

## Preamble

This Agreement made this 14th day of December, 2012, between BOSTON HERALD, INC., a Massachusetts corporation, hereinafter known as the Publisher, and THE NEWSPAPER GUILD OF GREATER BOSTON, a local chartered by The Newspaper Guild; TNG-CWA, hereinafter referred to as the Guild.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, wages, hours of work, and other terms and conditions of employment.

## PROPOSED BOSTON HERALD EDITORIAL GUILD CONTRACT

### Preamble

In first paragraph, change date to date of ratification.

### ARTICLE I - Coverage

Section 1. The Publisher recognizes the Guild as the exclusive bargaining representative for all Editorial Department employees, excluding Editor, Executive Assistant to the Editor, Sunday Editor, Managing Editors (2), Assistant Managing Editors (3), Deputy Managing Editors (6), Senior Executive City Editor, Editor of Editorial Pages, Deputy Editorial Page Editor, Executive News Production Editor, Design Director, Executive Sports Editor, Deputy Sports Editor, Assistant Sports Editor/Administration, Assistant Sunday Editor, Director of Photography, Assistant Director of Photography (2), Librarian, Washington Bureau Chief, Executive City Editor, State House Bureau Chief, City Hall Bureau Chief, Design Manager, Executive Night Sports Editor, Executive Projects Editor, Executive Lifestyle Editor, TV Editor, Financial Editor, Confidential Secretary to the Editor, and, in addition to the aforementioned, those working under Personal Service Contracts up to a total of twenty-four (24).

### Article I - Coverage

Section 1: Replace current language with the following:  
The Publisher recognizes the Guild as the exclusive bargaining representative for all Editorial Department employees, excluding the following positions; Editor-in-Chief, Executive Assistant to the Editor-in-Chief, Executive Editor, Managing Editors (3), Deputy Managing Editors (2), Sunday Editor, Assistant Managing Editor, Senior Executive City Editor, Editor of Editorial Pages, Deputy Editorial Page Editor, Executive Sports Editor, Deputy Sports Editor, Chief Photographer, Assistant Chief Photographers (2), Executive City Editors (2), Librarian, Washington Bureau Chief, State House Bureau Chief, City Hall Bureau Chief, Design Director, Executive Night Sports Editor, Executive Lifestyle Editor, Executive Projects Editor, Executive Arts Editor, TV Editor, Page One Editor, Financial Editor and Personal Services Contract holders (17).

Section 10. Except in an emergency, work schedules for employees, other than those with flexible work arrangements, and changes in classifications will be posted two (2) weeks in advance of the week for which they apply, and starting times may not be changed without one (1) week's notice.

### **Article X – Hours and Overtime**

**Section 10 – Add as last sentence: The Publisher shall advise the Guild, in writing, at least one (1) week in advance (except in an emergency) of the changes set forth in this Section 10.**

## **ARTICLE XII - Vacations**

Section 1. Vacation benefits will be computed as follows:

Service on December 31:	Vacation:
Less than twelve (12) months	Five-sixths (5/6) day per month
Twelve (12) months	Two (2) weeks
Four (4) years	Three (3) weeks
Ten (10) years	Four (4) weeks

Section 2. Employees shall not be required to split vacations or to take vacations except between May 1 and October 15, but may, by agreement with the Publisher, make other arrangements.

Section 3. The fourth (4th) week's vacation may be scheduled separately within or without the vacation period between May 1 and October 15 at a time to be determined by the Publisher.

Section 4. The Publisher will cooperate with the Guild as far as practicable in granting vacation dates in the classifications and departments on a seniority basis.

Section 5. An employee whose service with the Publisher is terminated for any reason shall be paid the proportionate amount of his/her accrued vacation time.

### **Article XII – Vacations**

**Section 2 – Delete**

**Section 3 – Delete**

**Section 4 – Renumber as Section 2**

**Section 5 – Renumber as Section 3**

## **Article XVII – Military Service**

b) Reemployment. Upon discharge, any other than dishonorable, from any of the services enumerated, the employee shall be restored to his/her former position or to a position of like seniority, status and pay upon the following terms and conditions:

**Section 1b.) Replace with the following language:**

**Re-employment: Unless the Publisher's circumstances have so changed as to make such reemployment impossible or unreasonable, the employee, upon honorable discharge with certificate from any of the services enumerated, shall be restored to his/her former position or to a position of comparable status and pay upon the following terms and conditions:**

## **Article XIX – Part-time and Temporary Employees**

d) Office clerks hired for the summer only and Clerks and Editorial Assistants hired for a specific sports season only, shall not be deemed regular part-time employees irrespective of hours worked.

**Section 1d): In line 2, delete "only" and add "or academic year" after "for a specific sports season."**

## **Article XX – Minimum Wages**

**Section 1: Delete the following titles:**

Group II Secretary; Stenographer  
Group III Secretary to Managing Editor/Executive Editor; Assistant Make-Up Editor  
Group V Rotogravure Artist; Rotogravure Photographer; Production Coordinator; Society Editor  
Group VI Rewrite; Picture Editor; Editorial Writer; Senior Editor; Assistant Chief Librarian  
Group VII Wire Editor; Night Sports Editor; Drama Critic; Magazine Art Director  
Group VIII Head of Art  
Group IX Sports Editor; Graphics Editor

**Add Group V - A position "Chief Investigative Reporter" with Step Rate progression of the following weekly amounts:**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$960.10	\$996.14	\$1,042.49	\$1,099.16	\$1,177.31

## ARTICLE XXII - Insurance

Section 1. The Publisher shall contribute up to seventy-four dollars and eighty-four cents (\$74.84) per month for employees with single coverage, up to one hundred fifty-nine dollars and sixty-eight cents (\$159.68) per month for employees with two (2) person coverage, and up to two hundred forty-nine dollars and fifty-one cents (\$249.51) per month for employees with family coverage toward the cost of one (1) of the medical plans offered by the Publisher.

Blue Cross/Blue Shield HMO  
Blue Cross/Blue Shield PPO

Section 1: Delete "Blue Cross/Blue Shield HMO" and "Blue Cross/Blue Shield PPO"

## ARTICLE XXV - General Provisions

Section 1. Bulletin Boards. The Publisher agrees to provide three (3) bulletin boards for the use of the Editorial and Commercial bargaining units. The bulletin boards shall be suitably placed so as to provide Editorial and Commercial bargaining unit employees reasonable access to the boards.

Section 1: In line 1, change number of bulletin boards from "three (3)" to "two (2)".

## ARTICLE XXVII - Duration and Renewal

This Agreement becomes effective June 17, 2012 to June 16, 2014, and from year to year thereafter unless either party gives written notice within sixty (60) days immediately prior to the expiration date of its intention to amend, modify, or terminate this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Publisher. The terms and conditions of this Agreement shall remain in effect as long as negotiations continue. This Agreement replaces the agreement from November 13, 2003 to June 12, 2009, as extended to June 13, 2011, which remained in effect during negotiations for this Agreement. Because of the particular circumstances involved, this Agreement commences on the above date.

Section 1: Replace with the following language:

This Agreement becomes effective (ratification date, 2015) to \_\_\_\_\_, 2017 and from year to year thereafter unless either party gives written notice within sixty (60) days immediately prior to the expiration date of its intention to amend, modify, or terminate this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Publisher. The terms and conditions of this Agreement shall remain in effect as long as negotiations continue. This Agreement replaces the agreement from June 17, 2012 to June 16, 2014, as extended to \_\_\_\_\_, 2015, which remained in effect during negotiations for this Agreement. Because of the particular circumstances involved, this Agreement commences on the above date.

**Side Letter – April 28, 2005 – Settlement Agreement: Memorandum of Agreement - Contractual Changes**

First 3 paragraphs: No Changes

#1 No Change

#2 Delete

#3 Delete

#4 Delete

#5 Delete

#6 Re-number as #2

#7 Re-number as #3

#8 (Publisher insurance contributions) Delete

#8 (Date and co-existence with collective bargaining agreement) Re-number as #4

## April 28, 2005 Settlement Agreements

### MEMORANDUM OF AGREEMENT - CONTRACTUAL CHANGES

This Memorandum of Agreement ("Agreement") is made this 28 day of April, 2005, between the Boston Herald, Inc. ("Publisher") and Newspaper Guild of Greater Boston, Local 31032, CWA, Editorial Unit ("Guild").

During negotiations for the new Editorial Unit collective bargaining agreement, effective November 13, 2003 through June 12, 2009 ("CBA"), the Publisher and Guild had wide ranging discussions regarding the many changes that have taken and are taking place at the Boston Herald and the Boston newspaper market and the difficulty of competing in the greater Boston area.

As a result of these negotiations, the parties have reached the understandings and agreed to the changes in the CBA which are set forth in this Agreement which will assist the Publisher in competing in the market and in improving the efficiency or economy of operations. In consideration for these understandings and changes, the Publisher has agreed to provide increases to and/or changes in certain benefits as are set forth in this Agreement. The Publisher and the Guild hereby agree as follows:

1. The parties have agreed to the Memorandum of Agreement attached hereto as Exhibit 1 dealing with work jurisdiction among other provisions.
2. The parties have agreed to the Agreement dealing with the involuntary force reduction which is attached hereto as Exhibit 2.
3. In recognition of the contractual changes agreed to by the Guild as set forth herein, the Publisher is offering a substantially enhanced voluntary termination incentive program which is summarized in the eligibility letter attached hereto as Exhibit 3.
4. Effective upon the date of this Agreement, Article XIX, Part-Time & Temporary Employees, Section 1.3) will be changed to read as follows:  

"e) Only those part-time employees who work a total of twenty-two and a half (22.5) hours per week on a regular basis shall be eligible for medical insurance and the contribution provided for under Article XXII – Insurance."
5. Effective upon the date of this Agreement, the 120 day probationary period provided for in Article VI, Job Security, Section 10 will be changed to a 90 day probationary period.
6. The parties understand and agree that the Publisher may transfer an employee from a higher classification to a lower classification at the lower classification pay rate as part of disciplinary action.
7. The Publisher and the Guild have agreed to form a medical insurance committee to discuss matters of mutual concern concerning costs, coverages, and carriers for medical insurance. The committee shall consist of 3 representatives of the Publisher and 3 representatives of the Guild, meet at mutually convenient times around the time of insurance renewals and bring recommendations to the attention of management for its consideration.
8. Effective September 1, 2005, Article XXII, Section 1 of the CBA will be changed to read as follows:  
"Section 1. The Publisher shall contribute up to seventy-four dollars and eighty-four cents (\$74.84) per month for employees with single coverage, up to one hundred fifty-nine dollars and sixty-eight cents (\$159.68) per month for employees with two (2) person coverage, and up to two hundred forty-nine dollars and fifty-one cents (\$249.51) per month for employees with family coverage toward the cost of one (1) of the medical plans offered by the Publisher.
8. This Agreement shall be effective upon the date set forth above; shall continue concurrently with the term of the CBA; and shall supersede and supplant the CBA with respect to any subject with which it has dealt. This Agreement will be subject to review and collective bargaining in the next negotiations for a new CBA.

## AGREEMENT - FORCE REDUCTION

This Agreement is made this 28th day of April, 2005, between the Boston Herald, Inc. ("Boston Herald") and the Newspaper Guild of Greater Boston, Local 31032, TNG-CWA, Editorial Unit ("Guild").

The Boston Herald's continuing loss of advertising revenue, continuing slide in circulation and escalating operational costs have combined to require an immediate and substantial reduction in force at the Boston Herald. If the force is not sufficiently reduced through voluntary means, the Boston Herald will have an involuntary force reduction.

Because of the particular circumstances involved in the current situation and notwithstanding anything in the collective bargaining agreement between the Boston Herald and the Guild to the contrary, the Boston Herald shall have the right, for a four month period from the date of this Agreement, to determine which employees in the Boston Herald's judgment will be involuntarily terminated or laid off to reduce the force. The Boston Herald's determinations of the employees it selects to be part of involuntary force reduction shall not be subject to grievance and arbitration.

The Boston Herald agrees that the total number of employees who leave its employ voluntarily through the Voluntary Termination Incentive Program ("VTIP") or who are involuntarily terminated/laid off hereunder will not exceed 35 employees. The Boston Herald also agrees that an employee who is selected as part of the involuntary force reduction and who had been eligible for VTIP will be given the option of being laid off or of receiving payments equivalent to those under the VTIP in consideration for signing a complete release which, among other provisions, releases any and all rights to employment or reemployment with the Boston Herald.

BOSTON HERALD, INC.  
By: John N. Flinn  
Title: VP Human Resources  
Date: 4/28/2005

NEWSPAPER GUILD OF GREATER BOSTON,  
LOCAL 31032, TNG-CWA, EDITORIAL UNIT  
By: Lesley J Phillips  
Title: President  
Date: 4/28/2005

## **SIDE LETTER – SEVERANCE PAY AND ALTERNATE BENEFITS**

(ratification date)

Mr. Brian Whelan  
President  
The Newspaper Guild of Greater Boston TNG-CWA 31032  
47 Willard Street  
Quincy, MA 02169

**Re: Severance Pay and Alternate Benefits**

Dear Brian:

During negotiations for the new collective bargaining agreement between the Boston Herald (“Publisher”) and the Editorial Unit of The Newspaper Guild of Greater Boston, TNG-CWA 31032 (“Guild”) (“CBA”), the parties have discussed the on-going, deteriorating economic trends in the newspaper industry generally and at the Boston Herald in particular. In recognition of these economic difficulties, the parties have agreed to make the following changes in the number of weeks’ payment eligibility schedule in Article VII-Severance Pay and Alternate Benefits. The terms and conditions under which an employee may actually receive payments set forth in Sections 1 and 2 of Article VII remain unchanged.

1. Each employee who, as of January 1, 2016, would be eligible for payments under Article VII, based on the schedule in Article VII, Section 2 (“Schedule 1”), will have those numbers of weeks’ payments frozen as of that date. For service after January 1, 2016, such employees will be eligible for additional payments under Article VII, based on continuing service, on a schedule of one



(1) week's pay for each completed year of continuing service to a maximum combined total of sixty-two (62) weeks.

2. Employees hired on or after January 1, 2016, will be eligible for payments under Article VII based on a schedule of one (1) week's pay for each completed year of continuing service; provided, however, that the maximum number of eligible weeks' payments shall be a total of twenty-six (26) weeks.

Sincerely,  
The Boston Herald

---

John N. Flinn  
Vice-President, Human Resources

Accepted and agreed to:  
The Newspaper Guild of Greater Boston  
TNG-CWA 31032

---

Brian T. Whelan  
President

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

## **SIDE LETTER - USE OF EARNED VACATION**

(ratification date)

Brian T. Whelan, President  
The Newspaper Guild  
47 Willard St.  
Quincy, MA 02169

Dear Mr. Whelan:

During negotiations for a new collective bargaining agreement, the Publisher and the Guild have had substantial discussions concerning the number of vacation days which has been accrued over the years by employees in the Editorial Unit. In so doing, the Publisher and the Guild have agreed on the following procedures to minimize accrual of additional vacation days and to reduce the number of vacation days which have already accrued:

- As a general rule, earned vacations must be scheduled and taken each year and cannot be carried over after April 15 of the following year without written authorization from the Publisher. Vacation days not scheduled and taken by April 15 of the following year will be forfeited unless an employee is prevented from taking all of his or her vacation days because of the work requirements and at the direction of the Publisher. In such a circumstance, the employee will, at the Publisher's sole election, either be allowed additional time up to May 31 of that year to use the remaining vacation or, if the vacation is not used by that date for Publisher-approved reasons, be paid for the unused vacation days at the employee's then-current rate of pay. An extension will be granted only where the Publisher's work

requirements have prevented the employee from using the remaining vacation.

Among other reasons, employee forgetfulness or failure to use vacation are not reasons for extending the April 15 deadline.

- With respect to any employee who has accrued vacation days prior to the current vacation year, the Publisher, at the Publisher's sole election, may at any time 1) cash out some or all of the employee's accrued vacation days at the employee's then current rate of pay; 2) at the beginning of the vacation year, require that such employee eliminate up to 10 accrued vacation days in any one year by having the employee schedule and take such accrued vacation days as additional vacation days in the same manner that such employee schedules and takes regular vacation (with mutual agreement between the Publisher and employee more than 10 accrued vacation days may be eliminated); and/or 3) continue to carry over such employee's remaining accrued vacation days.

---

John N. Flinn  
Vice President Human Resources

(ratification date)

Mr. Brian Whelan, President  
The Newspaper Guild of Greater Boston TNG-CWA 31032  
47 Willard Street  
Quincy, MA 02169

**Re: Collective Bargaining Agreement Reopener**

Dear Brian:

During negotiations for the new collective bargaining agreement ("CBA") between the Boston Herald ("Publisher") and the Editorial Unit of The Newspaper Guild of Greater Boston, TNG-CWA 31032 ("Guild"), the parties have recognized the deteriorating economic trends in the newspaper industry and at the Boston Herald, particularly advertising revenue and circulation which continue to decline and disappoint.

Because of the economic uncertainties involved in the present situation, the Publisher and the Guild have agreed that notwithstanding anything in the CBA to the contrary, the Publisher shall have the right, between February 1, 2016 and the expiration date of the CBA, to reopen the CBA for the purpose of negotiating economic terms and conditions. The Publisher will initiate the reopener in writing to the Guild, and negotiations will commence at a mutually agreeable time within 30 days from the notice. The parties recognize the importance of negotiating the reopener expeditiously.

If such reopener were to result in any reduction in the terms and conditions of the CBA, then after 12 months from the effective date of such reductions, the Guild will have the right to reopen the CBA for the purpose of negotiating economic terms and conditions, provided that both of the following prerequisites have been met: 1) Boston Herald has had positive, year-over-year, revenue increase for the 12 month period immediately following the effective date of such reductions ("Period") and 2) Boston Herald has had positive free cash flow (cash earning minus taxes and minus capital expenditures) for the Period. At the Guild's request, the Publisher will meet with the Guild when the appropriate financial information for the Period is available to discuss whether the above prerequisites have been met. If the prerequisites have been met, the Guild may initiate the reopener in writing to the Publisher within 30 days after the meeting, and negotiations will commence at a mutually agreeable time within 15 days from the notice.

We appreciate the manner in which the parties are working through these challenging economic times.

Sincerely,

\_\_\_\_\_  
John N. Flinn, VPHR

Accepted and agreed to: The Newspaper Guild of Greater Boston, TNG-CWA 31032

\_\_\_\_\_  
Brian T. Whelan, President

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

Mr. Brian Whelan  
President

The Newspaper Guild of Greater Boston TNG-CWA 31032  
47 Willard Street  
Quincy, MA 02169

DRAFT 3/16/15

Re: Monthly Parking

Dear Brian:

During negotiations for the new collective bargaining agreement between the Boston Herald ("Publisher") and the Editorial Unit of The Newspaper Guild of Greater Boston, TNG-CWA 31032 ("Guild") ("CBA"), the parties have discussed building management's increase in monthly parking rates for Fargo Lots 1 and 2. This letter confirms that the Publisher has agreed to contribute \$15.00 toward the cost of monthly parking for employees who purchase monthly parking in those Lots. Effective as soon as administratively possible following ratification of the new CBA, such employees will have their monthly deductions for the parking program reduced by \$15.00, and the publisher will pay the \$15.00 per such employee directly to the management company

Sincerely,  
The Boston Herald

---

John N. Flinn  
Vice-President, Human Resources

Accepted and agreed to:  
The Newspaper Guild of Greater Boston  
TNG-CWA 31032

---

Brian T. Whelan  
President

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