

Any additional positions The Publisher chooses to create and fill on the Patriot Ledger and Enterprise copy desks shall be done on an equal basis after the FTE is determined. If a position is created on one copy desk, then a position will next be created on the other copy desk.

The Publisher agrees not to discriminate against employees of the Brockton Newspaper Guild who work on the copy desk in the practice of hiring and employment, and all other practices afforded under federal and state law.

Scheduling of work shifts, vacation time and other leave for Patriot Ledger and Enterprise employees will remain separate and will be handled by the respective newspapers in accordance with the applicable contracts.

Any overtime situation in the copy editing area involving publication of the Enterprise newspaper will first be offered to employees represented by the Brockton Newspaper Guild. In the event that no such employee is available, overtime may then be offered to copy editors represented by the Patriot Ledger Association. All other provisions relating to overtime remain governed by the current Collective Bargaining Agreement, as it may be amended and past practice.

The Publisher agrees that this Agreement will not be used to replace Brockton Newspaper Guild members with employees who are not represented by the Brockton Newspaper Guild on holidays that are recognized holidays under the Collective Bargaining Agreement.

The parties agree that this Agreement is without precedent or prejudice to either party and shall not be cited by either party in any future proceedings. All rights, benefits and protections of the Collective Bargaining Agreement, as it may be amended, continue to apply unless specifically modified in this Memorandum of Agreement.

In the event of a reduction to the publishing schedule of one paper, any reduction in the number of copy editors shall be borne by that newspaper.

The jurisdiction of the Union is not expanded as a result of this Agreement. Conversely, the jurisdiction of the Union is not contracted as a result of this agreement.

Nothing in this Agreement shall be construed to constitute a temporary or permanent job guarantee. The Publisher maintains its traditional prerogative of determining the size of staff deemed necessary, pursuant to the Collective Bargaining Agreement.

AGREED



FOR ENTERPRISE PUBLISHING COMPANY

DATE 12/3/2012



FOR NEWSPAPER GUILD OF BROCKTON

DATE 12/3/2012

**MEMORANDUM OF AGREEMENT  
AMENDMENT TO 26<sup>TH</sup> APRIL 2007 SETTLEMENT AGREEMENT  
(Content Sharing)**

**This Agreement between Enterprise Publishing Company LLC (the “Publisher”) and The Newspaper Guild of Brockton (the “Guild”) amends the “SETTLEMENT AGREEMENT” dated 26<sup>th</sup> day of April 2007, between Enterprise NewsMedia LLC and The Newspaper Guild of Brockton.**

WHEREAS, the parties have disagreed about the Publisher’s rights under the parties’ collective bargaining agreements to publish certain content in The Enterprise generated from sources other than bargaining unit members [“Union staff”];

WHEREAS, the Union filed a grievance to challenge certain practices of the Publisher in that regard, which was pending in arbitration at the American Arbitration Association before Arbitrator Susan R. Brown (the “Arbitration”); and

WHEREAS, the parties wish to resolve the disputes on the terms set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. Management Performing Unit Work.

- (a) (a) In accordance with the letters between Betsy Regan and Paul A. LaBreche dated February 4 and 5, 2002, the parties agree that newsroom supervisors and managers will not perform unit work *provided, however*, that supervisors or managers may perform such work in substantial and unforeseen emergencies.
- (b) Notwithstanding the above, the parties agree that past practices with respect to management performing bargaining unit work may continue. Thus, the parties agree that the Sports Editor, or other individual acting in that role, may continue to write up to two stories per week, and that a manager overseeing the work of the Copy Desk may perform some copy editing work, as may the Sports Editor, Sunday Editor and News Editors, all in accordance with past practice. Steve Damish’s ongoing reporting series on drug use shall be considered completed. **Exempt managers may continue to design, paginate and proof pages or portions of pages in accordance with past practice. Exempt**

**managers may also continue to make onscreen corrections to paginated pages in accordance with past practice.**

- (c) Whenever a project is being considered in editorial that involves management reporting and writing, work that is generally covered by the Union, in accordance with past practices, management must contact the union to discuss and gain approval.
2. City of Brockton Coverage. In accordance with the memo from Paul A. LaBreche to Charles Hickey and All Editors dated February 11, 2004, the parties agree that stories and photographs originating within the City of Brockton, shall be covered exclusively by Union staff, *provided, however*, that Enterprise correspondents, or reporters or correspondents employed by other newspapers affiliated with the Publisher, may report on Brockton stories in an emergency, and in instances where Union staff are not available due to the following:
- (i) Union staff are covering other assignments as part of their regular shift and/or
  - (ii) Union staff are unavailable for other reasons (including but not limited to illness, injury and vacation)
- and (Enterprise correspondents, or reporters or correspondents employed by other newspapers affiliated with the Publisher) may also perform regional reporting that originates outside of Brockton but that includes comments from Brockton businesses, politicians, residents, etc. as part of that regional story, except as otherwise further limited by paragraph 5 of this Agreement. Such regional stories shall not reflect a Brockton dateline.

Explanation:- The Publisher's intent is for Union staff to be the main authors of stories involving breaking news within the City of Brockton, however if they are on assignment elsewhere (and/or unavailable), and the Publisher decides not to change this assignment then coverage of stories within the City of Brockton can be done using non Union staff. This provision also extends to photographers.

If Union staff are unavailable (for whatever reason) then the Publisher is not obligated to call Union staff in on their day off.

3. Sports Reporting on Professional Home Games.  
The parties agree that to the extent the Company elects to cover home games and/or practice sessions of the Boston Celtics and The New England Patriots, the coverage of those games will be reported by Union staff (as defined in "Settlement Agreement" dated April 26<sup>th</sup> 2007). In accordance with past practice, the Company may continue to supplement such coverage of the games with graphics, secondary stories, or other non-core coverage materials obtained from wire services or other sources.  
In the event that a person or persons defined as "Union staff" are absent through illness, injury or on vacation then the Company may cover home games and/or practice sessions of the Boston Celtics and The New England Patriots using other sources.
4. Drop Ins The parties agree to resolve their disagreement as to the use of pre-packaged "centerpiece" stories on pages A1 and B1, and on the front pages of the features and



sports sections, obtained from the Patriot Ledger or other outside sources (“Drop-Ins”) through diligent and good faith efforts to achieve the shared goal of enabling Union staff to perform high quality graphic design and composition, and page layout, and copy editing of such centerpiece stories. To that end, the parties agree as follows:

(a) The parties acknowledge that Union staff would benefit from additional training and experience in producing graphic design and layouts for centerpiece stories. Commencing no later than the effective date of this Agreement, and in order to meet the shared goal of enabling Union staff to produce high quality graphic layouts, the Company shall provide reasonable and sufficient training to all interested Union members in an effort to increase their page-layout and graphic design skills, under the supervision of The Enterprise’s Visuals Editor.

(b) The Company shall work reasonably and in good faith with the vendor(s) of systems used to prepare and transmit the Drop-Ins, to modify the current systems and software to permit transmission of Drop-Ins to The Enterprise in a form that will make the Drop-Ins editable by Union staff. Once those modifications are achieved, Union staff shall copy edit and paginate Drop-Ins.

(c) The parties agree to meet at least 4 weeks before the scheduled resumption of the Arbitration (currently August 27 and 28, 2007) to review staff progress in training and system/software modification and to discuss further the prospect of having centerpiece copy editing, graphic design, composition and layout performed by Union staff.

(d) In the event that the parties cannot reach agreement on the development and use of Drop-Ins before the scheduled resumption of the Arbitration, the dispute concerning Drop-Ins (and only that aspect of the dispute) will be submitted to the Arbitrator for binding resolution. The failure to reach agreement on Drop-Ins shall not affect the enforceability of any other portion of this Agreement.

(e) The Company may continue current practices with respect to Drop-Ins pending an agreement with the Union or a decision of the Arbitrator. In all other respects, the requirements and limitations imposed by this Agreement shall be immediately effective.

## 5. Content Sharing

- (i) Except as otherwise limited by this Agreement, the Publisher may publish any content (including text, photos, graphics, and any other materials), regardless of the source from which such content is obtained, as editorial management may determine in its discretion, so long as the Publisher employs at least 5.67 full-time equivalents (FTEs) as general assignment reporters. In the event that the general reporting staff drops below 5.67 FTEs, the Publisher may continue to publish content from any source for 120 days (the “Recruitment Period”). If general reporting staff levels do not return to at least 5.67 FTEs within the Recruitment Period, then the Publisher shall cease publication of any material obtained from sources other than (a) third-party wire services

(which shall exclude GateHouse wire services), (b) Union staff, and/or (c) freelance correspondents retained by the Publisher, until general reporting staff levels again meet or exceed 5.67 FTEs.

- (ii) Up to eight times per month, the Publisher may publish a complete, pre-paginated, composite page, obtained as a unit and requiring no copy editing, from any outside source. *(Note: so long as changes need to be made to items on a page(s) including but not limited to, bi-lines, folios and/or jump page references, then these pages are not considered to be complete, pre-paginated, composite pages and are therefore not subject to the eight times per month restriction included in this paragraph).* The Publisher may only exceed eight such pages per month with the agreement of the union. In accordance with past practice, the forgoing limitation of eight pages shall apply only to limit use of complete, pre-paginated pages in the main broadsheet portion of the newspaper, and excludes components of the newspaper in which complete, pre-paginated pages have been used in the past, including special sections or supplements on a single topic or theme that appear not more than two times per week and that do not include breaking or live world, national or local news.

6. Internet Posting

Posting to the internet will continue to be done in a cooperative manner between the Publisher and the Guild.

- 7. The parties agree that this Agreement represents a compromise of their respective positions and, except as provided in Paragraph 4, fully resolves the dispute presented in the Arbitration.

AGREED

  
FOR ENTERPRISE PUBLISHING COMPANY

12/3/2012  
DATE

  
FOR THE NEWSPAPER GUILD OF BROCKTON

12/3/2012  
DATE

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**MEMORANDUM OF AGREEMENT  
(Interactive Technology)**

The parties recognize that the platforms for collection and distribution of news are in rapid flux due to the introduction of new technologies, techniques and the Internet. The purpose of this agreement is to provide the flexibility the company needs while preserving the rights and protections afforded unit employees.

Bargaining unit employees in the Editorial Department may be required as part of their traditionally assigned reportorial duties to perform work of an online/interactive nature that has not historically been part of their job classification "ancillary duties". Such work may include, but not be limited to, reporters taking photographs or staff photographers obtaining audio or other written materials in conjunction with their core work.

At base, editorial department employees are expected to report facts accurately. While reporter's core duties remain of a traditional written nature, the act of gathering news through advanced technologies shall be encouraged, but their core duties remain the priority. The parties agree that in the act of basic reportorial duties the ability and decision to deploy new technologies is subject to circumstances in the field, and feasibility as determined by the *reasonable judgment* of reporters on assignment. Employees will be expected to carry out such ancillary duties with a reasonable degree of competence *in light of the employee's experience level*. The Company will provide employees engaged in ancillary duties with the necessary training and proper professional equipment to perform them. The parties agree that employees will not be expected to have as much expertise in the ancillary areas as their core job function.

This flexibility is not intended to diminish The Enterprise's ongoing need for professionally trained and experienced photographers whose primary duty will continue to be taking photographs for the newspaper and other multimedia platforms.

The company agrees to maintain two (2) full-time staff photographer positions. If the photography staff level falls below two (2) the company may continue to retain this memorandum of agreement for 120 days. After 120 days this agreement is invalid until the staff levels are returned to at least two (2) full-time positions.

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_ 

Date: 1/11/08

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For THE NEWSPAPER GUILD OF BROCKTON:

Cynthia Taylor

Date: \_\_\_\_\_

Previously signed 1/11/08

**MEMORANDUM OF AGREEMENT  
(Supplemental Advertising Representatives)**

Enterprise Publishing Company, LLC (the "Publisher") and The Newspaper Guild of Brockton (the "Union") agree as follows:

1. The Publisher may establish a new classification of "Supplemental Advertising Representative". These employees may be compensated at the first and/or second steps of the contractual wage rates for advertising representatives as appropriate and will be eligible for commission on products that they sell.
2. The fringe benefits for any supplemental advertising rep shall be the same as the fringe benefits uniformly available to all employees of the bargaining unit.
3. There shall be a maximum of two supplemental advertising representatives and they will solicit advertising only from potential advertisers who have not advertised in The Enterprise within the last twelve months.
4. There will be a minimum of nine (9) regular advertising representatives in place before any supplemental advertising representative is hired including any future supplemental advertising representatives.
5. Whenever the number of regular advertising representatives is reduced to eight (8) for any reason, the maximum number of supplemental advertising representatives shall be reduced from two (2) to one (1) so that in such instances there shall be only one (1) supplemental advertising rep with the following specific and sole exception:  
If there are two (2) incumbents in the supplemental advertising representative position at the time that the number of regular advertising representatives is reduced to eight (8), the company may maintain the two (2) supplemental advertising positions but will not replace a first vacancy until the number of regular advertising representatives is again at or above nine (9).

AGREED:

For ENTERPRISE PUBLISHING COMPANY:

\_\_\_\_\_ *William Seal* \_\_\_\_\_ Date: 1/11/08

For THE NEWSPAPER GUILD OF BROCKTON:

\_\_\_\_\_ *Cynthia Taylor* \_\_\_\_\_ Date: \_\_\_\_\_  
*Previously signed 1/11/08*

Side Letter – Michael Welch

Effective upon the signing of this Agreement, Michael Welch, Advertising Coordinator's rate of pay will increase from \$16.80 per hour to \$17.44 per hour.

Agreed:

*William Seal* 12/3/12  
For The Publisher

*Cynthia Taylor* 12/3/2012  
For The Guild

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