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# AGREEMENT

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8/28/98  
BETWEEN

TNG-CWA Local 31245

Boston Globe Employees Association

AND

## THE BOSTON GLOBE

January 1, 1998  
through  
December 31, 2000

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## P R E A M B L E

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 1999, effective January 1, 1998 between the Globe Newspaper Company, Inc. hereinafter called the Employer, and BGEA/TNG-CWA Local 31245, hereinafter called the Union.

GLOBE NEWSPAPER  
COMPANY, INC.:

BGEA/TNG-CWA  
LOCAL 31245:

By: \_\_\_\_\_  
Gregory L. Thornton

By: \_\_\_\_\_  
Robert A. Jordan

By: \_\_\_\_\_  
Harriet E. Gould

By: \_\_\_\_\_  
Mark L. Anastas

By: \_\_\_\_\_  
Alfred S. Larkin Jr.

By: \_\_\_\_\_  
James D. McAuliffe

By: \_\_\_\_\_  
Linda McCulley

By: \_\_\_\_\_  
Leonard J. Kelley

By: \_\_\_\_\_  
Christopher L. Hall

By: \_\_\_\_\_  
Steve Hatch

By: \_\_\_\_\_  
Marquita H. Sylvia

By: \_\_\_\_\_  
Dolores Kong

By: \_\_\_\_\_  
Katherine Rohan O'Brien

## **ARTICLE I RECOGNITION**

The Globe Newspaper Company, Inc., hereinafter the "Employer," does hereby recognize BGEA/TNG-CWA Local 31245, hereinafter the "Union," as the lawful collective bargaining agent for all the categories of employees as set forth in Article VI herein, at the Boston and Billerica, Massachusetts, locations, as well as any other location of the Globe, presently established or that may be established or wherever employees may be assigned or retained, during the term of this agreement, except as provided for in Article VIII, Section 4.

A regular full-time employee is an employee recognized by the Union and Employer and included in the records of each as a full-time employee. It is understood that the agreement will refer to those in this category as "employees" or "full-time employees."

As used in this agreement, "bargaining unit employees" includes full-time and/or part-time employees whose classifications are listed in Article VI (Wages) in addition to any newly created or other positions which are appropriately included in this unit. Unless explicitly stated in Article XIV ("Part-time Employees") or elsewhere in the Agreement, the provisions herein apply only to full-time employees.

**EXEMPTIONS** - Expressly excluded from this bargaining unit are all management and certain other positions as specifically provided in Appendix A. Also excluded are foreign nationals employed as non-editorial staffers at overseas bureaus.

## **SUCCESSORS AND ASSIGNS**

Should the Employer sell, transfer, or assign its right, title or interests or transfer by receivership or bankruptcy, its interest or ownership in any form or manner to a successor employer, the Employer will include in the transfer agreement a provision requiring the successor employer to recognize the Union and to be bound by the terms and conditions of this agreement and shall deliver a copy of this agreement to the successor employer. In the event such a sale, transfer or assignment occurs, the Employer shall also deliver to the Union a copy of that portion of the sale, transfer or assignment agreement that includes the provision that the successor employer recognize the Union and that it agrees to be bound by the terms and conditions of this agreement

## ARTICLE II GENERAL PROVISIONS

### 1. Duration of Contract

This contract shall remain in force from January 1, 1998 to December 31, 2000.

Either of the parties shall give notice to the other in writing of a desire to change any of its provisions at least sixty (60) days before December 31, 2000.

### 2. Fair Practices

#### A. Discrimination

The Employer agrees that it will not discriminate against a bargaining unit employee or prospective employee by reason of race, creed, color, national origin, political or religious views, Union position, sex, sexual orientation, age, physical or mental disability, marital status, physical appearance apart from dress beyond bona fide occupational requirements, parenthood or child-bearing capacity.

#### B. Affirmative Action

The Employer agrees to continue recruitment and employment of minority persons and women for positions covered by this agreement where they are significantly under-represented, for which they meet the minimum qualifications and for which they apply.

The Employer also agrees to make every effort permissible under applicable law to fully consider present minority or women employees for promotion or transfer, where they are significantly under-represented. In such situations, the minority and/or women applicants whose qualifications and ability to perform the job are essentially equal to competing applicants will be given serious consideration when he/she/they apply for positions where minorities and/or women are significantly under-represented.

The Employer agrees to keep an accurate record of all applications for all positions and the action taken on these applications.

The Employer also agrees to provide assistance where applicable for minorities and women who are hired and/or promoted, as described in Article XII, Section 2 (On-the-Job Training).

### C. Anti-Harassment

The Employer recognizes that no bargaining unit employee shall be subjected to sexual harassment. Sexual harassment includes, but is not limited to, any sexual attention that is unwanted. In cases of such harassment, an employee may pursue the grievance procedure for redress.

Sexual harassment grievances will be processed as expeditiously as possible. If, after the grievance is settled, the bargaining unit employee feels uncomfortable about returning to his/her job, the bargaining unit employee shall be entitled to transfer to an equivalent position at the same salary and level as soon as a vacancy exists for which he/she is qualified.

The Employer further agrees that no bargaining unit employee shall be subject to harassment based on race, creed, color, sex, national origin, Union activity, age, physical or mental disability or sexual orientation. Any such harassment grievances will be processed as expeditiously as possible.

### D. Personal Services

No person shall ask a bargaining unit employee to perform personal services or services that are unrelated to the business of the Employer unless such services are performed during non-working hours and for mutually agreeable compensation. Such services include, but are not limited to, personal errands and preparing non-Globe materials.

### E. Joint Committee on Workplace Equity and Diversity

The BGEA and the employer agree that a new committee, called the Joint Committee on Workplace Equity and Diversity, shall be in effect upon the signing of this agreement. The joint committee shall consist of no more than four members from the union and no more than four members from management. The joint committee shall receive and discuss all proposals and initiatives involving equity and diversity, and shall make agreed upon recommendations to the BGEA Executive Committee and to Globe management for their consideration. The joint committee shall meet during regular work hours and at employer expense and at the request of either party. Either party may put items on the agenda for the meeting. The joint committee will also replace the contractual Fair Employment Committee referenced in Article II, Section 2E of the collective bargaining agree-

ment, and assume its role and responsibilities, which include its empowerment "to review complaints of discrimination or harassment in violation of Article II, Section 2C and any settlement of such complaints and make recommendations to the Union and to the Employer to accomplish the purpose of the Fair Employment principles contained herein." BGEA members or Globe members may invite special guests to meet with the committee and discuss issues that would be helpful to the committee's purposes.

### 3A. New Job Categories

The Union shall be notified sixty (60) days prior to the creation of job categories or positions not listed in Article VI (Wages). This 60-day notice shall be observed unless otherwise agreed to in writing by the Union. Said notice shall include a posting in the form as set forth in this Agreement. The Union and the Employer shall then negotiate the appropriate job description and scale. The new job shall be posted as set forth in Article II, Section 6 (Filling Vacancies). If agreement is not reached within the 60-day period, either party may refer the unresolved issues to arbitration. If no agreement is reached, pursuant to Section 6(B) of this Article, the Union shall post the notice proposed by the Employer, noting the Union's objection to such posting.

### 3B. Significantly Altered Job Categories

The Union shall also be notified contemporaneously of existing categories or positions whose duties are significantly altered, other than through the introduction of new technology under Article VIII. Upon request by either party, the Union and the company shall negotiate the appropriate job description and scale. If agreement is not reached, either party may refer the unresolved issues to arbitration.

### 4. Minimum Qualifications

Minimum job qualifications (including education and experience requirements) for bargaining unit jobs in departments covered by this contract shall be clearly established in written form and shall not exceed those required for satisfactory job performance. Any bargaining unit employee may see a copy of the qualifications for those jobs that interest him or her.

The Union shall have the right to review the qualifications for individual jobs on an ongoing basis. The Union may recommend, and the

Employer agrees to seriously consider, alternative qualifications that the Union feels are either equivalent to the qualifications established (e.g. two year's work experience can satisfy a degree requirement) or are more appropriate for the position.

5. Employment Tests

All ability tests used by the Employer for filling unit job openings must be reviewed by the Union before they are given to bargaining unit applicants. A notice that such tests will be administered must be included in the posting notice under the "Qualifications" section of the Job Posting form. Results of such tests shall be given to the applicant upon request. Unless agreed to by the parties in disciplinary proceedings, medical tests or exams required of bargaining unit employees shall be restricted to those tests or exams relating to: a) the employee's continued ability to perform the essential functions of his or her job following illness or injury; and b) infectious disease epidemics (excepting HIV/AIDS).

6. Filling Vacancies

A. Vacancies

The Employer shall notify the Union prior to filling any vacancy. A vacancy shall be defined as an opening caused by transfer, dismissal, resignation, or retirement of an employee, creation of a new job classification or an increase in the staff of any department covered by this agreement. It shall not be defined to include promotion of any employee to existing senior merit positions of Systems Analyst and Senior Systems Analyst in the Information Services Department or Buyer in the Purchasing Department.

B. Posting

At least fourteen (14) calendar days prior to filling a vacancy the Employer shall send notices to the Union offices of all openings that occur within the bargaining unit whether existing or newly created.

The Union shall post all notices of job openings promptly. If the Employer does not deliver the posting to the Union by noon, the posting will be dated the next calendar day.

If the Union objects to such posting, it may seek a meeting with the Employer to address its inquiries. Such meeting must be held within five (5) working days of said inquiry. The posting procedure will not be delayed; however, the posting will be revised to include a notice that the Union is objecting to the posting. Any changes in the posting that result from such inquiry will serve to restart the fourteen (14) day posting period. If the issue is unresolved, the matter may be taken to arbitration.

Notices shall be filled out by the Employer per the following sample posting form:

#### POSTING FORM

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Date of Posting:	Date to be taken down:
Dept:	Number of jobs to be filled:
Department Head:	Job Title:
Shift:	Job Classification & Salary:
Qualifications:	Basic Functions and Responsibilities:

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If the posted vacancy has not been filled within fifty-five (55) days after the posting has been taken down, the vacancy may not be filled unless it is reposted. If the Employer does not intend to fill the vacancy the Employer will notify the Union as to the reason for not filling the vacancy.

#### C. Hiring/Promotion/Transfer

The Employer agrees to inform the Union of any major changes in employment procedures.

The Globe policy is to hire and promote from within whenever practicable. When seeking to fill vacancies in existing or newly-created bargaining unit positions, the Employer shall, before hiring a new employee, give first consideration to employees in this bargaining unit. However, applicants who are from outside the bargaining unit may also be selected based on the needs of the newspaper, job requirements and applicant qualifications as determined by the Employer.

The Employer will notify the Union when it decides to reduce a vacant full-time staff position to a part-time position(s).

#### D. Applications

All bargaining unit employees will have the opportunity to submit an application to the Personnel Department expressing interest in a posted position. Such application will include the name of the employee, current department, position applied for and date of application. The Personnel Department will forward to the supervisor responsible for filling the position all such applications, along with resumes, received within 55 days of a job posting, unless the job is filled before that. Only those employees who have filed an application for a specific job posting will be considered for that posting. A list of such employees will be sent to the Union. The Employer also agrees to send to the Union a list of all other applicants. At the end of the fourteen (14) day posting period, at least three (3) BGEA applicants will be interviewed. If fewer than three such applications are received, all BGEA applicants will be interviewed.

If the posted vacancy is not filled within fifty-five (55) days after the posting has been removed from the bulletin boards, the vacancy may not be filled unless it is reposted. In the case of a reposting, only new BGEA applicants need be interviewed.

All BGEA applicants will be notified in writing whether they will be interviewed.

Copies of all BGEA applications will be made available to the Union upon request.

#### E. Union Notification

The Union will be informed in writing by the Personnel Department of the names of all applicants, those interviewed and the name of the successful applicant.

#### F. Career Guidance

The Employer agrees that, in the event an employee fails to be promoted or transferred to a position he/she has been interviewed for, such employee shall be notified in writing as to the specific reasons for that denial. An applicant, upon request, shall also be

informed in writing for his/her guidance as to how he/she may become better qualified for such or another promotion or transfer at a future date.

#### G. Change of Classification Pay

An employee moved or promoted to a higher wage classification shall be paid in his/her new classification at the experience level next higher than his/her current rate of pay and shall advance from there in the time provided by the Wage Provision (Article VI). No employee shall incur any economic loss as a result of accepting a higher paying position as herein provided.

#### H. Trial Period

Employees advanced to a higher paying classification shall have a trial period not to exceed sixty (60) calendar days. An evaluation shall be held within thirty (30) days between the department head and the employee during this trial period. A written report of the evaluation shall be provided to employee and Union. If after thirty (30) days, there is reasonable doubt whether the employee will successfully complete the trial period, a second evaluation will be held.

At the end of the trial period the department head shall determine if the employee meets the requirements of the higher paying classification. If the department head decides that the employee does not meet the requirements of the higher paying classification, or if the employee wishes to do so, he/she will be returned to his/her former position at his/her former rate of pay.

#### I. Advertisements

Advertisements which invite a reader to apply for employment with the Globe shall be posted on the Union's bulletin boards. The Employer will provide the Union with a copy of the advertisement no later than noon three (3) days before publication. No bargaining unit job will be publicly advertised prior to the start of the posting period.

## ARTICLE III JOB SECURITY

### I. Layoff

There shall be no layoff for the term of this agreement through December 31, 1994. Thereafter, employees who were hired as full-time employees prior to January 1, 1992 will be protected from reductions in force as provided for in the attached Supplemental Agreement. Effective January 1, 1995 and thereafter, if the Employer determines that a layoff shall be necessary, the layoff will be carried out in accordance with the following provisions:

- A. There shall be no layoff except for good and sufficient cause. The size of the staff deemed necessary by the Employer shall constitute a good and sufficient cause. The Employer shall give the Union and affected employees at least thirty (30) days written notice of a layoff. The notices shall set forth the reasons for the layoff and the notice to the Union shall also contain the names of the employees scheduled to be reduced. The determination of what areas or departments and to what extent layoffs are to be carried out are the sole prerogatives of the Employer.
  
- B. Employees dismissed through a layoff shall be those within each job classification by department with the least amount of seniority, which shall be determined by an employee's total length of bargaining unit seniority, pursuant to Article III, Section 5. Those employees with substantially demonstrable special skills or employees of outstanding ability may be excepted from the application of this section, but the burden of establishing the need for such exceptions shall be on the Employer and shall be subject to grievance and arbitration.

For the purpose of this provision, "length of service" shall include pro-rated service credit for part-time employment in the bargaining unit.

- C. An employee laid off will be entitled to severance benefits of four weeks notice or pay in lieu of plus one additional week of pay for each six months of continuous service as a regular Globe employee up to a maximum of 50 weeks pay. All severance payments shall be made in the payroll week following layoff. If an employee dies after notification of layoff and election to be laid off (in lieu of bumping) but before he/she has received notice and severance pay, such payment shall be made to his/her estate.

- D. An employee dismissed through a layoff shall be placed on a rehiring list and shall remain on that list for a period of twenty-four (24) months from the date of dismissal. In filling vacancies within any job classifications from which employees were dismissed through a layoff, the Employer shall offer re-employment to employees on the rehiring list who were dismissed from the classification in which there is a vacancy before hiring or promoting employees. The Company shall notify such employees, based on bargaining unit seniority, by registered mail and the employee will be given ten (10) work days from the time he/she receives such notification in which to make his/her decision to accept or reject the offer of re-employment. Should he/she accept the job, he/she will be given an additional one (1) week 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. When an employee is reinstated into a job through the rehiring list he/she shall be paid at the current salary for the same step he/she left.
- E. Restrictions on the Use of Subcontracting, Exempt Employees, Part-Time Employees and Free Lancers During A Lay-Off Recall Period
1. Except as provided in Paragraph 3 below, if there is a layoff after January 1, 1995 but prior to the expiration of the successor contract to this contract and if said layoff impacts any full-time employees hired on or after January 1, 1992, then the Globe agrees that during the recall period of a full-time employee on lay-off the Globe will not:
    - a) use the full-time equivalents of exempt or part-time employees whose major responsibility is to perform the actual work (as opposed to the type of work) performed by the employee on lay-off;
    - b) commission the full-time equivalents of work by free lancers or correspondents where such work is the actual work (as opposed to the type of work) performed by the employee on lay-off;
    - c) contract out the full-time equivalence of the actual work (as opposed to the type of work) performed by the employee on lay-off.

2. If the Globe intends to have some of the actual work formerly done by a full-time employee on layoff done on a part-time, free-lance or correspondent basis, it will first offer the laid off full-time employee the opportunity to do the work on such a part-time, free-lance or correspondent basis.
  3. Except as otherwise specifically provided in this proposal and in the collective bargaining agreement, the Globe may continue its past practices concerning the use of part-time employees, free-lancers, co.respondents, new procedures, new equipment and technology and outside vendors.
- F. The Globe will meet with the Union during the thirty (30) days' written notice to the Union of a planned layoff, if so requested by the Union, to voluntarily consider possible alternatives proposed by the Union to reduce labor costs other than through a layoff. The Globe may continue implementation of its planned layoff during these voluntary discussions. Lack of agreement on a voluntary alternative shall not be grievable.
- G. An employee designated for layoff may elect to displace an employee with less total bargaining unit seniority occupying any job classification he/she previously held on a full-time basis.

This election must be made within ten (10) work days of layoff notification to the employee.

The employee displaced will be the employee with the least bargaining unit seniority in that classification.

Any employee who is displaced as a result of another employee's election to return to a previously held job shall have the same election rights as the employee who displaced him/her.

An employee who elects to return to a previously held job in a lower paid job classification shall be paid at the rate he/she would have earned had his/her employment in that classification been continuous. No merit increase shall be lost or reduced by any reduction in salary.

- H. These provisions shall be immediately effective on January 1, 1995 (whether or not the parties have concluded successor contract negotiations) and will not be subject to any alterations or changes in negotiations (except by mutual agreement) until the expiration of

the successor agreement to this agreement (January 1, 1991 through December 31, 1994) or for three years from December 31, 1994 whichever is longer.

**APPENDIX A TO ARTICLE III, SECTION 1  
DEPARTMENT LISTING**

Accounting (includes Post Office and Purchasing)

Administrative Services

Advertising

Circulation

Design (non-editorial)

Editorial

Cityroom (includes zones, photo, library, editorial design, ed/op-ed, spotlight and night desk)

Sports

Living/Arts

Business

National/Foreign

Human Resources/Employee Relations

Information Services

Maintenance/Protective Services

Management (includes public relations, community relations, building services, production administration and roto)

Market Research and Planning, Sales Promotion/Public Affairs

## 2. Discharge and Disciplinary Action

The Union and Employer agree that discipline, including discharge, must be administered fairly and consistently for just cause. Discipline will typically be progressive. The offense, facts and circumstances will determine the level of discipline to be applied regardless of prior discipline, if any. There shall be the following forms of discipline:

- A. Verbal Warnings, which constitute the least severe form of discipline, consist of verbal reprimands to the employee by the department head or manager. A written record of a verbal warning may be made.
- B. Written Warnings may be issued regarding an aspect of an employee's performance which could lead to suspension or dismissal, if uncorrected.

The Employee Relations Department will be notified of all written warnings prior to a decision to issue. If a decision is made to issue the warning, the Union shall be notified of the time and place the warning is to be given, and who shall be given the warning, at least 24 hours in advance of the warning being issued. The Union may have a representative present. Except in the case of gross neglect of duty or serious misconduct, at least one verbal warning will be issued before an employee will be given a written warning.

A minimum of two written warnings will be issued before an employee may be dismissed except in the case of gross neglect of duty or serious misconduct.

An employee will be allowed a reasonable amount of time to correct the behavior or conduct which led to the first written warning. If the same behavior or conduct continues after that period of time, a second written warning may be issued.

Any written warning older than two (2) years shall cease to exist for purposes of progressive discipline. However, those warnings may be considered by the Employer in determining the degree of discipline to issue in future cases involving probation, suspension or discharge action.

The Union may request that a written warning be reviewed by the Employer for possible removal after one year if the employee has made

substantial progress toward correcting the behavior or conduct which resulted in a written warning.

When an employee has received a written warning for alcohol and/or drug (a controlled substance) abuse, he/she will be referred to a qualified program. The Union, medical department or Employee Assistance Program can make such referrals.

- C. Suspension and/or disciplinary probation decisions will be made by the Vice President of Employee Relations or his/her designee. The Union shall be notified when a final decision to suspend or place on probation is made, and the same rights of representation and appeal will apply as are applied to written warnings or dismissals.

If, in conference, a suspension without pay is found by mutual agreement not to have been based on just cause, the Employer will restore the employee to his/her position with full pay and all benefits for the period from the date of suspension to date of reinstatement, with service record unimpaired. A lesser form of discipline may be invoked.

- D. Dismissal decisions will be made by the Vice President of Employee Relations or his/her designee. Dismissal represents the most severe form of discipline.

Two weeks' notice in advance of discharge or two weeks pay in lieu of notice shall be given to employees after completion of their probationary period except in cases of gross neglect of duty or serious misconduct. In either case, the Union President or his or her designated representative shall be present at the time of discharge. Any employee upon receipt of notice of discharge or upon discharge where no notice is given, may appeal to the Union so that the Union may confer with the Employer. Upon notice of discharge, an employee (who makes written request within ten (10) calendar days) shall receive from the Employer a written statement of the cause of discharge, with a copy of such statement to be furnished the Union representative.

Within seventy-two (72) hours of discharge the employee must request in writing that the Union act on his/her behalf under Article XI (Grievance and Arbitration).

If, in conference, a discharge is found by mutual agreement not to have been based on just cause, the Employer shall restore the discharged employee to his/her position with full pay and all benefits for the period

from the date of discharge to date of reinstatement and with service record unimpaired; or a lesser form of discipline may be invoked, including suspension without pay.

- E. Conferences regarding any discharge or suspension shall proceed with due diligence and shall be concluded within five (5) working days from the date of the employees request for review.

If, upon conference, the Employer and the Union are unable to agree as to the proper disposition of the case within thirty (30) calendar days after notice of discharge or suspension the matter may be referred by the Union to arbitration within forty-five (45) calendar days after the date of discharge or suspension.

### 3. Probationary Period

- a. Discharge of new employees in Editorial, Information Services (other than data entry clerks), outside circulation sales, and outside advertising sales classifications with less than one hundred thirty-five (135) calendar days employment shall not be subject to review by the Union.
- b. Discharge of new employees in all other classifications with less than ninety (90) calendar days' employment shall not be subject to review by the Union.

During the probationary period written evaluations will be prepared and discussed with each new employee within the first 30 days, within the next 30 days, and at least 15 days before the end of the period. Copies of such written evaluations will be provided to the employee and the Union president and included in the new employee's personnel file.

If a probationary employee is discharged he/she will be entitled to two weeks' pay except in cases of gross neglect of duty or serious misconduct.

### 4. Probationary Credit

Employment at the Globe as a part-time, temporary or substitute employee in the same classifications during the twelve-month period prior to becoming a regular employee shall be counted towards the appropriate probationary period up to a maximum of thirty (30) days credit.

## 5. Seniority Defined

There shall be the following types of seniority:

- a) "Bargaining Unit Seniority" begins from the date of hire as an employee in the bargaining unit. Whenever an employee transfers into an exempt non-bargaining unit position and later returns to the bargaining unit, or he/she is laid off and later recalled under Article III, Section 1D, the employee will recapture the prior years spent in the bargaining unit to determine his/her bargaining unit seniority. However, years spent in a non-bargaining unit position will not be counted toward bargaining unit seniority. When a person who has worked as a part-time employee is hired as a regular employee, credit will be given for the hours worked as a part-time employee toward bargaining unit seniority.
- b) "Classification Seniority" dates from the time a full-time employee is hired or moves into a classification as listed in Article VI (Wages). This seniority will vary as an employee moves to various classifications.

Bargaining unit seniority applies in shift preference, holiday scheduling and vacation scheduling. Classification seniority shall apply in step raises.

For new hires and promoted employees, a successfully completed probationary or trial period shall be included in calculating seniority. If an applicant is not confirmed in a new classification, he/she will be returned to his/her classification with no loss in seniority.

## **ARTICLE IV HOURS OF WORK AND OVERTIME**

### 1. Work Week

The regular 37.5 hour work week of employees covered by the terms of this agreement, except those listed in Section 3 of this article, shall consist of not more than five (5) days of not more than seven and one-half (7.5) hours each, said seven and one-half (7.5) hours to fall within daily periods of not more than eight and one-half (8.5) hours each; or of not more than four (4) days (in cases where the needs of the Employer allow) of not more than nine and one-half (9.5) hours each, said nine and one-half (9.5) hours to fall within daily periods of not more than

ten and one-half (10.5) hours each. The Employer will consider requests from two-thirds of a department/sub-department's employees for a four-day work week. The decision on such requests shall be in the sole discretion of the Employer. In instances where the needs of the newspaper allow, other variations within the 37.5 hour work week may be considered by the Employer in individual cases.

The above provisions shall not have application to employees on out-of-town assignments. Out-of-town refers to any assignment requiring overnight lodging.

Employees shall not be required to travel to out-of-town assignments on days off.

## 2. Overtime

Overtime work in excess of 37.5 hours in one week and shall be paid at a rate of time and one-half. All claims for overtime must be made within one (1) week following completion of out-of-town assignment. If an employee terminates his/her employment for any reason, all overtime due him/her shall be paid by payroll check.

## 3. Exclusions from Overtime

The following positions are excluded from the application of the provisions of this agreement relative to hours of work and overtime payment: Outside Advertising Salespersons, Cartoonists, Editorial Writers.

## 4. Assignment of Overtime

Except in an emergency, overtime must be approved in advance by an exempt supervisor/manager. In an emergency, overtime may also be approved by a bargaining unit supervisor. Bargaining unit employees required to work in advance of or after their regularly scheduled times shall be paid at the rate of time and one-half for such work in addition to their regular day's pay. The Employer will make every effort within the needs of the newspaper to assign overtime in a fair and equitable manner taking into consideration seniority in classification. No employee will be required to work more than ten (10) consecutive days.

Overtime payments will be made in the weekly pay period immediately following submission for the overtime worked.

## 5. Scheduling and Shifts

The Employer will make every effort, within the needs of the newspaper, to assign regularly scheduled days off and regularly scheduled overtime in a fair and equitable manner taking into consideration seniority in classification.

The Employer will confer with an employee before changing his/her regular starting time and/or days off and before making transfers between departments within classification. An employee may make a request for such change. Bargaining unit seniority will be the major factor in making such changes, subject, however, to the needs of the newspaper as determined by the Employer. The Employer will exercise its discretion in a reasonable manner. All employees classified as "clerks" (including those formerly classified as "senior clerks") shall be deemed to be within the same "classification" for the purpose of making transfers between departments within classification. This shall also apply to all "secretaries" and "executive secretaries" within their respective classifications.

Normal working days shall be regularly scheduled and days off shall be consecutive throughout unless otherwise agreed to by the employee and the Employer.

Regular employees shall have the same starting times at least three days each week. Work schedules shall be posted in each department one week prior to the beginning of each financial week to include all bargaining unit members.

It is understood that there shall be three basic shifts covered by this agreement. These shall be called a Day Shift, a Night Shift and a Lobster Shift. A day shift employee's hours shall begin between the hours of 5 a.m. and 1 p.m.; a night shift employee's hours shall begin between the hours of 1 p.m. and 9 p.m.; and a lobster shift employee's hours shall begin between 9 p.m. and 5 a.m. Within the framework of these shifts there may be variations of starting and finishing times on a shift. It shall be understood that an employee, except in the event of an emergency, shall not work a split shift.

The assignment of shifts will be in accordance with the needs of the newspaper as determined by the Employer, provided that an employee having fifteen (15) or more years of full-time service shall not be assigned to a different shift without his/her consent. This clause shall not apply to departments or sub-departments in which, at the time of the

assignment, 80 percent or more of the full-time employees in any bargaining unit classification have fifteen (15) or more years of service, but would apply when that department or sub-department falls below 80 percent of employees in any classification with fifteen (15) or more years of service.

When an opening occurs on a shift, claim for that shift can be made according to bargaining unit seniority.

6. Notice of Schedule Change

Any employee with regularly scheduled working days and hours must be given one week's notice of change of schedule, except in case of an emergency. However, if an employee is on vacation then the one week's notice will become effective on the date he/she returns from vacation.

7. Recall

Employees requested to return to work within seven and one-half (7.5) hours after the end of their regularly scheduled work day shall be guaranteed a minimum of three and three-quarters (3.75) hours pay at time and one half.

8. Unscheduled Work

An employee requested to work on his/her regularly scheduled day off shall be paid a minimum of seven and one-half (7.5) hours' pay at time and one-half for that day's work, which shall be in addition to his/her regular weekly salary. In this case, he/she would not be entitled to another day off.

9. Recall from Vacation

An employee called in to work while on vacation shall be paid a minimum of seven and one-half (7.5) hours pay at the rate of double time for each day of such work, in addition to his/her regular salary.

10. Shift Spacing

All regular schedules shall allow ten (10) hours between shifts, and an employee who is asked to start a day's work less than ten (10) hours after the completion of the previous regular work day shall receive time and one-half pay for the time worked before the elapse of that ten-hour period.

## 11. Higher Overtime Payment

If overtime is payable under this article and also under another article in this agreement, payment shall be made under the one which provides the greater compensation to the employee, but not under both.

## 12. Overtime Records

All overtime-related records shall be kept and, on request, the Employer shall make records available to the Union.

## 13. Inter-Classification Fill In

If because of unusual circumstances, a bargaining unit employee is required to fill in for more than one-half of his/her scheduled shift for another bargaining unit employee in a different classification, additional compensation equal to the difference in the base rates will be paid if the position being filled is one with a higher base rate. The next higher step in the base rate for the position being filled, as compared to the bargaining unit employee's current step rate, will be used for purposes of this calculation. In no case will a bargaining unit employee's salary be reduced during the time of the fill in. In cases where the editorial pay is higher (Article VI), that formula will be applied under the same stipulations as noted above.

A bargaining unit employee may be asked to fill in for an exempt employee. Such fill-in will be voluntary. In such cases, the employer shall pay the employee Ten Dollars (\$10.00) per scheduled shift.

Examples (based on rates effective 1/1/97):

A third-year clerk (\$520.19) fills in for a third-year secretary (\$577.98). The clerk would receive the difference between (\$520.19) and the next higher step on secretary's pay rate (\$577.98) or \$57.79 per week or \$11.56 per day.

A fifth-year reporter, (\$1179.18), fills in for a second-year assistant metro editor (\$1316.28). The reporter would receive the next higher step on assistant metro editors' scale (\$1206.35), but in this case, would instead receive \$10.00 per day, under Article VI, as that rate would apply.

An accounts receivable clerk, fourth year, (\$577.98), fills in for an accounts receivable supervisor, fourth year, (\$910.17). The clerk will be

paid the next higher step on supervisor scale, first-year rate (\$597.19) or \$19.21 per week or \$3.84 per day.

## ARTICLE V VACATIONS, HOLIDAYS AND LEAVES OF ABSENCE

### 1. Vacations

Vacation entitlement for regular employees shall be based on regular service from date of hire as a Globe employee determined at December 31 of each year. Date of hire is defined as the first day on the Globe full-time payroll.

#### Vacation Entitlement

0 - 3 months	0
3 months - 1 year	1 week*
1 year - 7 years	3 weeks
8 years - 17 years	4 weeks
18 years or more	5 weeks

\*(after completing six months)

An employee who becomes eligible for a third, fourth or fifth week of vacation due to his/her length of service during the first five (5) months of any calendar year will be treated as having earned that service as of the previous December 31. Such additional week vacation may be taken after completing six (6) months service in the calendar year.

Part-time employees other than co-op students shall receive vacation benefits on a pro-rata basis in proportion to hours worked. One vacation day credit will be earned for each one hundred ninety-five (195) hours worked. Effective date of signing, pursuant to Section III D of the Supplemental Agreement employees shall earn 1.25 vacation day credits for each one-hundred ninety-five (195) hours worked, and part-time employees who have worked a minimum of 600 hours per year for a total of five (5) calendar years shall earn 1.5 vacation day for each one hundred ninety-five hours (195) hours worked.

When a part-time employee has worked as a part-time employee a minimum of 600 hours per year for a total of ten (10) calendar years, two vacation days' credit will be earned for each one hundred ninety-five (195) hours worked. For employees with more than ten (10) years part-time service, the most recent ten (10) years will be used in making this computation. These years do not have to be consecutive.

During the calendar year, such part-time employees may draw against their vacation day credit balance accumulated through the preceding December 31. For purposes of this paragraph, vacation and holiday time shall be included in hours worked. Part-time employees' weekly pay stubs will indicate their hours of vacation entitlement remaining.

#### 1.A. Vacation Pay

Payment for vacation, holiday and paid leaves of absence shall be calculated to include a bargaining unit employee's base pay, merit pay and shift differential.

#### 2. Vacation Scheduling

Annual vacation may be scheduled from January 1 through December 31 of each year except that up to ten days may be carried over through April 30 of the following year.

- A. Contingent upon staffing needs, scheduled vacations may begin any time of the year and any day of the week.
- B. Except in cases of emergency or heavy work periods as agreed to by the Union and Employer, department heads may not establish a period of time during which vacations may not be allowed.
- C. An employee shall have the right to exchange a scheduled vacation with another employee with the department head's approval and where no seniority conflicts would result.
- D. No bargaining unit employee may waive any vacation due under this agreement. Employee requests for vacation time off shall be determined on the basis of bargaining unit seniority, for requests made through May 15. Any vacation requests made after May 15 will not result in the displacement of scheduled vacation time for any employee who scheduled his/her vacation prior to May 15 regardless of his/her bargaining unit seniority. Any employee who does not submit a vacation schedule by October 15 for the calendar year may be subject to having that vacation scheduled by the department head.
- E. No more than two (2) weeks' vacation may be consecutive for employees eligible for three (3) weeks unless approved by the department head. No more than three (3) weeks' vacation may be consecutive for employees eligible for more than three (3) weeks unless approved by the department head.

- F. Subject to Paragraph A above, two weeks of vacation may be scheduled one day at a time at the employee's request. Except in cases of emergency, employees shall schedule single vacation days at least eight (8) days in advance.

### 3. Vacation Seniority

In scheduling vacations, bargaining unit seniority shall be the deciding factor where there are conflicts.

### 4. Holidays

Regular employees shall be entitled to the following nine (9) holidays plus their birthday that fall within their period of employment, namely:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving
Memorial Day	Christmas
Independence Day	

The employee's birthday holiday may be scheduled by the employee with his/her department head and taken anytime during a calendar year regardless of when the actual birthday occurs.

Notwithstanding the provisions of Article V, Section 5, instead of the above-named nine (9) holidays and the employee's birthday, regular night workers shall have the option of taking ten (10) days off, or taking one week off (5 work days) plus five (5) days' pay. However, not more than three (3) weeks of any vacation shall be consecutive except by arrangement with the management.

Employees with ten or more years full-time service will not be required to work on Thanksgiving or Christmas (Christmas Eve for night and lobster shift workers). Employees with twenty or more years full-time service will not be required to work holidays. This clause shall not apply to departments or sub-departments in which, at the time of the holiday, 80 percent or more of the full-time employees in any bargaining unit classification have the required years of service stated above, but would apply when that department or sub-department falls below 80 percent of employees in any classification who have the required years of service stated above.

Part-time or temporary employees other than co-op students shall receive holiday benefits on a pro-rata basis in proportion to hours worked.

One holiday credit will be earned by a part-time or temporary employee for each one hundred ninety-five (195) hours worked. Such employees may draw against accumulated credits, if any, to receive holiday pay only if a holiday described above falls within their period of employment. Part-time employees' weekly pay stubs will indicate their hours of holiday entitlement remaining.

## 5. Holiday Compensation

Any employee required to work on a holiday which falls on his/her regular day off must be compensated with either of the following options:

- 1) two and one-half days' pay (this includes the holiday pay), or
- 2) two and one-half days off.

Any employee required to work on a holiday which falls on a regularly scheduled work day must be compensated with either of the following options:

- 1) two days' pay (this includes the holiday pay), or
- 2) one day off and one day's pay.

Time off must be scheduled within four weeks of the holiday.

When an employee's regular day off falls on a holiday, he/she shall receive an additional day's pay, or equivalent time off scheduled by mutual agreement.

When an employee's days off have been changed during a week in which a holiday occurs, resulting in such employee's working five (5) straight-time days in such a week, such employee shall receive an additional day off scheduled by mutual agreement.

### 5A. Religious Holidays

An employee whose beliefs require him/her to be absent from work for a religious holiday on a day on which he/she is scheduled to work shall be allowed to work during one of the above holidays in exchange for

the religious holiday. In such a case, the employee will receive regular pay for both days.

#### 6. Globe Shutdown

In the event of the Globe plant shutdown through no fault of the Union or its members, a bargaining unit employee shall receive, on request, any vacation compensation to which he/she is entitled. In addition, full-time night and lobster workers who have accrued holidays pursuant to Article V, Section 4, shall also receive, on request, any holiday compensation for which he/she is entitled.

#### 7. Absence Credit

The Employer agrees that regular full-time employees who terminate and later return shall be given credit for that previous full-time employment after they have been re-employed for a period of time equal to the period of their absence or five (5) years, whichever is shorter. The previous time will be credited toward experience in classification, for the purposes of seniority and all benefits other than pension except where applicable under the terms of the Pension Plan.

#### 8. Vacation Credit

If any employee, including probationary employees, leaves the Globe or loses time from work due to disciplinary suspension, his/her vacation credit shall be pro-rated based on the number of work weeks actually worked. In cases of workers' compensation and long-term disability, employees will earn full vacation credit for the first six months of the leave. Thereafter, no vacation credit will be earned until the employee returns to work.

#### 9. Military Service

Section 1. Any full-time employee who leaves the employment of the Employer to enter military service of the United States or the Commonwealth of Massachusetts shall, upon request, be deemed on leave of absence, and on release from such service shall resume his/her position or a similar one under the conditions set forth in the Universal Military Training and Service Act or any subsequent legislation amendatory thereof: a) that he/she are able and competent to perform the work, b) that the opportunity for such work has not been wiped out by the necessary reduction of the force, c) that he/she applies for reinstatement within ninety (90) days of his/her honorable discharge, with certificate, from service.

Section 2. In the event such employee is incapacitated during or at termination of military service and the Employer is unable to place him or her in any other mutually agreeable position he/she shall be granted severance pay in accordance with Articles VIA and IX. If an employee dies while in military service, the benefits accruing under Articles VIA and IX of this Agreement shall apply.

Section 3. In setting classifications and rates of pay for employees returning from military service, the Employer shall give due consideration to the training and experience which such employees have received while on military leave.

Section 4. An employee on entering military service shall receive two weeks' pay plus accrued vacation pay in cash as provided in Article V. Any remaining portion of accrued vacation credit not paid in cash shall be added to any credits accruing in the first year in which he/she resumed employment. Vacations in the year employment is resumed shall be computed on service time as defined in Article V.

Section 5. In order to give full protection to employees, any replacement for an employee on military or other approved leave shall be considered temporary and shall be so reported to the Union. Such temporary employee shall enjoy all the benefits provided temporary employees under the provisions of this agreement and assume all the obligations of the agreement. He/she shall be subject to dismissal at the discretion of the Employer upon the return to employment of the employee he/she has replaced.

Section 6. Provisions of this article need not apply to a person dishonorably discharged and shall apply only during the life of this agreement.

Section 7. In the event that employees are elevated temporarily to a higher classification for the purpose of filling the places of those employees who enter the service of the United States, such employees may be restored to the lower classification upon the return of the former employees from such service, and the salary of the substituting employees may be adjusted accordingly.

Section 8. Expiration. Leave of absence for military service shall expire when the employee's re-employment rights expire under the provisions of the Universal Military Training and Service Act, as amended.

**Section 9. Group Life Insurance.** The Group Life Insurance Plan provisions regarding authorized leaves of absence without pay shall apply during the military leave of an employee who was a member of the plan at the time the leave began, so long as the insurance company does not withdraw coverage of employees on military leave. Benefits and contributions during the leave shall be at the same benefit level as if the employee had remained at work in the same job. In the event of such a withdrawal, The Employer shall consult with the Union concerning possible alternate protection for employees then on military leave of absence.

**Section 10. Pension Plan.** An employee's leave of absence for military service shall not constitute a break in service under the Plan. No additional pension benefits will accrue to the employee during the leave of absence period except during the first six months of such leave as provided in Article V, Section 16.

**Section 11. Vacation Upon Start of Military Leave.** At the start of military leave, the employee shall be granted the full vacation or balance thereof that he/she would otherwise have received during the calendar year in which the military leave began. Upon returning from military leave the employee shall receive in the calendar year of re-employment, to the extent that he/she has not already done so, the vacation that he/she would have received in that year if he/she had remained at work and had not been on military leave.

**Section 12. Physical Incapacity.** If an employee, upon his/her return from military leave, is found to be physically unable to resume his/her position, the Employer shall make all efforts to place him or her in another position and shall consult with the Union on these efforts. If another position is not found, the employee shall receive his/her severance pay under Article VIA.

**Section 13. Temporary Military Training.** All sections of this paragraph, except for Sections 4 and 11, shall apply when an employee is required to enter full-time military service for an annual training period of up to and including ninety (90) consecutive days. The Employer, shall, however, grant him or her an unpaid leave of absence in addition to his/her regular vacation.

**Section 14. Employees entering the service of the United States as the result of being drafted or activated for more than six (6) months as aforesaid shall lose no benefits of severance, death or step rate provisions during their period of service.**

Section 15. When an employee is required to enter temporary full-time military service due to a local or national emergency, in addition to applying the provisions of this article the Employer shall for not more than thirty (30) consecutive calendar days pay him or her the amount by which his/her regular pay exceeds his/her military pay plus allowances, exclusive of travel allowance.

#### 10. Sick Leave

- A. An employee shall not forfeit any part of his/her pay because of absence on account of illness for up to fifteen (15) working days in any calendar year, or up to an additional fifteen (15) working days in any calendar year during a period of major illness. Accordingly, in cases of major illnesses an employee will be entitled to up to thirty (30) days' sick leave consisting of a fifteen-day (15) major illness allowance plus any unused portion of his/her fifteen (15) days' sick leave.

In order to qualify for a major illness allowance, an employee must be absent for five (5) working days or more due to his illness.

If an employee uses more than ten (10) of the allowable fifteen (15) single sick days in any calendar year, then any additional sick days (as well as verification of any major illness days) may be subject to the Company's right to require medical verification of illness by a Globe medical department employee or a physician or other medical professional. The Globe Medical Department may confer with such physician or other medical professional to confirm the authenticity of the medical verification. Employees who are unable to provide such medical verification may be subject to progressive discipline under Article II, Section 2, (Discharge and Disciplinary Action) of this contract. In addition, days which are not verified may be disallowed as sick days.

For those employees only who have used more than ten (10) of the allowable fifteen (15) single days in any two (2) prior consecutive calendar years, then any sick leave in the following year, either before or immediately following a paid holiday or scheduled vacation will not be paid unless satisfactory proof of illness is provided.

Pattern abuse of sick time may be subject to progressive discipline under Article II, Section 2, (Discharge and Disciplinary Action) of this contract.

Pattern abuse of sick time shall include the usage of sick days (either single or major) in a particular year-to-year historical pattern, or the

- usage, in a given year, of a majority of single sick days before or after other non-working days such as holidays, vacation days or scheduled days off.
- B. Under an Agreement between the Globe Newspaper Company and the Boston Globe Employees Association, the Company agrees to maintain a long-term disability plan as enhanced in Section IIID of the Supplemental Agreement. A summary of the Plan is available in the Benefits Department.
- C. If an employee has been away from work because of a major illness and is about to be eligible for long-term disability, he/she may use up to ten (10) sick days which were unused the previous year. This additional leave could only be used prior to expiration of the 45-day long-term disability waiting period.
- D. Employees may use up to five (5) of their allowable fifteen (15) single sick days in any calendar year for the care of a spouse, child or parent who is ill.
- E. Part-Time Sick Leave

Effective date of signing, part-time employees with at least five (5) years of employment of at least 600 hours in each of the five years will be eligible for one (1) day of sick leave annually. Sick leave may be subject to medical verification (which will be the same as that provided in Section A above for full time employees) and satisfactory attendance (regular coverage of their job). Part time employees can bank their one day if unused in any year for use in the following year, up to a maximum of two (2) banked days which could then be used along with the day in the year they use the time for a maximum of three (3) days in any one year. Part time employees using a sick day will be charged and paid for a full day (7 1/2 hours) regardless of the hours he/she were scheduled to work that day.

#### 11. Workers' Compensation

The Employer will maintain worker's compensation insurance which complies with state law. The Employer will administer a worker's compensation benefit plan pursuant to the company policy on file with the personnel department. The employee benefits director shall provide essential information including a copy of the company's worker's compensation policy within two (2) business days to persons who suffer an occupational injury or disease or to others who may request such information.

Bargaining unit employees who suffer an occupational injury or disease will be eligible for worker's compensation benefits. Eligibility for worker's compensation benefits does not preclude a full-time employee's rights to unused sick pay and/or long-term disability benefits.

Any amount received by a full-time employee under worker's compensation (except hospital and medical expenses) for the period covered by paid sick leave may be deducted by the Employer.

No full-time employee eligible to receive worker's compensation shall be required to take sick time.

The Employer will make full medical and pension contributions for up to eighteen (18) months for any full-time employee absent from work due to a workers' compensation injury for the first time that employee is so absent. Any full-time employee absent for a second period due to a worker compensation injury will have medical and pension contributions made by the Employer for up to twelve (12) months. The Employer will not make medical and pension contributions for a full-time employee absent from work for more than two periods of time due to a workers' compensation injury. During the period for which Employer contributions are made, full-time employee payroll deductions for medical insurance will be waived.

## 12. Jury Duty

Any bargaining unit employee required to be absent from his/her regularly scheduled work to serve on a jury shall be paid his/her regular scheduled straight-time wages, less his/her jury wages, and will be made whole for any financial loss in accordance with applicable federal and state laws. Such absence shall be supported by a statement signed by the clerk of the court certifying as to each day of jury duty. All full-time employees serving such duty shall be given a work schedule with Saturdays and Sundays off during the term of said jury duty.

## 13. Bereavement Leave

In the event an employee's wife, husband, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law dies, such employee shall be permitted to absent himself/herself from work without loss of pay on any of his/her regularly scheduled working days following within three (3) consecutive days, one of which shall be the day of the funeral. This shall not apply when the funeral occurs at a time when the employee is on vacation or leave of absence.

If the deceased person is not a member of the immediate family as defined above, the employee may request a vacation day or unpaid day off to attend the funeral of these relatives: aunt, uncle, niece, nephew or cousin.

Regular part-time employees shall be permitted to absent himself/herself from work without loss of pay on (1) one regularly scheduled work-day per year to attend the funeral of a spouse, parent, child, grandparent, grandchild or sibling. Such part-time employee must have at least five (5) years of employment of 600 paid hours per year (which may be non consecutive) to qualify for such leave.

The Employer agrees to provide bargaining unit employees with a free "Death Notice" advertisement in cases of deaths in the immediate family of the employee. The immediate family shall be defined as spouse, children, parents, brothers and sisters.

#### 14. Pregnancy/Child-Birth Leave

- A. An employee who gives birth to a child shall be entitled to a pregnancy/child-birth leave for a period of up to three (3) months. During the leave the employee may first use the unused portion of her sick leave (up to 30 working days maximum pursuant to Section 10 of this Article) and then may schedule remaining unused vacation days. Any employee disabled by pregnancy for more than three (3) months will be entitled to benefits under the Employer's long-term disability plan.
- B. An employee on pregnancy/child-birth leave of absence shall accrue length of service credits for the first three (3) months for all benefits, including pension, relating to or depending upon length of employment, provided the employee returns to work.
- C. The Employer agrees to maintain all life and health insurance coverage during pregnancy/child-birth leave subject to any participation required by the Employer of the employee.
- D. An employee returning from pregnancy/child-birth leave shall be restored to her former position at the salary she would have received had employment been continuous.

## 15. Family and Medical Leave

In addition to the provisions of Section 14 above, all employees who become parents of new-born or newly adopted children; who are required to care for a foster child; or who, because of their own serious health condition or the serious health condition of a spouse, child or parent seek a leave of absence from work, shall be entitled to a leave of absence of no more than twelve (12) weeks in any given calendar year. In all instances outlined above, this leave is unpaid, except that: a) the employee may schedule unused vacation days; and b) primary caregivers for newly adopted children may use the unused portion of his/her sick leave (up to 30 working days maximum pursuant to Section 10 of this Article). To qualify for such use of sick leave, a primary caregiver must certify that he or she is the parent who will be at home responsible for the daily care of an adopted child under the age of 12 and that there is no other parent available in the home for such care.

For the purpose of this section only, "employees" are defined to include employees who have worked for at least one year and have worked at least 1,250 hours during the twelve (12) months prior to the requested leave.

The provisions of Section 14, Paragraphs B and C above shall apply to this section for full-time employees only. The provisions of Section 14, Paragraph D shall apply to those employees as defined in this section.

Specific administration of this Section 15 will be in compliance with the Family and Medical Leave Act of 1993 (P.L. 103-3), as clarified by Regulations (interim and final) to be issued. The parties will meet to discuss the application of the Regulations to employees in the bargaining unit.

## 16. Unpaid Leaves of Absence

In addition to the provisions of Sections 14 and 15 above, unpaid leaves of absence for up to one year for good and sufficient reason in the opinion of the Employer (including family reasons) shall be granted upon written request and shall not be unreasonably denied to full-time employees with more than two years of full-time employment as a Globe employee. The Union will be so notified of any such approved request. In extraordinary circumstances, in the case of leaves for family reasons only, absences may be extended for an additional one year based on the needs of the newspaper.

An employee on leave of absence shall accrue length of service credits for the first six (6) months for all benefits, including pension, relating to or depending upon length of employment, provided the employee returns to work. After the first six (6) months of the leave, the employee shall accrue length of service credits for pension benefits only.

The Employer agrees to maintain all life insurance coverage during a leave of absence. The Employer will maintain all health insurance coverage for the first six (6) months, subject to any participation required by the Employer of the employee. After the six (6) months, the employee will be responsible for the entire health insurance contribution.

An employee who goes on a leave of absence will be returned to his/her former or equivalent position at the end of the leave with no loss of pay.

#### 17. Court Appearances

Exclusive of personal business, a bargaining unit employee who has been subpoenaed to appear in court shall be paid his/her regular straight-time wages.

#### 18. Sabbatical Leave

Sabbatical leaves for self improvement may be granted upon written request at the discretion of the Employer, who will coordinate the financial arrangements with the employee.

#### 19. Job Sharing

The Company will offer opportunities for job sharing, the pairing of two employees to share the work of one job for one year. The scheduling of hours, days, weeks and months will be determined by managers in consultation with participants.

It is ultimately the decision of the Globe as to whether and when an individual job-sharing arrangement may be established and how many such pairings may be in place at one time. For a proposal to be approved, it must not have an adverse impact on the operation of the paper and must not result in an increase in cost to the paper.

The program will be open only to full-time staff members with two or more years of service and each pairing arrangement will last one year. It is presumed that each pair of employees who seek to establish a job-sharing arrangement would be in the same job classification and same

department, but other proposals may be considered.

Except in an extreme emergency situation, participants will be expected to fulfill their commitment to complete a full year in the job-sharing arrangement. At the end of the year, all participants are guaranteed the right of their full-time jobs.

Participants will retain their full fringe benefits and remain on the full-time payroll but will receive pro-rated salary based on the hours worked.

Overtime will be paid on the basis of time beyond the regular workday as described elsewhere in this agreement. The number of paid vacation days will be half of what the normal entitlement would be; the number of paid holidays will be four (4), plus the birthday holiday, for a total of five (5) paid holidays.

Written proposals should be signed by both applicants and submitted to department heads with a copy to the BGEA office.

#### 20. Temporary Reduced Work Schedules (Medical)

The employer will reasonably accommodate requests from employees who are capable of returning to work on a reduced hours and/or work basis from worker compensation or long term disability leaves of absence. The employer will notify the Union in writing of all such requests, the expected return to work date (which shall not be sooner than fourteen (14) days thereafter), details of the reduced schedule, and the expected duration of the reduced schedule. The employer will request that the Union agree to the proposed reduced work schedule. Upon request by the Union, the parties shall meet to discuss the terms of the reduced work schedule. At the end of the fourteen (14) days, if the parties cannot reach agreement, the parties will retain their respective statutory and contractual rights.

### **ARTICLE VI WAGES**

The Globe proposes the following wage increases to change current rates contained in Article VI, with effective dates as noted, for a new three year labor agreement to replace the expired contract. Retroactivity for these increases from the contractual effective date up to the date of actual implementation is included in this proposal:

Effective January 1, 1998	.6133/hour or \$23.00/week
Effective January 1, 1999	.6133/hour or \$23.00/week
Effective January 1, 2000	.64/hour or \$24.00/week

The above hourly increases will be applied to the weighted averages of approximately 746 full time employees as of January 1, 1998 to determine the appropriate percentage increase for each year. The weighted average for the first year's increase (1998) is \$1022.63 which equates to a percentage increase of 2.249%. The weighted average for 1999 is \$1045.63, calculated after addition of the 1998 increase of \$23.00 per week, which yields a percentage increase of 2.200% based on the above proposal; the weighted average for 2000 would be \$1068.63 (after addition of the \$23.00/week increase from 1999), which yields a percentage increase of 2.245% based on the above proposal.

Under this proposal, top step reporters, for example would receive wage increases of \$26.52 per week, \$26.53 and \$27.66 per week for 1998, 1999 and 2000 respectively.

These percentage increases would be applied to all contract book rates for all bargaining unit employees pursuant to the parties' 1987 letter of agreement. It will not be applied to merit pay or other supplemental payments. It will be applied to "differential weekly merit" and "differential hourly merit" for all full time and part time employees whose names appear respectively on Exhibits B and C to the collective bargaining agreement.

Effective January 1, 2000 the Globe will recalculate the weighted average for the then full time employees to determine the appropriate percentage increase for 2000 based on the above negotiated wage increase of \$.64/hour or \$24.00/week. If that calculation (based on actual employment at that time) results in a percentage increase which is more than the current calculation of 2.245%, the higher percentage will be applied to all contract book rates. Otherwise the rate will remain at 2.245%. The Globe will share its calculations with the Union.

These percentage increases would be applied to all contract book rates for bargaining unit employees (part-time and full-time) pursuant to the parties' 1987 letter of agreement. It will not apply to merit shift differential or other supplemental payments. It will be applied to "differential weekly merit" for all employees whose names appear on Exhibit B and C.

Future merit adjustments will be administered solely by the Globe according to Article VI, Section 3.

These percentage increases would be applied to all contract book rates and grandfathered merit differential for bargaining unit employees (full and part-time) pursuant to the parties' 1987 letter of agreement. They will not apply to merit, shift differential or other supplemental payments.

## ARTICLE VI WAGES (Cont.)

### 1. Terms of Payment

Wages shall be paid weekly and during day working hours. Following ratification and signing of the current contract, all full time employees shall be converted from the current system by which they are paid currently (i.e. during the week in which the hours are worked) to a system in which they are paid in arrears (i.e. during the week following the one in which the hours were worked).

As part of this conversion, all current full-time employees (by name) will be carried on a prepaid wage accrual account. When each such named employee leaves the Globe, he/she will have his/her last paycheck adjusted by the prepaid accrual amount.

All new full-time employees hired after ratification and signing of the contract will be paid one week in arrears.

The Employer will institute the new schedule of wage rates starting the first financial week after the date of signing.

### 2. Wages

No employee within the classification set forth below shall receive a weekly wage less than that set forth in the following schedule.

### 3. No Reduction in Wages or Loss of Merit

There shall be no reduction in the pay of any employee covered by the terms of this agreement during the life hereof.

The provisions of this paragraph are subject to the following exceptions:

- a. The military leave provisions as set forth in Article V, Section 9.

- b. Employees who voluntarily apply and are accepted for a position which has a lower base pay may have their pay reduced to the appropriate scale in the new classification. If the Employer decides that an employee, who has voluntarily accepted such a lower base pay position, shall not have his/her pay so reduced, that difference in pay shall not be considered to be a merit increase for purposes of this contract.
- c. Employees who become incapacitated may continue in employment at a rate of pay mutually agreeable to the Employer and the employee.
- d. The trial period provisions as set forth in Article II, Section 7H.

Merit increases shall be determined by the Employer. Any employee may at any time send written communication to the head of his/her department, or to the Employer, requesting a joint hearing as to monies in excess of base pay. Merit shall be defined as pay granted by the Publisher in recognition of past performance, above the rates for any classification listed in Article VI.

No merit increase shall be lost or reduced by any increase or reduction in salary or classification.

#### 4. Length of Service Steps

The word "year" or "years" as used in this article in relation to step raises shall mean year or years of experience in work at the Globe.

In determining the initial pay of a newly-hired employee:

- a) credit for earlier employment at the Globe in the same classification will be granted;
- b) credit for experience at another organization will be given due consideration based on comparability of duties, comparability of employers and previous rate of pay.

In all cases, newly-hired employees shall not be paid less than contract rates for their job classifications.

## 5. Definitions

- A. The Article VI classification of Senior Clerk, existing in prior agreements, is not included in this agreement as a pay classification subsequent to May 8, 1993. Incumbent bargaining unit employees at the date of signing of this agreement will retain the title of Senior Clerk. All employees currently classified as "clerks" whose names appear on Exhibit B to the Supplemental Agreement shall advance to the Senior Clerk Classification when they would have reached that step under the previous contract. All part-time employees currently classified as part-time "clerks" whose names appear on Exhibit C to the Supplemental Agreement shall advance to "part-time Senior Clerk" when they would have reached that step under the previous contract so long as they retain their part-time status.
- B. Layout, Makeup, Slot includes Regular Layout, Regular Weekend News Editor, Regular Slot, Regular Sunday Slot and Makeup, Head of Night Sports Desk, Regular Departmental Layout Makeup Persons (Sunday Editorial Page, Financial, Living Arts).

## 6. Supplemental Payments

The following supplemental payments will be required in circumstances where an employee substitutes for an entire shift in the classifications indicated below unless inter-classification fill in pay (Article IV, Section 13) is higher:

- A. Editorial employees used as substitutes for regular makeup and regular layout; wire, Sunday, local and sports slot; photo editor; national/foreign editor; assistant metropolitan editor; chief photographer; assistant chief photographer; and assistant night editors, shall be paid \$10 per day or night extra.
- B. Chiefs of the following bureaus or teams shall be paid \$60 per week above scale: State House, City Hall, Spotlight Team, Washington and any bureau outside the continental USA. If and when any other chiefs of bureaus or teams are designated as such by the Employer, they will also be paid \$60 per week above scale.
- C. Artists used as substitutes for head or assistant head artist on any shift will be paid \$10 extra day or night.

- D. A student employee used as a reporter, photographer, or copy editor while on co-op term will be paid 80 percent of first year scale of the job they are performing per day or night. Students employed under this paragraph in these classifications will be limited to five, during each co-op term, with no more than three to be assigned in the entire Editorial Department, in any twenty-four hour period in all three classifications combined. Such students will be selected from those in their Junior or Senior year as a co-op student and will be limited by Article XV, Section 2, Section A4 (Student Employees).

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b><u>ACCOUNTING DEPARTMENT</u></b>					
<b>ASSISTANT CASHIER</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>ASSISTANT CREDIT MANAGER</b>					
January 1, 1998 - December 31, 1998	1,015.28				
January 1, 1999 - December 31, 1999	1,037.62				
January 1, 2000 - December 31, 2000	1,061.14				
<b>STAFF ACCOUNTANT</b>					
January 1, 1998 - December 31, 1998	886.01				
January 1, 1999 - December 31, 1999	905.50				
January 1, 2000 - December 31, 2000	926.03				
<b>ACCOUNTS PAYABLE/RECEIVABLE SUPERVISORS</b>					
<b>ADMINISTRATIVE ASSISTANT</b>					
<b>CREDIT SUPERVISOR</b>					
<b>MECHANICAL PAYROLL SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>ACCOUNTS PAYABLE/RECEIVABLE CLERKS</b>					
<b>ADVERTISING CONTRACT CLERKS</b>					
<b>CIRCULATION ACCOUNTING COORDINATOR</b>					
<b>CREDIT COORDINATOR</b>					
<b>PAYROLL CLERKS</b>					
<b>RECEIPTS CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b>STATISTICAL</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b>SENIOR STATISTICAL</b>					
January 1, 1998 - December 31, 1998	830.38	877.76			
January 1, 1999 - December 31, 1999	848.65	897.07			
January 1, 2000 - December 31, 2000	867.89	917.40			

**- LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>ADVERTISING DEPARTMENT</b>					
<b>OUTSIDE ADVERTISING SALESPERSON</b>					
January 1, 1998 - December 31, 1998	819.01	935.30	1,053.64	1,187.86	1,238.77
January 1, 1999 - December 31, 1999	837.03	955.88	1,076.82	1,213.99	1,266.02
January 1, 2000 - December 31, 2000	856.01	977.55	1,101.23	1,241.51	1,294.72
<b>SPECIAL INCENTIVE SALESPERSON</b>					
January 1, 1999 - December 31, 1999	500.00	530.00	565.00	600.00	
January 1, 2000 - December 31, 2000	511.33	542.01	577.81	613.60	
<b>ADVERTISING CONTROL UNIT SUPERVISOR SALES SUPPORT SUPERVISOR (NEW)</b>					
January 1, 1998 - December 31, 1998	690.18	792.43	894.68		
January 1, 1999 - December 31, 1999	705.36	809.86	914.36		
January 1, 2000 - December 31, 2000	721.35	828.22	935.09		
<b>ADVERTISING CONTROL UNIT SUPERVISOR SALES SUPPORT SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	979.32	1,094.63			
January 1, 1999 - December 31, 1999	1,000.87	1,118.71			
January 1, 2000 - December 31, 2000	1,023.55	1,144.07			
<b>PUBLICATION DESIGN AND LAYOUT</b>					
January 1, 1998 - December 31, 1998	630.55	729.17	839.99	994.27	1,088.02
January 1, 1999 - December 31, 1999	644.42	745.21	858.47	1,016.14	1,111.96
January 1, 2000 - December 31, 2000	659.03	762.10	877.93	1,039.18	1,137.16
<b>ADVERTISING CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b>INSIDE TELEPHONE ADVERTISING SALES SUPERVISORS</b>					
January 1, 1998 - December 31, 1998	1,094.63				
January 1, 1999 - December 31, 1999	1,118.71				
January 1, 2000 - December 31, 2000	1,144.07				
<b>INSIDE TELEPHONE ADVERTISING SALES DEPARTMENTAL SUPERVISOR- TRAINING/COMMUNICATIONS</b>					
January 1, 1998 - December 31, 1998	1,145.75				
January 1, 1999 - December 31, 1999	1,170.96				
January 1, 2000 - December 31, 2000	1,197.50				

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>INSIDE TELEPHONE ADVERTISING SALESPERSON</b>					
January 1, 1998 - December 31, 1998	684.32	758.73	857.91	982.88	
January 1, 1999 - December 31, 1999	699.38	775.42	876.78	1,004.50	
January 1, 2000 - December 31, 2000	715.23	793.00	896.66	1,027.27	

**INSIDE TELEPHONE ADVERTISING SALESPERSON  
(NEW HIRES)**

January 1, 1998 - December 31, 1998	562.37	587.93	613.49	639.06	
January 1, 1999 - December 31, 1999	574.74	600.87	626.99	653.12	
January 1, 2000 - December 31, 2000	587.77	614.49	641.20	667.92	

**OUTBOUND TELEPHONE ADVERTISING SALESPERSON**

1997 rate will be frozen until new hire rate is same

January 1, 1998 - December 31, 1998	669.27	742.04	839.04	961.26	
January 1, 1999 - December 31, 1999	669.27	742.04	839.04	961.26	
January 1, 2000 - December 31, 2000	669.27	742.04	839.04	961.26	

**OUTBOUND TELEPHONE ADVERTISING SALESPERSON  
(NEW HIRES)**

January 1, 1998 - December 31, 1998	484.26	504.44	524.62	544.79	
January 1, 1999 - December 31, 1999	494.92	515.53	536.16	556.78	
January 1, 2000 - December 31, 2000	506.13	527.22	548.32	569.40	

**SPECIAL PROJECTS SALESPERSON**

January 1, 1998 - December 31, 1998	484.26	504.44	524.62	544.79	
January 1, 1999 - December 31, 1999	494.92	515.53	536.16	556.78	
January 1, 2000 - December 31, 2000	506.13	527.22	548.32	569.40	

**SALES COORDINATOR**

January 1, 1998 - December 31, 1998	511.16	570.36	634.92	699.48	
January 1, 1999 - December 31, 1999	522.41	582.90	648.88	714.86	
January 1, 2000 - December 31, 2000	534.25	596.12	663.59	731.07	

**PRODUCTION COORDINATOR**

**PRODUCTION ASSISTANT**

January 1, 1998 - December 31, 1998	511.16	570.36	634.92	699.48	
January 1, 1999 - December 31, 1999	522.41	582.90	648.88	714.86	
January 1, 2000 - December 31, 2000	534.25	596.12	663.59	731.07	

**ARTISTS**

**HEADS OF ART PRODUCTION**

January 1, 1998 - December 31, 1998	1,232.82	1,318.16			
January 1, 1999 - December 31, 1999	1,259.94	1,347.16			
January 1, 2000 - December 31, 2000	1,288.50	1,377.70			

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>ADVERTISING/PROMOTION ARTISTS</b>					
<b>COMMERCIAL ARTISTS</b>					
<b>EDITORIAL DESIGNERS</b>					
January 1, 1998 - December 31, 1998	719.06	839.13	1,000.73	1,111.15	1,205.70
January 1, 1999 - December 31, 1999	734.88	857.59	1,022.75	1,135.60	1,232.23
January 1, 2000 - December 31, 2000	751.53	877.03	1,045.93	1,161.34	1,260.16

**EDITORIAL DESIGN SUPERVISORS**

**DESIGN SUPERVISORS**

January 1, 1998 - December 31, 1998	1,148.18	1,244.05
January 1, 1999 - December 31, 1999	1,173.44	1,271.42
January 1, 2000 - December 31, 2000	1,200.05	1,300.24

**DESIGN & SUPPLEMENT COORDINATORS**

January 1, 1998 - December 31, 1998	729.17	839.99	994.27	1,094.63
January 1, 1999 - December 31, 1999	745.21	858.47	1,016.14	1,118.71
January 1, 2000 - December 31, 2000	762.10	877.93	1,039.18	1,144.07

**BUILDING/ADMINISTRATIVE SERVICES DEPT.**

**FOREMEN: BUILDING AND MAINTENANCE (Not Shift Foreman)**

January 1, 1998 - December 31, 1998	660.14
January 1, 1999 - December 31, 1999	674.66
January 1, 2000 - December 31, 2000	689.96

**FOREMEN: PROTECTIVE SERVICES (Not Shift Foreman)**

January 1, 1998 - December 31, 1998	674.93
January 1, 1999 - December 31, 1999	689.77
January 1, 2000 - December 31, 2000	705.41

**ASSISTANT FOREMAN: BUILDING AND MAINTENANCE**

January 1, 1998 - December 31, 1998	616.40
January 1, 1999 - December 31, 1999	629.96
January 1, 2000 - December 31, 2000	644.24

**ASSISTANT FOREMAN: PROTECTIVE SERVICES**

January 1, 1998 - December 31, 1998	631.17
January 1, 1999 - December 31, 1999	645.06
January 1, 2000 - December 31, 2000	659.68

**CUSTODIAN AND RECEIVER**

January 1, 1998 - December 31, 1998	398.92	487.56	576.20
January 1, 1999 - December 31, 1999	407.70	498.29	588.88
January 1, 2000 - December 31, 2000	416.94	509.59	602.23

## LENGTH OF SERVICE IN YEARS

	1	2	3	4	5
<b>PROTECTIVE SERVICES</b>					
January 1, 1998 - December 31, 1998	407.78	490.52	590.98		
January 1, 1999 - December 31, 1999	416.75	501.31	603.98		
January 1, 2000 - December 31, 2000	426.20	512.67	617.67		
<b>HEAD OF TOUR GUIDES AND MESSENGERS, DISPLAY DESK, INTOWN, CIRCULATION AND CLASSIFIED</b>					
January 1, 1998 - December 31, 1998	575.34	590.71			
January 1, 1999 - December 31, 1999	588.00	603.71			
January 1, 2000 - December 31, 2000	601.33	617.39			
<b>TOUR GUIDES</b>					
January 1, 1998 - December 31, 1998	532.92	565.99			
January 1, 1999 - December 31, 1999	544.65	578.44			
January 1, 2000 - December 31, 2000	556.99	591.55			
<b>BUYER, POST OFFICE SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>ASSISTANT BUYER</b>					
January 1, 1998 - December 31, 1998	584.13	678.63	774.74	830.28	879.87
January 1, 1999 - December 31, 1999	596.98	693.56	791.78	848.55	899.23
January 1, 2000 - December 31, 2000	610.51	709.28	809.73	867.78	919.61
<b>DRAFTSMAN, HEAD OF STOCK ROOM, POST OFFICE CLERKS, PURCHASING CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b>AUTO COURIERS</b>					
January 1, 1998 - December 31, 1998	354.59	384.14	413.69		
January 1, 1999 - December 31, 1999	362.39	392.59	422.79		
January 1, 2000 - December 31, 2000	370.61	401.49	432.37		
<b>OFFICE MESSENGERS AND ADVERTISING MESSENGERS, STOCK ROOM</b>					
January 1, 1998 - December 31, 1998	354.59	384.14	413.69		
January 1, 1999 - December 31, 1999	362.39	392.59	422.79		
January 1, 2000 - December 31, 2000	370.61	401.49	432.37		
<b><u>CIRCULATION DEPARTMENT</u></b>					
<b>OUTSIDE CIRCULATION SALES</b>					
January 1, 1998 - December 31, 1998	818.71	969.34	1,013.30	1,123.05	1,198.43
January 1, 1999 - December 31, 1999	836.72	990.67	1,035.59	1,147.76	1,224.80
January 1, 2000 - December 31, 2000	855.69	1,013.12	1,059.07	1,173.78	1,252.56

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>CIRCULATION AUDITING HEAD</b>					
January 1, 1998 - December 31, 1998	1,009.33				
January 1, 1999 - December 31, 1999	1,031.54				
January 1, 2000 - December 31, 2000	1,054.92				
<b>SUBSCRIPTION SERVICES HEAD</b>					
January 1, 1998 - December 31, 1998	846.01				
January 1, 1999 - December 31, 1999	864.62				
January 1, 2000 - December 31, 2000	884.22				
<b>BAR CODE SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>SINGLE COPY SALES SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	713.77	861.22	930.64	969.99	1,008.86
January 1, 1999 - December 31, 1999	729.47	880.17	951.11	991.32	1,031.06
January 1, 2000 - December 31, 2000	746.01	900.12	972.67	1,013.80	1,054.43
<b>RETURN ROOM SUPERVISOR</b>					
<b>ROUTE CASHIERS</b>					
<b>CAMPUS SALES SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>ASSISTANT ROUTE CASHIERS</b>					
<b>CIRCULATION CLERKS</b>					
<b>HOME DELIVERY CLERKS</b>					
<b>SUBSCRIPTION CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b>RETURNS PROCESSOR</b>					
January 1, 1998 - December 31, 1998	359.70	404.59	444.36		
January 1, 1999 - December 31, 1999	367.62	413.49	454.14		
January 1, 2000 - December 31, 2000	375.95	422.86	464.43		
<b>CLERKS</b>					
<b>GENERAL CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	

## LENGTH OF SERVICE IN YEARS

	1	2	3	4	5
<b><u>EDITORIAL DEPARTMENT</u></b>					
<b>HEAD EDITORIAL MAKEUP</b>					
January 1, 1998 - December 31, 1998	1,237.45	1,338.60			
January 1, 1999 - December 31, 1999	1,264.67	1,368.05			
January 1, 2000 - December 31, 2000	1,293.34	1,399.06			
<b>LAYOUT, MAKEUP, SLOT EDITOR</b>					
January 1, 1998 - December 31, 1998	1,206.36	1,336.26			
January 1, 1999 - December 31, 1999	1,232.90	1,365.66			
January 1, 2000 - December 31, 2000	1,260.85	1,396.62			
<b>COPY EDITORS</b>					
January 1, 1998 - December 31, 1998	731.74	940.52	1,019.90	1,130.33	1,250.01
January 1, 1999 - December 31, 1999	747.84	961.21	1,042.34	1,155.20	1,277.51
January 1, 2000 - December 31, 2000	764.80	983.00	1,065.97	1,181.39	1,306.47
<b>REPORTERS</b>					
<b>PHOTOGRAPHERS</b>					
January 1, 1998 - December 31, 1998	719.06	839.13	1,000.73	1,111.15	1,205.70
January 1, 1999 - December 31, 1999	734.88	857.59	1,022.75	1,135.60	1,232.23
January 1, 2000 - December 31, 2000	751.53	877.03	1,045.93	1,161.34	1,260.16
<b>SPECIALISTS</b>					
January 1, 1998 - December 31, 1998	1,177.28	1,281.08			
January 1, 1999 - December 31, 1999	1,203.19	1,309.26			
January 1, 2000 - December 31, 2000	1,230.46	1,338.94			
<b>COLUMNISTS-EDITORIAL WRITERS</b>					
January 1, 1998 - December 31, 1998	1,227.53	1,322.08			
January 1, 1999 - December 31, 1999	1,254.54	1,351.17			
January 1, 2000 - December 31, 2000	1,282.97	1,381.79			
<b>ASK THE GLOBE EDITOR</b>					
<b>CARTOONISTS</b>					
January 1, 1998 - December 31, 1998	1,232.82	1,327.37			
January 1, 1999 - December 31, 1999	1,259.94	1,356.57			
January 1, 2000 - December 31, 2000	1,288.50	1,387.32			
<b>BOOK EDITOR</b>					
January 1, 1998 - December 31, 1998	1,233.48	1,328.03			
January 1, 1999 - December 31, 1999	1,260.62	1,357.25			
January 1, 2000 - December 31, 2000	1,289.19	1,388.01			

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>PHOTO EDITOR</b>					
January 1, 1998 - December 31, 1998	1,146.86	1,275.80			
January 1, 1999 - December 31, 1999	1,172.09	1,303.87			
January 1, 2000 - December 31, 2000	1,198.66	1,333.43			
<b>CALENDAR EDITOR</b>					
January 1, 1998 - December 31, 1998	951.66	1,056.14	1,177.28	1,311.50	
January 1, 1999 - December 31, 1999	972.60	1,079.38	1,203.19	1,340.35	
January 1, 2000 - December 31, 2000	994.65	1,103.84	1,230.46	1,370.73	
<b>SPORTS PLUS EDITOR</b>					
<b>TRAVEL EDITOR</b>					
January 1, 1998 - December 31, 1998	951.66	1,056.14	1,177.28	1,281.08	
January 1, 1999 - December 31, 1999	972.60	1,079.38	1,203.19	1,309.26	
January 1, 2000 - December 31, 2000	994.65	1,103.84	1,230.46	1,338.94	
<b>SPECIAL SECTIONS EDITOR</b>					
January 1, 1998 - December 31, 1998	1,177.28	1,281.08			
January 1, 1999 - December 31, 1999	1,203.19	1,309.26			
January 1, 2000 - December 31, 2000	1,230.46	1,338.94			
<b>ASSISTANT NIGHT EDITOR</b>					
January 1, 1998 - December 31, 1998	1,233.48	1,361.82			
January 1, 1999 - December 31, 1999	1,260.62	1,391.78			
January 1, 2000 - December 31, 2000	1,289.19	1,423.33			
<b>ASSISTANT: BUSINESS EDITOR</b>					
<b>LIVING/ARTS EDITOR</b>					
<b>MAGAZINE EDITOR</b>					
<b>METROPOLITAN EDITOR</b>					
<b>NATIONAL/FOREIGN EDITOR</b>					
<b>SPORTS EDITOR</b>					
<b>CHIEF EDITORIAL WRITER</b>					
January 1, 1998 - December 31, 1998	1,233.48	1,361.82			
January 1, 1999 - December 31, 1999	1,260.62	1,391.78			
January 1, 2000 - December 31, 2000	1,289.19	1,423.33			
<b>SPORTS DESK STATISTICIAN</b>					
January 1, 1998 - December 31, 1998	720.66	929.42	1,031.00		
January 1, 1999 - December 31, 1999	736.52	949.87	1,053.68		
January 1, 2000 - December 31, 2000	753.21	971.40	1,077.56		

## LENGTH OF SERVICE IN YEARS

1                      2                      3                      4                      5

### ASSISTANT: BOOK EDITOR

#### SUNDAY EDITOR

January 1, 1998 - December 31, 1998      1,119.09    1,232.15

January 1, 1999 - December 31, 1999      1,143.71    1,259.26

January 1, 2000 - December 31, 2000      1,169.64    1,287.81

### PRODUCTION EDITOR:

#### METROPOLITAN, NATIONAL/FOREIGN, SPORTS, BUSINESS, LIVING/ARTS, ZONES

January 1, 1998 - December 31, 1998      1,233.48    1,361.82

January 1, 1999 - December 31, 1999      1,260.62    1,391.78

January 1, 2000 - December 31, 2000      1,289.19    1,423.33

### ASSISTANT SYSTEMS EDITOR

January 1, 1998 - December 31, 1998      1,188.51    1,301.58

January 1, 1999 - December 31, 1999      1,214.66    1,330.21

January 1, 2000 - December 31, 2000      1,242.19    1,360.37

### ASSISTANT CHIEF PHOTOGRAPHER

January 1, 1998 - December 31, 1998      1,161.41    1,263.88

January 1, 1999 - December 31, 1999      1,186.96    1,291.68

January 1, 2000 - December 31, 2000      1,213.86    1,320.97

### SYSTEM ASSISTANT

January 1, 1998 - December 31, 1998      610.62      713.77      861.22      930.64      957.10

January 1, 1999 - December 31, 1999      624.05      729.47      880.17      951.11      978.16

January 1, 2000 - December 31, 2000      638.20      746.01      900.12      972.67      1,000.33

### CHIEF IMAGING TECHNICIAN

January 1, 1998 - December 31, 1998      990.36      1,025.92

January 1, 1999 - December 31, 1999      1,012.15    1,048.49

January 1, 2000 - December 31, 2000      1,035.10    1,072.25

### IMAGING TECHNICIAN

January 1, 1998 - December 31, 1998      707.48      713.77      861.22      930.64      968.19

January 1, 1999 - December 31, 1999      723.05      729.47      880.17      951.11      989.49

January 1, 2000 - December 31, 2000      739.44      746.01      900.12      972.67      1,011.92

### RESEARCH ASSISTANT/EDITORIAL

January 1, 1998 - December 31, 1998      610.62      713.77      861.22      930.64

January 1, 1999 - December 31, 1999      624.05      729.47      880.17      951.11

January 1, 2000 - December 31, 2000      638.20      746.01      900.12      972.67

### RESEARCH EDITOR

January 1, 1998 - December 31, 1998      1,175.03

January 1, 1999 - December 31, 1999      1,200.88

January 1, 2000 - December 31, 2000      1,228.10

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b>LIVING PAGE ASSISTANT</b>					
January 1, 1998 - December 31, 1998	588.67	744.54	830.80		
January 1, 1999 - December 31, 1999	601.62	760.92	849.08		
January 1, 2000 - December 31, 2000	615.26	778.17	868.33		
<b>CITY ROOM CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	
<b><u>INFORMATION SERVICES</u></b>					
<b>SENIOR SYSTEMS ANALYST</b>					
January 1, 1998 - December 31, 1998	1,098.92	1,125.35			
January 1, 1999 - December 31, 1999	1,123.10	1,150.11			
January 1, 2000 - December 31, 2000	1,148.56	1,176.18			
<b>SYSTEMS ANALYST</b>					
January 1, 1998 - December 31, 1998	1,046.02	1,079.07			
January 1, 1999 - December 31, 1999	1,069.03	1,102.81			
January 1, 2000 - December 31, 2000	1,093.26	1,127.18			
<b>PROGRAMMER/ANALYST</b>					
January 1, 1998 - December 31, 1998	768.31	839.72	899.24	964.03	1,016.92
January 1, 1999 - December 31, 1999	785.21	858.19	919.02	985.24	1,039.29
January 1, 2000 - December 31, 2000	803.01	877.65	939.86	1,007.58	1,062.85
<b>OPERATIONS SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	953.12				
January 1, 1999 - December 31, 1999	974.09				
January 1, 2000 - December 31, 2000	996.17				
<b>DATA ENTRY SUPERVISOR</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>DATA ENTRY OPERATORS</b>					
<b>DATA PROCESSING CLERKS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	

## LENGTH OF SERVICE IN YEARS

	1	2	3	4	5
<b>SENIOR COMPUTER OPERATOR — BUSINESS SYSTEMS AND PUBLISHING SYSTEMS</b>					
January 1, 1998 - December 31, 1998	650.09	709.19			
January 1, 1999 - December 31, 1999	664.39	724.79			
January 1, 2000 - December 31, 2000	679.45	741.22			

<b>COMPUTER OPERATOR — BUSINESS SYSTEMS AND PUBLISHING SYSTEMS</b>					
January 1, 1998 - December 31, 1998	472.79	531.89	590.98		
January 1, 1999 - December 31, 1999	483.19	543.59	603.98		
January 1, 2000 - December 31, 2000	494.14	555.91	617.67		

<b>COMMUNICATIONS ADMINISTRATOR</b>					
January 1, 1998 - December 31, 1998	760.18				
January 1, 1999 - December 31, 1999	776.90				
January 1, 2000 - December 31, 2000	794.52				

<b>TELEPHONE OPERATORS</b>					
January 1, 1998 - December 31, 1998	390.05	460.97	531.89		
January 1, 1999 - December 31, 1999	398.63	471.11	543.59		
January 1, 2000 - December 31, 2000	407.67	481.79	555.91		

### LIBRARY DEPARTMENT

<b>ASSISTANT LIBRARIANS</b>					
January 1, 1998 - December 31, 1998	1,119.09				
January 1, 1999 - December 31, 1999	1,143.71				
January 1, 2000 - December 31, 2000	1,169.64				

<b>LIBRARY - DATA BASE MANAGERS</b>					
January 1, 1998 - December 31, 1998	817.59	857.90	943.23	1,015.28	
January 1, 1999 - December 31, 1999	835.58	876.77	963.98	1,037.62	
January 1, 2000 - December 31, 2000	854.52	896.65	985.83	1,060.14	

<b>LIBRARY ASSOCIATES</b>					
January 1, 1998 - December 31, 1998	726.55	818.38	897.12	956.42	
January 1, 1999 - December 31, 1999	742.53	836.38	916.86	977.46	
January 1, 2000 - December 31, 2000	759.37	855.34	937.64	999.62	

<b>LIBRARY ASSISTANTS</b>					
January 1, 1998 - December 31, 1998	641.70	677.41			
January 1, 1999 - December 31, 1999	655.82	692.31			
January 1, 2000 - December 31, 2000	670.69	708.01			

**LENGTH OF SERVICE IN YEARS**

	1	2	3	4	5
<b><u>MEDICAL DEPARTMENT</u></b>					
<b>NURSES</b>					
January 1, 1998 - December 31, 1998	989.49				
January 1, 1999 - December 31, 1999	1,011.26				
January 1, 2000 - December 31, 2000	1,034.19				
<b>LABORATORY TECHNICIANS</b>					
January 1, 1998 - December 31, 1998	824.20				
January 1, 1999 - December 31, 1999	842.33				
January 1, 2000 - December 31, 2000	861.43				
<b><u>PROMOTION/MARKETING RESEARCH</u></b>					
<b>ASSOCIATES: COMMUNITY RELATIONS, MARKETING RESEARCH, PUBLIC AFFAIRS, SALES PROMOTION</b>					
January 1, 1998 - December 31, 1998	732.40	838.06	940.06	1,013.78	1,117.10
January 1, 1999 - December 31, 1999	748.51	856.50	960.74	1,036.08	1,141.68
January 1, 2000 - December 31, 2000	765.48	875.92	982.52	1,059.57	1,167.56
<b>ASSISTANTS: MARKETING RESEARCH, PUBLIC RELATIONS, PUBLIC AFFAIRS, SALES PROMOTION ASSISTANT TO COMMUNITY RELATIONS</b>					
January 1, 1998 - December 31, 1998	610.62	713.77	861.22	930.64	
January 1, 1999 - December 31, 1999	624.05	729.47	880.17	951.11	
January 1, 2000 - December 31, 2000	638.20	746.01	900.12	972.67	
<b>MERCHANDISERS</b>					
January 1, 1998 - December 31, 1998	413.69	472.79	531.89	590.98	
January 1, 1999 - December 31, 1999	422.79	483.19	543.59	603.98	
January 1, 2000 - December 31, 2000	432.37	494.14	555.91	617.67	

**LENGTH OF SERVICE IN YEARS**

1                      2                      3                      4                      5

**SECRETARIES**

EXECUTIVE SECRETARIES (SUBJECT TO EXCLUSION OF UP TO 14 AS EXEMPT) TO:  
 PUBLISHER, PRESIDENT, VICE PRESIDENTS, ADVERTISING DIRECTOR, CIRCULATION  
 DIRECTOR, CONTROLLER, PROMOTION DIRECTOR, DIRECTOR OF INFORMATION  
 SERVICES, EDITOR, EXECUTIVE EDITOR, ASSISTANT EXECUTIVE EDITORS,  
 EDITORIAL PAGE EDITOR, MANAGING EDITORS

January 1, 1998 - December 31, 1998	650.09	709.19
January 1, 1999 - December 31, 1999	664.39	724.79
January 1, 2000 - December 31, 2000	679.45	741.22

**SECRETARIES**

January 1, 1998 - December 31, 1998	472.79	531.89	590.98
January 1, 1999 - December 31, 1999	483.19	543.59	603.98
January 1, 2000 - December 31, 2000	494.14	555.91	617.67

**STUDENTS/COOPS**

STUDENT EMPLOYEES (OTHER THAN INTERNS)

January 1, 1998 - December 31, 1998	416.03	556.74
January 1, 1999 - December 31, 1999	425.18	568.98
January 1, 2000 - December 31, 2000	434.82	581.88

## ARTICLE VIA FRINGE BENEFITS

### 1. Meal Allowance

Any bargaining unit employee on post-shift or pre-shift overtime (whether or not such shift is a regularly scheduled shift) during meal time outside of his/her regular office - but without lodging - shall receive a meal allowance of \$20 per meal.

### 2. Shift Differentials

Effective upon ratification and signing of this agreement, bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive eight dollars and fifty cents (\$8.50) per day (or ten dollars and sixty-two cents (\$10.62) per day for approved four-day work week employees) above the scale of their classification. Employees whose starting time is between 1 p.m. and 9 p.m. shall receive six dollars and fifty cents (\$6.50) per day (or eight dollars and twelve cents (\$8.12) per day for approved four-day work week employees) above the scale of their classification.

Effective September 1, 1999 bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive nine dollars (\$9.00) per day (or eleven dollars and twenty-five cents (\$11.25) per day for approved four-day work week employees) above the scale of their classification. Employees whose starting time is between 1 p.m. and 9 p.m. shall receive seven dollars (\$7.00) per day (or eight dollars and seventy-five cents (\$8.75) per day for approved four-day work week employees) above the scale of their classification.

Effective January 1, 2000 bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive nine dollars and fifty cents (\$9.50) per day (or eleven dollars and eighty-seven cents (\$11.87) per day for approved four-day work week employees) above the scale of their classification. Employees whose starting time is between 1 p.m. and 9 p.m. shall receive seven dollars and fifty cents (\$7.50) per day (or nine dollars and thirty-seven cents (\$9.37) per day for approved four-day work week employees) above the scale of their classification.

Effective July 1, 2000 bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive ten dollars (\$10.00) per day (or twelve dollars and fifty cents (\$12.50) per day for approved four-day work week employees) above the scale of their classification.

Employees whose starting time is between 1 p.m. and 9 p.m. shall receive eight dollars (\$8.00) per day (or ten dollars (\$10.00) per day for approved four-day work week employees) above the scale of their classification.

Effective January 1, 2001 bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive eleven dollars (\$11.00) per day (or thirteen dollars and seventy-five cents (\$13.75) per day for approved four-day work week employees) above the scale of their classification. Employees whose starting time is between 1 p.m. and 9 p.m. shall receive nine dollars (\$9.00) per day (or eleven dollars and twenty-five cents (\$11.25) per day for approved four-day work week employees) above the scale of their classification.

Effective January 1, 2002 bargaining unit employees whose starting time is after 9 p.m. and before 5 a.m. shall receive twelve dollars (\$12.00) per day (or fifteen dollars (\$15.00) per day for approved four-day work week employees) above the scale of their classification. Employees whose starting time is between 1 p.m. and 9 p.m. shall receive ten dollars (\$10.00) per day (or twelve dollars and fifty cents (\$12.50) per day for approved four-day work week employees) above the scale of their classification.

As a result of these increases both parties agree that the subject of night/lobster shift differential will not be subject to re-negotiation in negotiations for the successor contract to the 1998-2000 collective bargaining agreement.

### 3. Road Per Diem

All sports and national/foreign writers on out-of-town assignments will be paid a differential of twenty dollars (\$20) per 24-hour period away from the office.

### 4. Expense Reimbursements

The Employer shall reimburse the employees for all legitimate expenses incurred in the service of the Employer in accordance with the current company policy, a copy of which is available in the payroll office.

The Employer shall compensate the employee for automobiles only on office assignment at the current IRS approved rate per mile with a minimum of twenty (20) cents per mile up to a maximum of forty (40) cents

per mile when such use of the automobile is authorized by the Employer. In recognition of the additional depreciation generated by constant business use, all employees who are required by the Employer to have an automobile for their business use will be paid a depreciation allowance of six (6) cents per mile in addition to their regular mileage allowance. This payment will be made on an annual basis during January of each year, based on approved mileage from the prior year.

Expense vouchers should be submitted to department heads weekly before 11 a.m. on the Monday after the expenses have been incurred, unless circumstances make it impossible. In such cases, such vouchers shall be submitted within thirty (30) calendar days.

#### 5. Tuition Reimbursement

The Employer encourages the improvement of professional skills through academic achievement. Any employee who has completed six (6) months employment who wishes to take courses related to the work he/she is doing or who is enrolled in an undergraduate degree-granting program in an accredited academic institution or who is enrolled in a graduate degree granting program in an accredited academic institution where such degree is related to the work he/she is doing and who has approval of his/her department head may apply for scholarship aid from the Employer, and such applications will not be unreasonably denied. Final approval will be in the sole discretion of the Employer. The Employer will pay 75% up to \$2600 for tuition, academic fees and books. The Employer will reimburse the employee fifty (50) percent of the cost upon presentation of a valid receipt. The Employer will reimburse the employee the remaining fifty (50) percent upon proof of completion of the course.

Should an employee's scholarship aid application not be approved in whole or in part, the Personnel Director will meet with the employee and inform him/her (in writing upon request) of the reasons for that determination. At the employee's request, a Union representative may be present at such a meeting.

When the Employer requires that a course or courses be taken to assist employees with advancement, the Employer will pay all expenses in advance.

## 6. Resignation Bonus

An employee who is eligible for a Resignation Bonus pursuant to the terms of Article VIA, Section 6 of the 1991-1994 collective bargaining agreement will be entitled to such bonus based on accrued service as of March 31, 1996 at the time of his/her resignation or retirement. Thereafter, current eligible employees shall not accrue any additional weeks of entitlement. Employees with less than ten (10) years of service as of March 31, 1996 shall be eligible for such frozen accrued Resignation Bonus based on one (1) week for each year of service up to nine (9) years. Such frozen accrued service resignation bonus, when it is paid, shall be paid at the then current weekly rate of eligible employees. Employee's hired after January 1, 1995 shall not be entitled to any resignation bonus. This provision is not subject to renegotiation in successor collective bargaining negotiations.

The Resignation Bonus schedule for eligible employees (i.e. those hired before January 1, 1995) is shown in exhibit D.

### 6A. 401(a) and (k) Plans

- 1) In exchange for the elimination of the resignation bonus as described above, effective April 1, 1996 the employer will make contributions on an annual basis on behalf of bargaining unit employees who are eligible for and contribute to the 401(k) Boston Globe Employees Association/Boston Globe Employee Savings Plan, an amount equal to \$.25 per \$1.00 of employee contributions, with a maximum matching contribution of one per cent (1%) of each eligible employees total salary. The company match is capped at \$1500.00 per year.
- 2) Effective January 1, 2000, the employer will make an additional one percent (1%) 401(k) contribution match. This new 401(k) one percent (1%) match will be added to the original one percent (1%) match in paragraph one (1) above pursuant to the following formula: the Globe will contribute up to two percent (2%) of the employees salary based upon the employee contributing up to a total of six percent (6%) of his/her salary into the 401(k) plan. By this new formula, the Globe will contribute an amount equal to \$.50 per \$1.50 of employee contributions up to the match cap. Regardless of salary, the company match will be capped at \$3000.00 per year. This match cap is based on two (2) percent of salary up to a maximum eligible salary of \$150,000 per year.

For example, if an employee who earns \$50,000 annually contributes six percent (6%) of his/her compensation in a given year, or \$3000.00, he will receive a company match of \$1000.00 to be added to the \$3000.00 in his 401(k) plan. The \$1000.00 company match represents one-third of the first six percent (6%) of the employee's total salary.

- 3) Beginning January 1, 1997 in addition to the 401(k) Match implemented April 1, 1996 the Globe will offer a 1% 401(a) contribution (up to a maximum of \$1500 each yearly) for all full-time employees and part-time employees who have 1000 hours of service in the year prior to the first contribution on their behalf, and who in succeeding years have no less than 500 hours of service. The additional 1% 401(a) contribution is offered in exchange for modifying the contractual requirement that the Globe must make defined shift contributions to the BGEA pension plan, except as may be required by Article IX, Section 5(D).

The Globe agrees that if in the future the parties in collective bargaining agree to a level of pension benefits which is less than that currently provided under the BGEA Retirement Plan or if there are changes in applicable pension laws that significantly limit pension benefits to less than those currently provided in the BGEA Retirement Plan that the difference between the cost to the Globe of the 1% 401(a) contribution (plus 401(a) administrative costs) and the \$38.10 weekly contribution previously required under the 1991-1994 contract will be available to the BGEA for other benefit purposes in a proportionate amount to the actuarially determined reduced need for contributions based on the changes at that future time in the BGEA Retirement Plan.

## 7. Severance Pay

An employee laid off under the terms of Article III, Section 1, is entitled to receive severance pay in accordance with the schedule set forth in that article. However, an employee discharged for gross neglect of duty, for serious misconduct, or for non-compliance with Article X, Section 4 (Union Shop) shall not be entitled to any severance pay or resignation bonus but shall be entitled to receive written notice of the reason for his/her discharge if the employee so requests under provisions of Article III, Section 3 (Discharge and Disciplinary Procedures).

## 7A. "Week's Earnings" Term of Service

The term "week's earnings" used in the foregoing schedule shall be the highest regular weekly wage received by an employee during the six (6) months immediately preceding his/her termination of employment.

Leaves of absence shall not be treated as termination of employment in the matter of computing severance pay. But such leaves of absence periods, if more than one year in duration each, shall not be considered as part of the employee's term of service except employees referred to in Article V, Section 9 (Military Service) or as provided in Article V, Section 16 (Unpaid Leaves of Absence).

## 8. Life Insurance/Health Insurance/Long-Term Disability

### 8A. Basic Group Life Insurance Benefits

	<b>Life Ins.</b>	<b>Acc. D &amp; D</b>
All active employees	\$20,000	\$10,000
Retired employees	\$ 5,000	

\* Retired employees to be self-insured by Globe Newspaper Company

### 8B. Years Service Group Life Insurance Benefits

All active employees      One (1) day's pay at current rates for each month of service as a regular employee up to a maximum of twenty-five (25) years' service

#### Examples:

1. An employee earning \$500 per week with 15 years service will receive 180 days pay or \$18,000.
2. An employee earning \$500 per week with 20 years service will receive 240 days pay or \$24,000.

In addition, employees will be offered the option of purchasing supplemental life insurance at their own expense, at group rates, with a value up to five (5) times salary. All employees will be able to purchase up to two (2) times salary, or \$100,000 (whichever is less) regardless of health condition.

#### 8C. Business Travel/Accident Life Insurance

An employee, traveling on business for the Employer, who is killed as the result of an accident while traveling will receive a death benefit of \$300,000.

#### 8D. Pension Plan Insurance

Regular employees with five or more years of accrual service will be eligible for a death benefit under the BGEA Pension Plan. A description of the benefit is found in the Summary Plan Document.

#### 8E. Health Insurance

1. The Employer will offer a plan qualified as a health insurance premium deduction plan under Section 125 of the Internal Revenue Code of 1986, as amended (the "Globe/BGEA Health Premium Plan" and "Tax Code," respectively). The purpose of the Globe/BGEA Health Premium Plan will be to enable participants to elect annually to contribute their portion of their health insurance premiums so such payments are excludable from the participants' gross income under Section 125 of the Tax Code. Contributions made by participants under the Globe/BGEA Health Premium Plan will not affect participants' overtime pay and will not affect the computation of participants' gross salary for the purpose of computing life insurance, disability or pension benefits. Bargaining unit employees may, in the alternative, elect after-tax salary deductions.
2. Pursuant to Section 302©(5) of the Taft-Hartley Act, the parties have established a jointly administered trust fund as a voluntary employees' beneficiary association under Section 501©(9) of the Tax Code to provide covered employees and their dependents with health care benefits ("The Globe/BGEA Taft-Hartley Fund") under the following general terms and conditions. The establishment of this jointly administered trust fund and the provisions in this Section 8E supersede the terms of the parties' 1990 BGEA Cost Containment Memorandum of Agreement for the BGEA Health Plan so that agreement is null and void.
  - a) The Globe will have prepared for the Union's review and approval all the necessary legal documentation required for implementation and will absorb all initial legal and other costs associated with the start-up of such Globe/BGEA Taft-Hartley Fund:

- b) Both the Globe and the Union will appoint three (3) trustees each to be responsible for the administration of the Globe/BGEA Taft-Hartley Fund;
- c) The Globe will provide the Globe/BGEA Taft-Hartley Fund with a fund administrator through the Globe's Benefits Department, at no cost to the Fund. In the alternative, the trustees may hire an outside administrator, in which case, the Fund shall be responsible for all costs associated with and paid to the outside administrator.
- d) The Globe contributions to the Globe/BGEA Taft-Hartley Fund will be:
  - 1) those provided for under the parties' prior collective bargaining agreements which include:
    - a) \$3.00 per straight-time shift worked by all full-time BGEA employees;
    - b) \$3.00 per straight-time shift worked by all part-time BGEA employees but in no case less than \$13,333.33 per month;
    - c) \$19,102 per month;
    - d) \$225,000 annually from the 1984 wage freeze (pro-rated monthly) and
    - e) \$100,000 annually (pro-rated monthly) from the student employee/messenger wage rate;
  - 2) those provided for in Sections III(A) and (B) of the Supplemental Agreement to the current agreement;
  - 3) the actual annual savings to the Globe in FICA and other tax contributions generated by employee pre-tax health insurance premium contributions (currently estimated at approximately \$98,000 annually to be paid monthly) and
  - 4) In addition to the existing quid quo payments to the parties' jointly trustee Taft Hartley Health Fund, subject to the attached side letter, the Globe will pay into the Fund for 1999 \$220,000 in twelve equal monthly payments (of \$18,333.33

each) commencing with payments effective May 1, 1999 and ending April 1, 2000. An additional \$235,000 will be paid into the fund in twelve equal monthly payments (of \$19,583.33 each) commencing March 1, 2000 and ending February 1, 2001.

- 5) any additional subsequently negotiated contributions.

The Globe agrees to contribute a single lump sum payment of \$98,000 pursuant to d) 4) above for plan year May 1, 1993 through April 30, 1994 to be paid immediately upon the establishment of the Taft Hartley trust rather than pay it pro-rated monthly for this plan year only. Thereafter, the contribution in d) 3) above will be based on the Globe's actual annual FICA savings, pro-rated monthly.

In addition, in order to make the transition into a Taft-Hartley fund, the Globe agrees that effective upon establishment of the Taft-Hartley trust that instead of monthly quid pro quo payments, it will pay the following three (3) months annualized quid pro quo payments specified in Section III(A) of the Supplemental Agreement immediately into the fund in a lump sum payment of \$262,500 (\$87,500 x 3 months) rather than pay these monthly. This is in addition to all other specified up front first year lump sum payments. If after the first three (3) months of the fund's existence, the fund has a balance of less than One Hundred Thousand Dollars, the Globe will again pay an additional lump sum of three (3) months annualized quid pro quo payments (\$262,500) into the fund rather than pay these monthly. Thereafter, all Globe contributions will be on a monthly basis.

[For example, if the fund is established effective January 1, 1994, the Globe will on that date pay \$262,500 into the fund (its contributions for January, February and March). On March 31, if the fund's balance is less than \$100,000, the Globe will again pay \$262,500 into the fund (its contributions for April, May and June). Beginning July 1, 1994, the Globe will pay \$96,667 (which includes \$17,333 from the pension fund diversion) monthly into the fund.]

It is understood and agreed that all monies paid directly by the Globe under this Section into the parties' Taft Hartley Trust Fund (excluding the \$17,333 per month pension fund diversion) will be credited as employer contributions for the purpose of any such employer contributions required under national health insurance legislation except as modified by the December 15, 1993 side letter re: national health insurance legislation attached to this agreement.

- e) The Globe/BGEA Taft-Hartley Fund will receive bargaining unit employee contributions through payroll

deductions as established from time to time by the fund trustees. It is agreed that these bargaining unit employee contributions will always be established at levels sufficient, together with the contractually negotiated employer contributions, to maintain adequate actual funds to pay for the level of benefits and any appropriate reserves as determined by the trustees.

- f) The Globe/BGEA Taft-Hartley Fund trustees will be responsible for matters including, but not limited to, establishing the appropriate level and kind of benefits to be offered and the determination of the necessary premiums to be contributed by participating bargaining unit employees. They will also be responsible for recommending changes in health insurance carriers. However, any change made in health insurance carriers, as recommended by the trustees, must be approved by the BGEA membership and the Globe. Any dispute between the trustees and the BGEA or the Globe shall be resolved pursuant to the arbitration provisions in Section (g) below.
  - g) Any disputes arising under the Globe/BGEA Taft-Hartley Fund will be subject to arbitration. If the trustees cannot agree upon an arbitrator, the arbitration will then be conducted pursuant to the Voluntary Rules of Labor Arbitration of the American Arbitration Association.
3. For all employees hired after August 1, 1990, the Employer reserves the right to terminate, amend or modify its current policy of providing lifetime company-paid health insurance to employees who retire within three (3) years of their normal retirement date or thereafter.
  4. Spousal equivalents will be covered under the Taft-Hartley Health Fund for the purpose of all health and dental insurance benefits. The trustees of the Health Fund will determine specific provisions for eligibility, coverage and implementation of benefits.

#### 8F. Long-Term Disability Benefits

The monthly "LTD" plan provides 60% of monthly pay up to a maximum benefit of \$2,500 per month. Employees on long-term disability will receive an annual increase in their benefit amount of 3%. The elimination (waiting) period is 45 calendar days. Effective date of sign-

ing, pursuant to Section III D of the Supplemental Agreement, LTD will be increased to a maximum of \$5,000 per month.

9. Benefit Review

The Benefits Department will provide each employee with information concerning the benefits on an annual basis.

10. Financial Planning

Upon notification by a full-time employee that he/she will retire within two years, the company will provide financial counseling services to the employee.

11. In-house Photographers/Darkroom Technicians

If an in-house photographer/darkroom technician is assigned to take a picture off-premises of the Globe, he/she will be paid as a photographer according to provisions of Article IV, Section 13 (Inter-classification Fill In).

12. Photo Use

A. The Company reserves the right to use Globe photographs in present or future business undertakings by the Globe, Affiliated Publications or present and future subsidiaries of either, involving the syndication, barter or sale of those photographs without further remuneration to its photographers.

B. The above paragraph notwithstanding, the Company will continue its historical practice that when a copy of a Globe photograph is sold outside the Globe but not involving a business undertaking as outlined in Paragraph "A" above, 80 percent of the fee will go to the photographer who took it, 5 percent to the in-house photographer/darkroom technician who printed it and 15 percent to the Employer.

C. Effective April 4, 1999, the payment practice described in paragraph B above will be eliminated and instead the following one-time salary adjustments will be made: seventy-five per cent (75%) of the average of the payments made under paragraph B to each full time and regular part time photographer and full time and regular part time technician for the two highest years among 1995, 1996, and 1997 or a minimum of \$500 for each full time and regu-

lar part time technician and \$2000 for each full time and regular part time photographer will be added to their salary( for 1999 the amount will be prorated from April 4,1999). This calculation will be made separately for each full time and regular part time photographer/technician. This salary adjustment will be made only to those named full time and regular part time photographers and technicians employed as of December 31, 1997 and will be maintained as part of salary for as long as each of those employees remain in a Photo Department bargaining unit position. All photographers and technicians hired after that date shall not be eligible for these additional payments.

### 13. Expense Allowances

Reporters, photographers and advertising and circulation salespeople who use their automobiles regularly must have business insurance for which they shall be reimbursed a minimum of \$200 within fourteen (14) days of submitting their insurance bill to the payroll department.

### 14. Dependent Care Before-Tax Salary Reduction Plan

The Employer agrees to continue to provide a plan qualified as a dependent care assistance plan under Section 129 of the Internal Revenue Code of 1986, as amended. Payments made to or on behalf of participants under the Plan will not affect participants' regular rate of pay for the purpose of computing overtime pay and will not affect the computation of participants' gross salary for the purpose of computing life insurance, disability or pension benefits. It will be the responsibility of participants to comply with applicable federal and state regulations and Plan provisions.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

### 1. Outside Activities

Any employee shall be free to engage in any paid or unpaid activities outside of working hours that:

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

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

If the Employer objects to an activity, the employee and a Union representative may meet with the Publisher or his/her designee to resolve the matter. If the issue remains unresolved, the Union may submit a grievance to expedited arbitration as provided in Article XI (Grievance and Arbitration).

## 2. Dangerous Conditions

No bargaining unit employee covered by the terms of this agreement shall be required to perform work under conditions which clearly represent a threat to his/her life or safety, including, but not limited to riots and civil disorders. Bargaining unit employee must notify their appropriate supervisor as soon as practical when, in the employee's judgment, such conditions exist. Any bargaining unit employee who exercises his/her rights under this provision shall not be discriminated against or penalized in any way, and provided, further, any bargaining unit employee who elects to perform his/her duties in dangerous conditions, notwithstanding this provision, shall be fully protected and insured under all related Employer travel and accident plans, and it shall not be construed as a waiver of any legal rights or benefits. In addition, the employee will be protected against any personal loss resulting from such dangerous conditions as long as he/she has complied with the stated company policy attached to this agreement concerning such matters.

No bargaining unit employee will be required to travel by air on private unscheduled aircraft when an employee has a personal negative attitude to that type of flying.

## 3. Legal Assistance

When a request is made by a federal, state, county or municipal court, grand jury, agency, department, commission or legislative body for the production or disclosure of confidential information of confidential news sources utilized by any reporter, photographer, editor, writer, correspondent or any other person employed by, and directly engaged in the gathering of news for the Employer, and when such employee has notified the Employer of such request the Employer will arrange for immediate legal representation at its expense for the employee. The choice of

representation shall be mutually agreed upon by the Employer and the employee.

An employee so represented shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action.

#### 4. Use of Employee's Name

A bargaining unit employee whose name is used in a letter to the editor, ombudsman article, paid political ad or any story relating to the employee's Globe duties in which his/her name is used by another writer appearing in the Globe, will be notified in advance of publication. Any bargaining unit employee whose by-line is used on a story whose content has been substantially altered will also be notified in advance of publication and will have the option of deleting his/her by-line, upon specific request.

#### 5. Transfer to Another City/Country

No employee shall be transferred to regular full-time employment in another city outside the Boston metropolitan area (thirty [30] mile radius of State House) from the employer's Boston location only without his/her consent. In the event of such transfer, the employee shall be reimbursed for legitimate transportation and moving expenses for himself/herself and family. Employees may be transferred to Boston without his/her consent. The employer will confer with an employee prior to making such change. In the event of such transfer, the employee shall be reimbursed for legitimate transportation and moving expenses for himself/herself and family.

In addition, it is the intent of this agreement to provide employees transferred to another city, including locations outside of the United States, with supplementary payments or to make other arrangements in order to adjust his/her salary and/or benefits to reflect circumstances different from those in effect in Boston, including difference in the cost of living. Such payments or other arrangements are intended to insure that the employee is made whole by maintaining the employee's effective total compensation comparable to that in Boston.

A copy of the company policy relating to the above is available in the personnel department. Benefits itemized in the company policy at the time of the employee's assignment abroad will not be reduced during

his/her term abroad. The Union will be advised of any revision in the company policy.

6. Personnel Files/Access

The personnel director will maintain confidential personnel files for bargaining unit employees which will include, where applicable, written employee evaluations, written warnings, employment application, resume, written recommendations and any other material pertinent to the employee's work performance. This will be the only official personnel file maintained and only the employee and his/her department head will have access to it. The contents of his/her file will be made available to each employee within a reasonable period of time upon request. The employee may submit for inclusion in his/her file any response or comment to documents included therein at any time.

7. Employee Performance Evaluation

Every employee covered by this contract will be reviewed on or about the anniversary date of his/her employment by his/her department head or supervisor relative to work performance, and will be informed in writing, with signature and copy provided to employee, and the Union president, by his/her department head or supervisor in a personal interview of his/her current status.

The employer and the Union will agree to a basic performance evaluation review format covering all employees; however, a joint Globe-BGEA committee will develop proposed individual departmental formats. Each department will have one representative each (Company and Union) to the Joint Committee. After 60 days if the Committee cannot agree on the individual format, the Globe may then implement the proposed format. The BGEA retains the right to grieve any such new evaluation format based on whether the criteria used are fair and reasonable. The Article XI, Section 2(D) sixty (60) day filing period for grievances will be extended to allow the Union to timely file a grievance relative to the implementation of a new evaluation format provided the grievance is filed within six (6) months of the implementation.

8. One Year Internship Evaluation

The Employer and the Union agree that a one year internship program will be maintained. Written evaluations will be prepared and discussed on a regular basis with each intern, (30 days, 60 days, 90 days, 6 months,

10 months) during his/her term as an intern. Copies of such written evaluations will be provided to the employee and the Union and included in the intern's personnel file.

9. Reporter/Photographer

No reporter shall be allowed to act as a photographer and no photographer shall be allowed to act as a reporter except in cases of extraordinary circumstances or foreign assignments. In such cases additional compensation will be paid for services rendered by the bargaining unit employee which are outside of his/her normal work.

10. Photography Work

All photography work must be routed through the director of photography or his/her assistants and in all cases, when possible, he/she will assign the work to Globe photographers.

11. Free Lance Photography

Free lance photography shall be used with discretion.

12. Free Lance Work for the Globe

Articles, book reviews, travel pieces, food pieces, photographs and art work, prepared without assignment on the bargaining unit employee's own initiative and off-duty time may be purchased at rates mutually agreeable to the editor and the bargaining unit employee. Any member of the Union is free to submit travel pieces and photos which may be purchased together or separately at mutually agreed rates by the travel section.

13. Stock Purchase Plan

If an employee stock purchase plan is offered, the Employer agrees that payment may be made by payroll deduction.

14. Bonding

The Employer will provide appropriate bonding for any bargaining unit employee required to handle money.

## 15. Outside Sales of Original Material

The Company will establish with the Union a mutually agreeable system for notifying employees whenever their work is sold or traded.

## 16. Sales Commission Plans

The advertising director will maintain commission/incentive plans for all the advertising departments for the life of this agreement.

If advertising is sold by Globe employees in combination with the Globe and another medium, the employee shall receive in addition to his/her salary, a mutually agreeable commission on the proceeds of the outside sale.

The circulation director shall maintain commission/ incentive plans for the sales staff for the life of this agreement.

Bargaining unit employees covered by commission/incentive plans will be notified one week in advance of a new category of commissions and two weeks before a commission plan is eliminated.

## 17. Editorial/Flexible Assignments

Bargaining unit employees classified as either "Layout/Make-up/Slot" or "Copy Editor" may be transferred from their customary desk assignment to another desk either during a shift or for an entire shift, as determined by the employer to meet its needs. In cases of such transfer, employees will only be assigned to work consistent with their respective classifications. Such transfers, where possible, will be done by volunteers first and then by inverse bargaining unit seniority, subject to the needs of the newspaper for special knowledge or expertise for employees classified as Layout/Makeup/Slot only, as determined by the editor or his representative. The employer will exercise its discretion in a reasonable manner. No employee shall have his/her shift or days off changed as a result of such transfers.

## ARTICLE VIII TECHNOLOGICAL CHANGES IN THE WORKPLACE

### 1. Access to Information

The Employer shall promptly respond to Union inquiries in writing regarding the Employer's plan for change that could affect bargaining unit employees' conditions of work.

### 2. Technology/Prior Notification

The Employer shall formally notify the Union at least thirty (30) days prior to changes in, modifications of, or introduction of new technological processes, equipment, systems or methods, which are designed as a substitute for any process, system, method or equipment being performed or operated by employees covered by this agreement, and which if implemented, would significantly alter employee functions and jobs.

The Employer's notification shall include but not be limited to the following information: the nature of the change; which and how many bargaining unit employees will be affected, and how it will specifically affect these positions; when the proposed change will take place; where the equipment/system will be located; and why the change is necessary. If the proposed new process significantly alters the nature of an existing job, the Union and the Employer will determine if a new job has been created and governed by Article II, Section 4 (New Job Categories), with the exception that the posting provision will not apply.

### 3. Jurisdiction

- A. Once in place, any new process which replaces or changes a process being performed by this bargaining unit will be operated by members of this bargaining unit.
- B. Work traditionally performed by BGEA employees shall not be performed by other Globe bargaining units, or any outside entity except as specified in Paragraph C, or Paragraph D below.
- C. The Employer shall not be limited in its present or future relationship with its customers or vendors, including their use of computer hardware or software, for: transmission of news, advertising or circulation material; or provision of non-permanent services by vendors for product development, installation or repair or other business purposes. Vendors shall include companies, freelancers

(as defined in Article XV (part-time employees), consultants and other persons or entities that are paid by the company for services rendered.

D.

- 1) The Employer shall have the right to contract out non-editorial business functions provided that no full-time employee may be laid off as a direct result of such subcontracting.
- 2) The Employer shall notify the Union at least sixty (60) days in advance of the effective date of such subcontracting.
- 3) Any full-time employee who is impacted by the subcontracting provisions in this Paragraph D herein will be afforded the benefits of Section 4 of this Article, as modified this date.

4. Job Security and Retraining

No employee will be dismissed or suffer a pay reduction as a result of installation of a new process or subcontracting.

If a job position or job classification is to be eliminated or altered as a result of a new process or subcontracting, the parties shall facilitate the appropriate redeployment of employees involved.

When an employee is displaced as a result of the installation of a new process or subcontracting, the Employer shall institute at his expense a training program to address the career development needs of employees displaced within the bargaining unit, in consultation with the Joint Technology Committee. The training program shall prepare displaced employees for existing jobs or jobs in new and developing technologies. The employee will be paid his/her regular salary during this training period which shall be on company time. All displaced employees shall be eligible for such training if necessary, for a suitable job in the bargaining unit. Every effort will be made to assist the applicant in investigating other available potential jobs.

If full-time employees are displaced as a result of the installation of a new process or subcontracting, and the Employer determines that they have to be moved into another classification and/or area, due consideration will be given to the bargaining unit seniority of those displaced employees when determining preference for available job opportunities, provided that the senior employee(s) has satisfactory skills for the new job after adequate training.

These conditions shall apply to all full-time employees.

5. Joint Technology Committee

The Employer and the Union will maintain a Joint Technology Committee. The committee will be composed of three members chosen by the Union and three by the Employer. A committee meeting shall be held on Company time upon the request of either party. Either party may put items on the agenda. The committee will meet at least quarterly. This committee will be responsible for investigating and making recommendations on such issues as, but not limited to, job security, nature of work to be performed, working conditions, hours, number of bargaining unit employees affected, and/or any health or safety hazards involved.

6. Arbitration

If, within thirty days of notification under Section 2, the matter referenced in the notification is not resolved in any negotiation between the Employer and the Union, the matter may be forwarded to the Joint Technology Committee for further discussion. If the matter remains unresolved, either party may refer the unresolved issue to arbitration. Such arbitration shall not apply to the Employer's decision to introduce and implement the new technology, process or method of operation.

7. Review/New Technology

At the request of either side of the Joint Technology Committee, talks will take place to discuss any unforeseen problems which might arise in the actual operation of the new technology.

8. Speed and Accuracy Standards

The Employer shall not impose unreasonable standards of speed and accuracy in the use of current, new or modified equipment, machines, apparatus or processes.

## ARTICLE IX RETIREMENT

### I. Agreement

Under an agreement between the Globe Newspaper Company and The Boston Globe Employees Association, a retirement plan became effective January 1, 1954 and has been amended, most currently effective July 1, 1987. A "plain English" booklet on the BGEA Retirement Plan is available in the Personnel office.

The Employer recognizes that the authority under the BGEA Retirement Plan for the Globe Newspaper Company president to terminate the Plan is substantially restricted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In particular, the Employer recognizes that under ERISA a single employer defined benefit plan such as the Plan may only be terminated (1) at the initiative of the Pension Benefit Guaranty Corporation (PBGC), (2) if the Plan has sufficient assets to pay all benefit commitments or (3) if the PBGC determines that the contributing employer must be allowed to terminate the Plan on account of or in order to avoid severe financial distress (such as bankruptcy).

The Employer agrees that during the term of this agreement, it will not amend, modify or terminate the retirement plan or merge or consolidate the retirement plan or merge or consolidate the retirement plan with any other retirement plan, without prior negotiation with the Union, and in any event will not implement any amendment, modification, termination, merger or consolidation (1) without such authorization from PBGC as may be required, and (2) that would result in a violation of the Employer's obligations under ERISA.

Any employee who has vested benefits in the Plan will have those benefits secured regardless of any event that may occur during the term of this contract.

The Employer recognizes its obligation under ERISA to ensure that the Plan has sufficient assets to pay all vested benefits. The Employer recognizes that this statutory obligation survives the expiration of this contract and that relief from this obligation is provided by ERISA only in certain narrow circumstances and only after review by PBGC or a court of competent jurisdiction.

At the request of the Union Administrative Trustees, the Employer will review with all the Administrative Trustees the performance of the Plan's various investment managers. Quarterly, the Employer will provide all the Administrative Trustees with performance evaluation data concerning the Plan's various investment managers. Although the provisions of the Agreement of Master Trust and Boston Globe Employees' Association Retirement Plan provide that decisions on selection (and changes) of investment managers shall be made solely by the Employer (or the Employer's designees), the Employer when notified of any changes in or additions of investment managers of the Plan, will timely so notify the Union and the Union Administrative Trustees. The parties acknowledge that for investment management purposes only, the Plan's assets may be co-mingled with the pension plan assets of the New York Times Company. This does not constitute a merger or consolidation of the Plan with any other plan as referenced above.

## 2. Joint Administrative Trustees

In the event that matters to be decided by the Administrative Trustees under the terms of the Plan result in a tie vote, then the matter will be referred to an impartial arbitrator mutually agreeable to the parties. The company and that Administrative Trustees agree to abide by the arbitrator's decision.

The Pension Trustees agree to rotate chairmanship of Administrative Trustees biennially between Union and Management.

## 3. Benefit Changes

- a. The maximum pension benefit is based on 55 percent of straight-time salary averaged over 104 consecutive weeks of highest compensation with a cap of \$55,000 on that average. The maximum salary for purposes of determining the death benefit under the pension plan is \$55,000, averaged over 104 consecutive weeks of highest compensation.
- b. Effective with the ratification and signing of this agreement the maximum pension benefit is based on 55 percent of straight-time salary averaged over 104 consecutive weeks of highest compensation with a cap of \$65,000 on that average. The maximum salary for purposes of determining the death benefit under the pension plan is \$65,000, averaged over 104 consecutive weeks of highest compensation.

- c. Effective with the ratification and signing of this agreement, commissions will be included for purpose of pension calculations for the following categories of employees only to a maximum combined salary and commission of \$54,000: Outbound Telephone Advertising Salespersons, Inside Telephone Advertising Salespersons, Special Projects Group and Special Incentive Salespersons.

#### 4. 401 (K) Plan

The Employer offers and administers a 401 (K) Plan for all members of the Union.

#### 5. Contributions

The Globe (the "company") will contribute to the BGEA Retirement Plan (the "Plan") for each plan year an amount determined under the following formula. For purposes of the formula, the formula terms shall be defined as follows:

- A= the maximum tax deductible contribution for a given plan year under applicable provisions of the Internal Revenue Code of 1986, as amended;
- B= the contribution determined by the funding policy then in effect for the plan;
- C= the minimum contribution required to avoid a funding deficiency as provided in applicable provisions of the Internal Revenue Code of 1986, as amended; and
- D= the 1991-1994 collective bargaining agreement (Globe/BGEA) reference in Article IX, Section 5 to total shift contributions for \$7.62 for each contributable full-time shift worked (up to five shifts per week for a total of \$38.10 per week) in a plan year minus the total dollar value of the 1% 401(a) contribution for the entire bargaining unit for the same year (and minus the 401a administrative cost as referenced in the attached side letter).

The company shall, from time to time, designate an actuarial consultant ("actuary"), and the actuary's calculations of the above terms A, B, and C shall be conclusive. The funding policy of the plan shall continue to be established by the Company or by persons expressly designated by the Company to do this, acting with the advice of the actuary. This funding policy may be changed from time to time by the company. The parties agree that the Plan

is and shall remain a defined benefit plan and is subject to minimum funding requirements for such plans in any plan year.

The contribution formula shall be as follows:

- I. If one or more of A, B, and C is less than D, then the plan shall be funded at no less than B; and
- II. If either B or C is greater than D, then for purposes of the collective bargaining agreement only no less than D shall be contributed to the Plan.
- III. If both part I and II of this formula apply, then for purposes of the collective bargaining agreement only the provisions of part II of the formula control application.

Example #1

A= \$8.9 million

B= \$2.5 million

C= \$0

D= \$1.0 million (approximately)

Since one of A, B, or C is less than D, part I of the formula applies. Therefore, the contractually required funding is B or \$2.5 million. In this example, however, both part I and II apply, therefore part II of the formula controls. Therefore, the required contribution is D or \$1.0 million. This is an example which reflects the 1995 actuarial evaluation of the Plan.

Example #2

A= \$8.9 million

B= \$2.5 million

C= \$1.5 million

D= \$1.0 million (approximately)

Since neither B nor C is less than D, part II of the formula applies. In this case, the minimum contractually required funding is D, which is \$1.0 million. This is an example showing what would happen if the minimum funding requirement changed.

Example #3

A=\$2 million

B=\$.5 million

C=\$0

D=\$1.0 million (approximately)

Since both B and C are less than D, Part I of the formula applies and therefore the plan shall be funded at no less than B or \$.5 million. This is an example of the operation of the formula after the plan has become almost fully funded.

## ARTICLE X UNION SECURITY

### 1. Sole Bargaining Agent

- A. The Union shall be the sole bargaining agent in matters of wages and hours and conditions of work for all employees in this bargaining unit.
- B. The Union and its officers will organize and operate according to all provisions of applicable laws. The Employer further agrees that the spirit as well as the letter of this provision and Article II, Section 3A (Discrimination), is to be observed so that the relationship between the parties may develop constructively.

### 2. Union Shop

All present bargaining unit employees who are members of the Union on the effective date of the execution of this agreement, shall remain members of the Union in good standing as a condition of employment. All bargaining unit employees covered by this agreement who are hired on or after its effective date shall become and remain members in good standing in the Union as a condition of employment on the thirty-first day following the beginning of such employment. A bargaining unit employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such bargaining unit employee on the same basis as all other members and, further, that the bargaining unit employee has had notice and opportunity to make all dues payments to the Union. The Union shall admit to membership any bargaining unit employee applying for it, upon payment of Union dues. The Employer agrees that he will not pay the Union dues for any bargaining unit employee.

### 3. Dues Checkoff

Upon receipt of a bargaining unit employee's authorization, the Employer shall deduct all dues and assessments lawfully levied by the Union from the salary of each bargaining unit employee once a week and forward these deducted amounts to the Union. Union dues as decided by the Union, shall be paid by all bargaining unit employees covered by this agreement. The following form shall be used to initiate dues checkoff:

**BOSTON GLOBE EMPLOYEES ASSOCIATION  
DUES DEDUCTION AUTHORIZATION**

Date \_\_\_\_\_

---

TO:           The Globe Newspaper Company

---

I hereby authorize the Globe Newspaper Company to deduct on my behalf and pay to the order of the BOSTON GLOBE EMPLOYEES ASSOCIATION an amount equal to the Union's regular dues, as determined by the BGEA.

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Dept. \_\_\_\_\_ Employee No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone No. \_\_\_\_\_ Dept. Phone \_\_\_\_\_  
Social Security Number \_\_\_\_\_

4. Checkoff on Renewal of Employment

Bargaining unit employees, rehired or returning to work after an absence, or Exemptions to Article VI, who previously have properly executed an authorization for deductions form, will have deductions made beginning their first week on the payroll.

5. Information to the Union

A. Original Data

The Employer shall forward to the Union in writing, as well as on a computer diskette in an electronic format mutually agreed upon, the following information on all employees in the bargaining unit: name, address, telephone number, birth date, sex, race, social security number, salary, job title, department, geographic location of workplace, employment date, regular schedule of work, whether full-time, part-time or temporary and if temporary the reason for such a designation. The presentation schedule of this information shall be upon written request of the Union president to the Globe Newspaper Company treasurer. The Employer shall present the Union with the updated information and current salary data. This information can be requested twice a

year, on dates selected by the Union. The Employer has thirty (30) days to prepare said information.

In addition, the names of all new bargaining unit employees shall be forwarded to the Union weekly, including the above data.

#### B. Changes in Status

Changes in bargaining unit employee status shall be promptly forwarded to the Union on a weekly basis in writing by name, effective date and type of change, salary before and after a salary change, and the reason for a change.

The Union will also be notified in writing prior to the hiring of new employees. The Employer will give the Union written notice of the hiring and termination of all part-time employees covered by this Agreement.

#### C. Other Data

Requests by the Union for specific records on vacations, holidays, overtime, sick time (including disability), leaves, tuition reimbursement and outside activities shall be granted.

#### D. Exempt Employees

The Employer agrees to inform the Union of changes of status of an employee entering or being promoted out of the bargaining unit prior to the person assuming his/her new position.

Further, the Employer agrees to give the Union three (3) business days notice prior to the creation of new exempt jobs and changes in existing exempt job titles. If the Union disagrees that a new job should be exempt, it may grieve through the Grievance and Arbitration procedure. In reviewing the Employer's designation of a new exempt job, the arbitrator shall consider, but is not limited to, criteria under the National Labor Relations Act and past practice of the parties.

### 6. Union Business/Time Off

The Union president (or his/her designee) shall be scheduled three (3) days of his/her regular working time off per week at the Union's expense to pursue his/her duties other than those provided for in Article XI (Grievance and Arbitration). The same rights shall apply (for one

day only per week) to the Grievance Chairperson (or selected designee) and to the Union Treasurer (for fifteen (15) days per year). The Globe and the Union may mutually agree to change the Union president's time off arrangement as it relates to those days off.

If necessary, the president (or his/her designee) may take additional time off at the Union's expense upon mutual agreement of the Employer. The Employer will also consider timely requests for employees delegated to attend outside conferences and special meetings (not in conjunction with the Employer). All such requests shall be made to the Vice President Employee Relations or his/her designee who will consider such requests based on the needs of the department involved, and such requests shall not be unreasonably denied, provided they are timely made.

Employees either scheduled or allowed time off at the Union's expense under this Agreement, including time spent in collective bargaining negotiations, shall be paid directly by the Union for those Union days off. Any Globe employee who is paid by the Union under this section will receive full service credit for all benefit purposes.

#### 7. Office Space

The Employer will provide space within the Morrissey Boulevard plant for the union's use for representation of bargaining unit employees and meetings of contractual committees with management (including preparation for, caucusing during and post-meeting review) only.

#### 8. Bulletin Boards

The Employer shall provide locked bulletin boards suitably placed for the exclusive use of the Union in or near all departments covered by this agreement. The Union shall notify the Employee Relations Department in writing when it decides that additional or new bulletin boards are needed. Such Union requests shall not be unreasonably denied.

#### 9. Strikes/Picket Lines

During the term of this Agreement, the parties agree there shall be no strikes, sympathy strikes, picketing, work stoppage or concerted economic activity of any kind against the Employer and that the Union waives its right to respect any picket line or work stoppage established by any other Union against the Employer. During the term of this Agreement, the Employer agrees that it shall not lock-out the Union.

**ARTICLE XI  
GRIEVANCE AND ARBITRATION**

**1. Right to Grieve**

- A. All full-time employees have the right to grieve any part of this agreement. All part-time employees have the right to grieve any part of this Agreement that is expressly applicable to them.
- B. The Union may grieve any part of this agreement in place of an employee.

**2. Union Delegate/Executive Committee**

- A. In the event of complaint(s) by one or more employee(s) regarding the interpretation and/or application of any part of this agreement, the employee(s) will inform the Union delegate, who will handle the initial phase of the complaint in the grievance process.
- B. Such complaints by any employee(s) should, whenever practicable, be heard, discussed, and adjusted by the delegate, the employee, and the section head and/or department head within seven (7) calendar days of the complaint; and/or may be discussed by a representative of the Executive Committee and a representative from the Employee Relations Department. However, this is not a mandatory step.
- C. If the grievant and delegate believe that the complaint remains unresolved, the complaint will be referred to the grievance chairperson, who will determine whether a formal written grievance will be filed.
- D. Except for good cause shown, all written grievances must be filed within sixty (60) calendar days after the occurrence of the event giving rise to the grievance or the date on which the Union knew, or reasonably should have known, of the existence of the events giving rise to the grievance or it will not be considered in the grievance procedure. In no event, in cases involving backpay due to a grievant(s), shall the Globe's liability extend beyond thirty (30) days prior to the date the grievance was filed, unless otherwise agreed to.

### 3. Grievance Procedure

- A. The grievance chairperson will forward a copy of the formal grievance form to the department head and Employee Relations. Employee Relations will then contact the grievance chairperson to set up a conference to discuss the grievance. The conference must be held within fourteen (14) calendar days of the date the grievance was filed.
- B. The conference may include the Union President and/or the Grievance Chairperson, the appropriate Union delegate and the grievant and such exempt Employer representatives the Employer determines are necessary to the conference.
- C. If the parties do not resolve the grievance in the meeting and if both parties agree, an additional meeting(s) may be held. Employee Relations will provide a written response specifying the reasons for the denial of the grievance within fourteen (14) calendar days of the final meeting.
- D. Resolution of a grievance during the grievance procedure shall be final and binding only as to that grievance upon the Union, the Employer and the grievant.
- E. The Union shall advise the Company within thirty (30) days after the written response by the Company whether it intends to refer the matter to arbitration or it deems the grievance resolved.
- F. Either party may request additional meeting(s), both before and after a grievance is submitted to arbitration, to attempt to settle the grievance. Agreement to hold additional meeting(s) will not constitute an extension of any time limits contained in this provision, unless agreed to in writing by both parties.
- G. If a grievant decides to appeal an Executive Committee's decision not to take his/her case to arbitration as provided for in the Union's by-laws, the Union shall so notify the Employer in writing. That notice shall constitute an automatic extension of the contractual 30-day time limit on grievances until the appeal process is completed. The Union shall notify the Employer in writing when the appeal process is completed. In no event shall this be for more than thirty (30) additional days unless agreed to by both parties.

- H. The above time frames may be extended in writing by mutual agreement of the parties involved. Except for good cause shown, failure by either party to comply with the contractual time limits set forth in this Article, without a written extension, will result in the resolution of the grievance against the party who fails to comply. However, any such resolution resulting from failure to comply with contractual time limits will be limited to that grievance only and will set no binding precedent.
- I. Arbitration will be initiated by filing with the opposite party and the American Arbitration Association a request for arbitration. The notice shall be filed within thirty (30) days after denial of the grievance under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association (which provide for a written decision within thirty (30) days) shall apply to the proceeding.

The decision of the arbitrator will be accepted as final by the parties to the dispute, and both will abide by it.

Cost of arbitration shall be borne on a 50%/50% basis by the parties.

#### 4. Investigation Rights

The delegate and grievance chairperson and/or a designated member of the executive committee may use regular working hours with pay to investigate a grievance and perform the duties outlined in the grievance and arbitration procedures without being subject to disciplinary action.

#### 5. Attendance at Meetings/Hearings

- A. Bargaining unit employees, including union representatives, attending grievance or other duly scheduled meetings with the Company pursuant to this Article shall be on regular working time with pay, provided that the Union timely notify the Employee Relations Department that the bargaining unit employee will need such time off.
- B. In addition to the Union President and the Grievance Chairperson, the Employer shall also pay for no more than two (2) Union representatives for attendance at arbitration hearings or hearings conducted by outside entities, provided that the Union timely notify

the Employee Relations Department that the Union representative will need such time off.

- C. The Employer shall also pay Union witnesses at arbitration hearings or hearings conducted by outside entities for time missed from work for time reasonably scheduled for testifying at the hearing, provided that the Union timely notify the Employee Relations Department
- D. The Union shall be reasonable concerning the numbers of employees it requests to attend meetings or hearings provided in this Section 5 and shall not schedule its representatives in any way to interfere with the Employers' operation.

#### 6. Protection of the Grievant

At no time will a department head, section head or representative of the executive offices meet with a grievant to discuss a grievance that has been filed by the grievant without the grievance chairperson or president of the Union or his/her designee present. At no time will a department head, section head or representative of the Employer threaten or intimidate any grievant as a result of his/her filing a grievance. Such Employer representatives may meet with a grievant to discuss matters unrelated to his/her grievance.

#### 7. Expedited Arbitration

If the Union and Employer determine it necessary, the parties may submit a grievance to expedited arbitration.

### ARTICLE XII CAREER DEVELOPMENT AND TRAINING

#### Program

It shall be the role of the Human Resources Department to maintain a training and development program. The Employer agrees to notify the Union prior to implementing any new job training, career development and educational programs, and will provide to the Union an annual summary on these programs. The Union may make program recommendations, which if acceptable, the Employer will make every effort to implement.

## 2. On-the-Job Training

The Employer will provide any instruction and skill development that is necessary in all task areas required in an employee's job classification, and will also make every effort to assist in the development of minorities and women as outlined in Article II, Section 3B (Affirmative Action).

## 3. Employee Internships

The Employer will from time to time provide the opportunity for voluntary three-month internships for full-time employees, either within or between departments. The purpose of the internship is to give employees the opportunity to expand their knowledge of the company and investigate other career possibilities, but must also meet the needs of the newspaper. During an internship, employees will continue to be paid their regular salary or first-year scale for the internship position, whichever is higher. If the Employer decides to have an internship program, it will make every effort to notify the Union at least four (4) weeks in advance of each intern program and will forward to the Union a copy of the list of all employees applying for an internship.

## 4. Career Investigation

It shall be the role of the Human Resources Department to assist bargaining unit employees in investigating the details and functions of jobs within the bargaining unit for which they may wish to be considered, and shall provide relevant counseling and career guidance regarding how the employee may better qualify for such jobs. The department shall maintain a list of qualifications for all positions, which will be available for examination by any bargaining unit employee upon request.

# ARTICLE XIII JOB SAFETY AND WORKING CONDITIONS

## 1. Safe Working Environment

The Employer agrees to provide safe and healthful working conditions for all bargaining unit employees. The Employer agrees to comply with all federal, state and local health and safety laws and regulations. If a bargaining unit employee or the Union has a complaint on job safety, working conditions or any other conditions that he/she feels present an occupational hazard, and if the situation is not corrected as soon as

possible, the bargaining unit employee or the Union may file a grievance (Article XI).

## 2. Health Maintenance

The Employer will staff a clinic and provide programs for medical problems such as blood pressure, stress, diet, smoking, exercise, and alcohol and substance abuse.

The Employer will receive input from the Union in the implementation of programs in health and safety, and agrees to supply the Union with statistics on the utilization of these programs.

## 3. Personal Computers/Video Display Terminals

The Employer will make every effort to provide a safe and comfortable environment for PC/VDT users. This will include proper heat, light, ventilation and furniture. When the Employer buys new PCs/VDTs he will seriously consider such equipment that meets the highest technological and safety standards available. Within the space limitation of each department every effort will be made to provide adequate spacing between work stations. The Employer shall keep records on file of the purchase dates of all PCs/VDTs for up to a period of seven (7) years, and those records shall be provided to the Union upon request.

- A. Each bargaining unit employee required to use PCs/VDTs at least two hours per day averaged quarterly shall be eligible to participate in the PC/VDT Eye Exam Program which provides for biennial ophthalmic exams and corrective eyeglasses or contact lenses which use is directly related to the use of PCs/VDTs.

The Employer shall pay for eye exams up to \$75.00; for prescriptions and corrective lenses up to \$100.00; for contact lenses up to \$125.00; and for eye glass frames up to \$80.00.

Exceptions to biannual eligibility will not be unreasonably denied if supported by documentation by the treating doctor, verifying that a change in prescription is as a result of PC/VDT use.

- B. Eligibility for participation in the PC/VDT Eye Exam Program, pursuant to Section A above, will be authorized in writing by each bargaining unit employee's department head.

- C. Such eye examinations shall include tests as recommended by medical authorities at the Massachusetts Eye and Ear Infirmary.
- D. The Employer shall keep records on all bargaining unit employees for the duration of his/her employment and twenty-five (25) years thereafter. Such records shall include all pertinent eye examination information on all employees. Access to such records shall be available to the individual employee. These records shall also be available to the Union providing the employee signs an optional waiver provided by the Union.
- E. Each PC/VDT in use shall be inspected for radiation, focus and clarity of image annually. Such inspections shall be made in addition to maintenance work performed on individual machines as requested by operators. In addition to annual inspections, each machine shall be checked each time it is moved, adjusted or repaired. Test result shall be forwarded to the Union office promptly.
- F. Bargaining unit employees who are required to operate PCs/VDTs on a continuous basis shall be required to take a 15-minute break every two hours during the work day to be scheduled by agreement at the department or section level. Such rest breaks are to be taken away from the work area.
- G. Any bargaining unit employees who exhibit symptoms of RSI as a result of activities at the Company workplace may have those symptoms and/or injuries examined and/or evaluated in the Medical Department on Company time. In-house rehabilitation of such injuries may also be scheduled with the Medical Department on Company time.
- H. Joint PC/VDT/RSI Committee

A committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Union will be formed to study the prevention and treatment of repetitive strain-related injuries, including work station issues related to PC/VDT usage. The Committee shall commence meeting within two (2) months after the signing of this Agreement. The Committee shall meet at least quarterly during regular work hours and at Company expense. Either party may put items on the agenda. The Committee will make any agreed-upon recommendations to the President of the Globe.

#### 4. Pregnancy and PCs/VDTs

The Employer will take the following precautions to protect pregnant PC/VDT users:

- A. She shall not be required to sit closer than approximately three (3) feet to another employee's PC/VDT.
- B. The Employer will not unreasonably deny agreed-upon recommendations on this issue made by the Joint PC/VDT/RSI Committee.

#### 5. Occupational Health and Safety Committee

The Union will provide two delegates plus one alternate to the Joint BGEA-Employer Health and Safety Committee to address the special health, safety and environmental concerns of bargaining unit employees and seek ways to improve or eliminate such conditions that are detrimental to the health and safety of bargaining unit employees. The alternate member may attend committee meetings in the absence of one of the regular members.

Committee meetings should be held monthly during regular work hours and at Employer expense. BGEA participation in this committee in no way diminishes the right to grieve.

#### 6. Training of Employees and Newly Hired Employees

Where applicable, all current employees and new hires shall receive training in safe working procedures, the purpose, use and limitation of personal protective equipment required, and other controls or precautions associated with the job. The Union has the right to review and recommend changes in such training.

#### 7. Labeling

The Employer agrees to provide clearly marked labels identifying the contents of barrels of detergents, acids, corrosives or waste materials.

#### 8. Investigation

Accidents on the premises shall be investigated by the safety officer or his/her designee. Reports of all accidents on the premises shall be maintained in the medical and protective services departments and copies of accident reports involving BGEA members will be sent to BGEA office promptly.

## ARTICLE XIV PART-TIME EMPLOYEES

### I. Part-time Policy

The following provisions of this agreement shall apply to all categories of part-timers except as noted in Section 2 (Definitions) below:

- A. Part-time employees shall not be paid less than the minimum wage for the classification in which they are employed as set forth in Article VI (Wages). When filling a vacancy in a higher classification, part-time employees shall receive the same rate of pay that is applicable to the job that they are filling.
- B. Part-time employees hired as regular full-time employees will receive credit towards the probationary requirements in Article III, Section 4 (Probationary Credit), for hours worked as a part-time employee in the same classification up to a maximum of thirty (30) days. If a part-time employee's performance is found unsuitable during the probationary period, the employee will be considered for return to a part-time position for which he/she is qualified, providing such a position exists.
- C. All part-time employees shall be covered by the Union security provision of this agreement.
- D. Part-time employees shall receive the minimum length of service step increase applicable for their work under this contract if they have worked 250 days during such period. Otherwise, such increase shall not be effective until they have worked such 250 days.
- E. Part-time employees will be eligible for vacations, holidays and pension benefits on a pro rata basis as provided in Article V, Sections 1 and 4 and Section 5 in this Article.
- F. Effective upon signing and thereafter, should part-time layoffs occur, part-time employees with less than five (5) years employment shall be laid off first. For such employees, seniority in classification shall be given due consideration. If additional part-time layoffs are required, part-time employees who have been employed for five (5) years or more shall be laid off within each job classification by department based on the principle of inverse seniority. Those part-time employees with substantially demonstrable skill or employees of outstanding ability may be excepted from this

section but the burden of establishing the need for such exceptions shall be on the employer and shall be subject to grievance and arbitration. For purposes of this section a "layoff" shall not include a uniform reduction in part-time hours within a particular department. A "department" is defined as those listed in Appendix A to Article III, Section 1.

- G. Effective upon signing and thereafter, a part-time employee who, at the time of layoff, has five (5) or more years seniority shall be placed on a rehiring list and shall remain on that list for a period of twenty-four (24) months from the date of layoff. In filling vacancies within any job classifications from which part-time employees were dismissed through a layoff, the Employer shall offer re-employment to part-time employees on the rehiring list who were laid off from the classification in which there is a vacancy before hiring or promoting employees. The Company shall notify such part-time employees, based on inverse seniority, by registered mail and the part-time employee will be given ten (10) work days from the time he/she receives such notification in which to make his/her decision to accept or reject the offer of re-employment. Should he/she accept the job, he/she will be given an additional one (1) week in which to report for work. Failure to comply with this provision shall cause the part-time employee's name to be removed from the rehiring list.

When a part-time employee is reinstated into a job through the rehiring list he/she shall be paid at the current salary for the same step he/she left. Any part-time employee who is laid off from a Marketplace Wage Adjusted Classification who has been "grandfathered" and is listed in Exhibit C to the Supplemental Agreement, shall be reinstated with his "grandfathered hourly differential".

- H. Part-time employees may be subject to discipline, including discharge for just cause. The offense, facts and circumstances will determine the level of discipline. The discipline and discharge of a part-time employee who has been employed less than one hundred sixty (160) calendar days shall not be subject to the Grievance and Arbitration procedure under Article XI. Part-time employees who are discharged will receive a written statement of the cause of discharge with a copy of such statement to be furnished to the Union representative. Part-time employees with more than five (5) years of service shall be given one (1) verbal and one (1) written warning prior to discharge, except in cases of gross ne-

glect of duty or serious misconduct. If a decision is made to issue a written warning, the Union shall be notified of the time and place the warning is to be given, and who shall be given the warning, at least 24 hours in advance of the warning being issued. The Union may have a representative present.

## 2. Definitions

- A. The following are categories of "part-time employees" under the provisions of this agreement:
- i. Regular Part-Time Employee: Shall mean one who normally works less than 37.5 hours per week. Any part-time employee who works more than 770 hours effective upon ratification and signing and then 780 hours effective January 1, 2000 during any six-month period calculated at the end of each regular calendar quarter will immediately become a regular full-time employee.

A calendar quarter shall be defined as the 13-week payroll period ending closest to the following dates:

January 1 thru March 31

April 1 thru June 30

July 1 thru September 30

October 1 thru December 31

- ii. Temporary Employee: Shall mean one who may work more than 20 hours per week and who has been hired for a definite period of time for purposes of completing a specific non-continuing task or other defined projects. Upon written request from the Union, the Employer shall provide written notification of the specific non-continuing task or other defined project for which the temporary has been hired. The total cumulative service time permitted in this category shall not exceed twelve (12) months in duration, unless mutually agreed to by both parties.
- iii. Substitute Employee: Shall mean one who performs the duties either directly or indirectly of a specific bargaining unit employee out of work due to any leave status provided for in this agreement. Any indirect substitution shall be limited to no more than two (2) moves (plus the direct substitution) and shall only be allowed when the "out of work" employee is a bargaining unit supervisor or one whose work requires the skills of a full-time employee. A substitute may work more than 20 hours a week. Upon written request from the Union, the Employer shall provide written notification as to whom the substitute is replacing and the expected length of that

substitution. A substitute may not work more than twelve (12) months in total, unless mutually agreed to by both parties.

- iv. Student Employee: Shall mean one who works more than 20 hours a week while enrolled full-time in school or co-op program. Students who work less than 20 hours shall be considered regular part-time employees. A student cannot serve as a Globe Correspondent while employed as a regular or temporary part-timer. Full-time student employees shall not work longer than 2 years cumulatively or 4 years in total. Student employees performing reportorial duties (except one year and summer interns) shall be restricted to working on ROP assignments except in extraordinary circumstances.
- v. Intern Employees:

- a) Summer Intern Program:

The Employer may maintain a summer intern program. The salary for summer interns will be 80 percent of a weighted average salary comprised of the various job categories in which they are hired, taking into account the number of interns in each job category. The Employer will notify the Union at least ninety (90) days prior to the commencement of a summer program.

- b) One Year Internship Program:

The Employer will maintain a one year internship program as part of a mutual commitment to diversity in the workplace. One year interns will be paid first-year scale at minimum of the classification into which they are hired and will be eligible for Union health insurance benefits.

- vi. Any of the above who perform reportorial duties will be identified as Globe Staff when a by-line is used.
- vii. The total number of part-time employees who are co-op students or interns (not including one year or summer interns) shall not exceed 10 percent of the number of regular full-time employees in the bargaining unit.
- viii. Temporary, substitute or one year intern employees who work for six (6) months or more will be given written notification of their status thirty (30) days before the planned termination of employment.

### 3. By-line Language

By-lines or credits, when used, will make clear the staff or non-staff status of the reporter, writer, photographer, columnist, cartoonist or illustrator as follows: "Globe staff" will be used for all full-time and part-time employees (including one year interns); "Globe Correspondent" will be used for all other credits including all summer interns, student employees and freelancers.

### 4. Stock Options

Qualified part-time employees will be eligible to participate in the Employees Stock Purchase Plan.

### 5. Retirement

Part-time service will be recognized for pension purposes under the terms of the Boston Globe Employees' Association Pension Plan.

### 6. Experience Credit

Part-timers who terminate and return at a later date will receive experience credit which will determine their salary level.

### 7. Hours of Work

Part-time employees will be paid at least 4 hours' pay when they are called to work.

### 8. Scheduling

Work schedules for part-time employees shall be posted in each department one week prior to the beginning of each financial week whenever practicable.

### 9. Part-time Job Openings

The Personnel Department will notify the Union whenever a new regular part-time position becomes available with the exception of those positions which are filled by student employees. Whenever such positions are posted, the provisions of Article II, Sections 6B and 6C shall not apply. However, notices of such positions shall be posted on union bulletin boards.

## 10. Part-Time Life Insurance

Effective date of signing, pursuant to Section III D of the Supplemental Agreement, the employer will provide \$5000 in life insurance for regular part-time employees who have been employed by the Globe for at least one (1) year. Once eligible for such insurance, coverage shall continue so long as part-time employment is continued.

### **ARTICLE XV DEFINITIONS OF NON-EMPLOYEES**

1. Correspondents (occasionally referred to as stringers): are those persons who are on retainer and may be subject to assignment and who do not regularly utilize Globe desk space, PCs/VDTs or other equipment and services used by Globe staffers.
2. Special to the Globe Free Lance: are those persons who are independent contractors paid on a per-piece basis and who do not regularly utilize Globe desk space, PCs/VDTs or other equipment and services used by Globe staffers.

## APPENDIX A EXEMPTIONS

Positions expressly excluded from this bargaining unit:

**CORPORATE:** chairman of board, vice chairman of the board, publisher, president, executive vice president, senior vice president, vice-president, assistant vice president, general manager, treasurer, assistant treasurers, clerk of the corporation, assistant to publisher, business manager, assistant business manager, director of development and planning, director of electronic publishing, director of compensation and corporate affairs, assistant to the president, confidential secretary(ies) (14), niche publication manager, manager of special projects director of business development and strategic planning, manager of strategic planning, project manager/ strategic planning.

**ADVERTISING:** Advertising director, display advertising manager, classified advertising manager, assistant to advertising director, senior divisional sales manager, divisional sales managers, telephone advertising managers, assistant manager/inside telephone sales, manager/display desk, senior assistant telephone advertising manager, manager/advertising administration, assistant manager/display desk, systems manager/advertising, manager of advertising production quality assurance, manager/advertising marketing, project administrator, advertising sales analysis manager, director of advertising strategy and development, director of classified advertising, director of sports marketing sales, manager of advertising finance and administration, distribution marketing manager, business development manager, assistant systems manager, assistant advertising sales manager

**ARTISTS:** promotion design manager, advertising design manager, head artists

**BUILDING ADMINISTRATION:** maintenance manager, assistant, manager/protective services, director/ administrative services, assistant director of administrative services, maintenance plant foreman Billerica/Westwood, maintenance shift foremen (5), post office supervisor

**CIRCULATION:** circulation director, assistant to the circulation director, senior circulation manager, circulation managers, assistant to circulation manager, assistant circulation managers, divisional sales managers, bar coding manager, returns manager Wilson Tisdale director, Wilson Tisdale manager, Wilson Tisdale assistant manager, assistant to the Wilson Tisdale director, director of youth readership.

**COMMUNITY RELATIONS:** community relations director

**CONTROLLER/CREDIT/ACCOUNTING:** cashier, controller, assistant controllers, budget manager, internal auditor, manager of accounting, assistant manager of accounting, credit manager, payroll supervisor, assistant payroll supervisors, software analyst/financial systems, manager of financial analysis, senior financial analyst, financial analyst, revenue manager, corporate credit manager, disbursement manager, assistant to the controller, disbursement supervisor, director of disbursements and receivables, director of financial reporting, director of financial reporting and analysis, director of quality assurance/operations.

**EDITORIAL:** editor, executive editor, assistant executive editors, assistant to editor, editor of the editorial page, deputy editorial page editor, senior associate editor, associate editors, executive managing editor, managing editors, assistant managing editors, deputy managing editor, city editor, Sunday editor, senior assistant Sunday editor, senior assistant national/foreign editor, metropolitan editor, senior assistant metropolitan editors, night editor, senior assistant night editor, executive sports editor, sports editor, magazine editor, editorial design director, business editor, graphic arts coordinator, director/newsroom technology, systems editor, head of library, director of photography, assistant director of photography, picture editor, editorial budget manager, ombudsman, administrative coordinator, page one editor, living editor, arts editor, national editor, foreign editor, op-ed page editor, senior editorial design supervisor, senior assistant business editor, senior assistant sports editor, calendar editor, assistant editorial page editor, senior assistant living/arts editor.

**EMPLOYEE RELATIONS:** industrial relations director, director of employee relations, benefits manager, director/employee development, employee relations associate, manager/employee relations, director/safety and environmental affairs, manager/safety and loss prevention operations, administrative manager/safety and environmental affairs, manager/protective services, protective services foremen (3), assistant manager/employee relations, director of benefit funds administration, assistant manager of employee development.

**HUMAN RESOURCES:** director of human resources, director of employee benefits, human resources associate, personnel director, affirmative action director, health services manager, personnel manager, health services director, assistant manager/human resources.

**INFORMATION SERVICES:** director of information services, assistant director of information services, director of systems, manager of data processing, assistant manager of data processing, data base manager, software analysts, systems engineers, data center managers, systems managers, operations manager, technical services manager, assistant technical services

manager, software engineering manager, manager/publishing systems, associate software analyst (6), manager of new technology, manager of networks/communications, manager of desktop systems, manager of applications development, manager of special projects, manager of internet communications group.

**MARKETING:** marketing research director, research manager, marketing research and planning director, marketing services manager, sales promotion manager, public affairs manager, sales promotion/public affairs director, assistant public affairs manager(s), assistant promotion manager(s), public affairs director, sales promotion director, director of market analysis and planning, manager/electronic publishing, assistant manager/electronic publishing

**PRODUCTION:** production director, assistant production director, production managers, director of building facilities, engineering manager, assistant production managers, plant manager/Billerica, plant manager/Westwood, plant manager/Boston, imaging manager, operations and planning manager, assistant plant manager, quality analyst, financial manager, production training manager.

**PUBLIC RELATIONS:** public relations director, public relations coordinator

**PURCHASING:** purchasing manager

**ROTOGRAVURE:** preprint manager, gravure manager, manager/Sunday supplement

**April 21, 1999**

**SUPPLEMENTAL AGREEMENT  
Between  
GLOBE NEWSPAPER COMPANY, INC.  
and  
BGEA/TNG-CWA LOCAL 31245**

Globe Newspaper Company, Inc. (the "Globe") and BGEA/TNG-CWA Local 31245 (the "BGEA") enter into this Supplemental Agreement. This Agreement is to become a part of the collective bargaining agreement between the parties, effective January 1, 1998 through December 31, 2000.

If any conflict or dispute arises between any of the terms and conditions of this Supplemental Agreement and any of the terms and conditions of the parties' current collective bargaining agreement, the terms and conditions of this Supplemental Agreement shall prevail.

This Supplemental Agreement encompasses certain changes negotiated between the parties which allow the Globe increased flexibility and cost savings. These changes, which are described below, reflect annualized savings for the Globe in exchange for which the Globe has agreed to certain quid pro quo payments and benefit changes as are also described more fully below.

**QUID PRO QUO NEGOTIATED CHANGES**

In recognition of the changes outlined below which will result in increased operational flexibility and cost savings for the Globe, the Globe agrees to the following quid pro quo benefit changes:

1. Article IX, Section 3, "Retirement" will be modified to: (a) increase the pension salary cap from \$55,000 to \$65,000 effective upon ratification and signing of the contract. Any employee who retired after January 1, 1999 and before the effective date of the increase who would benefit from the increase in the cap will have his/her pension adjusted pursuant to the terms of the attached side letter; and (b) provide that commissions will be included for purpose of pension calculations for the following categories of employees to a maximum combined salary and commission of \$54,000: Outbound Telephone Advertising Salespersons, Inside Telephone Advertising Salespersons, Special Projects Group and Special Incentive Salespersons. It is understood that the Globe will recommend that any necessary changes be made to the Pension Plan to conform to these negotiated changes.

2. Article VIA, Section 8E, "Health Insurance" will be modified to provide that in addition to the existing quid pro quo payments to the parties' jointly trustee Taft Hartley Health Fund, subject to the attached side letter the Globe will pay into the Fund for 1999 \$220,000 in twelve equal monthly payments (of \$18,333.33 each) commencing with payments effective May 1, 1999 and ending April 1, 2000. An additional \$235,000 will be paid into the fund in twelve equal monthly payments (of \$19,583.33 each) commencing March 1, 2000 and ending February 1, 2001.
3. Article VIA, Section 2, "Shift Differential" will be modified to provide for the following increases in both night and lobster shift differentials: Increase in the night shift and lobster shift differentials of \$.50/shift effective date of signing. Effective September 1, 1999 an increase in both the night and lobster shift differentials of an additional \$.50/shift. Effective January 1, 2000 an increase in both of an additional \$.50/shift; effective July 1, 2000 an increase in both of an additional \$.50/shift; effective January 1, 2001 an increase in both of an additional \$1.00/shift; and effective January 1, 2002 an increase in both of an additional \$1.00/shift. These increases together will result in a total night shift differential of \$10.00/shift and lobster shift differential of \$12.00/shift effective January 1, 2002. As a result of these increases both parties agree that the subject of night/lobster shift differential will not be subject to re-negotiation in negotiations for the successor contract to the 1998-2000 collective bargaining agreement.
4. Article XIII, Section 3A, "Video Display Terminals" will be modified to provide in the second paragraph as follows: "The employer shall pay for eye exams up to \$75.00, for prescriptions and corrective lenses up to \$100.00, for contact lenses up to \$125.00 and for eye glass frames up to \$80.00".
5. Article V, Section 13, "Bereavement Leave" will be modified to provide for one (1) bereavement day per year for regular part time employees with at least five (5) years of employment of 600 paid hours per year (which may be non consecutive) to attend the funeral of an immediate family member (spouse, parent, child, grandparent, grandchild, sibling) on a regularly scheduled work day.
6. Article VIA, Section 6a, "401(a) and (k) Plans" will be modified to provide in paragraph 1 that effective January 1, 2000 the Globe will agree to an additional 1 per cent 401(k) match for a total 401(k) match of 2 per cent, based on the first 6 per cent of an employee's 401(k) salary contribution, subject to a total 401(k) match cap of \$3000 per year. The match cap is based on 2 percent of salary up to a salary cap of \$150,000.

7. The rate of pay for the bargaining unit position of "Return Room Messenger" will be increased pursuant to the terms of the attached "Resolution" dated February 24, 1999. This section was implemented effective March 31, 1999 in exchange for implementation of the "Single Copy Photo Sales" provision pursuant to the terms of the attached March 16, 1999 side letter agreement. In addition the parties agree to change the job title to "Returns Processor".
8. "Exhibit A (Job Security)" to the collective bargaining agreement will be modified to permit the addition of 55 full time employees to the List. This change is a direct quid pro quo for the Union's agreement to the BTU Memorandum of Agreement (pursuant to paragraph 14 below. The names of these additional employees will be added one for one (until all 55 are added) for each current job guaranteed person (whose names appear on Exhibit A) who leaves the Globe for whatever reason at the time such job guaranteed employee leaves. Employees will be added to the list by bargaining unit seniority (as defined in Article III, Section 5).
9. Article V, Section 10, "Sick Leave" will be modified to add a new paragraph D "Part Time Sick Leave" which will provide one (1) day of sick leave annually for each part time employee with at least five(5) years of employment of at least 600 hours in each of the five years. Sick leave will be subject to medical verification (which will be the same as that provided in Article V, Section 10 for full time employees)and satisfactory attendance (regular coverage of their job). Part time employees can bank their one day if unused in any year for use in the following year. up to a maximum of two (2) banked days which could then be used along with the day in the year they use the time for a maximum of three (3) days in any one year. Part time employees using a sick day will be charged and paid for a full day (7 1/2 hours) regardless of the hours he/she were scheduled to work that day.
10. The parties agree to create a new bargaining unit position of "Special Incentive Salespersons" whose compensation will consist of a lower base salary and higher commission structure as is detailed in the attached side letter agreement.
11. The parties agree to add a new section, Article VIA, Section 12C, "Single Copy Sales of Photographs", which eliminates the prior practice of payments to photographers and photo technicians for single copy resale of their Globe photographs. This section was implemented effective April 4, 1999 pursuant to the attached March 16, 1999 interim agreement.

12. The parties agree to modify Article VI, Section 1, "Wages/Terms of Payment" to provide for payment one week in arrears for all full time employees pursuant to the attached provision.
13. The parties agree to increase the number of exempt Confidential Secretaries from nine to fourteen pursuant to the terms of the attached side letter.
14. The parties have agreed to terms governing the Globe's assignment of employees who are members of Boston Typographical Union No. 13 to perform certain functions in the Advertising, Editorial and Information Services Computer Operations departments so that the Globe can provide meaningful work opportunities for BTU employees who have lifetime job guarantees. The terms are more fully set forth in the attached Memorandum of Agreement.
15. As a result of technological change in the workplace and to allow the Globe to ensure consistent quality of production, the parties have agreed to the creation of an "Imaging Center" in which Imaging Technicians represented by the BGEA will work together with employees represented by the Engravers and other unions. The terms governing this arrangement are more fully set forth in the attached Memorandum of Agreement.
16. The parties have agreed to create a new wage scale for the BGEA bargaining unit positions of "ACU Supervisor and Sales Support Supervisor" for marketplace wage adjusted employees (primarily clerks), "grandfathered" part time employees and new hires. "Grandfathered" full time employees will receive the higher wage scale. The new wage scale is set forth in the attached side letter agreement.
17. The parties have agreed to modify Article XIV, Section 2, "Part Time Employees" to increase the maximum hours a part time employee may work in a six month period from the current limit of 750 hours to 770 hours effective upon ratification and signing and to 780 hours effective January 1, 2000.

**GLOBE NEWSPAPER  
COMPANY, INC.**

Gregory L. Thornton  
Harriet E. Gould  
Alfred S. Larkin, Jr.  
Linda M. McCulley  
Christopher L. Hall  
Marquita H. Sylvia

**BGEA/TNG-CWA  
LOCAL 31245**

Robert A. Jordan  
Mark L. Anastas  
James D. McAuliffe  
Leonard J. Kelley  
Steve Hatch  
Dolores Kong  
Katherine Rohan O'Brien

April 21, 1999

**MEMORANDUM OF AGREEMENT**  
**Between**  
**GLOBE NEWSPAPER COMPANY, INC.**  
**and**  
**BGEA/TNG-CWA Local 31245**

This Memorandum of Agreement is made and entered into by and between Globe Newspaper Company, Inc. (the "Globe") and BGEA/TNG-CWA Local 31245 (the "BGEA"). This Agreement covers the period January 1, 1998 through December 31, 2000.

This Agreement will be a continuation of the terms and conditions of the collective bargaining agreement covering the period January 1, 1995 through December 31, 1997 except for the following changes, including attached contractual provisions and those changes separately incorporated into the parties' Supplemental Agreement entered into on this date.

**I. WAGE INCREASES**

Effective January 1, 1998	.6133/hour or \$23.00 week
Effective January 1, 1999	.6133/hour or \$23.00 week
Effective January 1, 2000	.64/hour or \$24.00 week

The above hourly increases will be applied to the weighted averages of approximately 746 full time employees as of January 1, 1998 to determine the appropriate percentage increase for each year. The weighted average for the first year's increase (1998) is \$1022.63 which equates to a percentage increase of 2.249%. The weighted average for 1999 is \$1045.63, calculated after addition of the 1998 increase of \$23.00 per week, which yields a percentage increase of 2.200% based on the above proposal; the weighted average for 2000 would be \$1068.63 (after addition of the \$23.00 week increase from 1999), which yields a percentage increase of 2.245% based on the above proposal.

Under this proposal, top step reporters, for example would receive wage increases of \$26.52 per week, \$26.53 and \$27.66 per week for 1998, 1999 and 2000 respectively.

These percentage increases would be applied to all contract book rates for all bargaining unit employees pursuant to the parties' 1987 letter of agreement. It will not be applied to merit pay or other supplemental payments. It will be applied to "differential weekly merit" and "differential hourly merit"

for all full time and part time employees whose names appear respectively on Exhibits B and C to the collective bargaining agreement.

Effective January 1, 2000 the Globe will recalculate the weighted average for the then full time employees to determine the appropriate percentage increase for 2000 based on the above negotiated wage increase of \$.64/hour or \$24.00/week. If that calculation (based on actual employment at that time) results in a percentage increase which is more than the current calculation of 2.245%, the higher percentage will be applied to all contract book rates. Otherwise the rate will remain at 2.245%. The Globe will share its calculations with the Union.

## II. OTHER NEGOTIATED CHANGES

The following is a "bullet point" description of other contractual changes negotiated between the parties. The actual language of each specific provision as is attached hereto supersedes and governs the parties' agreement:

1. Preamble and Article I, Section 1 - modified to reflect change in name for Globe to "Globe Newspaper Company, Inc." and for Union to "BGEA/TNG-CWA Local 31245".
2. Article II, Section 1 - modified to reflect contract period of January 1, 1998 to December 31, 2000.
3. Article II, Section 5 - modified to refer to "HIV" together with AIDS.
4. Article II, Section 6A - modified to include "Buyer" position as a senior merit position.
5. Article V, Section 1 and 4 - modified to provide that part time employees' pay stubs to include hours of vacation and holiday entitlement.
6. Article V, Section 10 - modified to provide that unverified sick leave may lead to progressive discipline and such days may be disallowed as sick days.
7. Article V, Section 15 - modified to provide that "primary caregivers" of newly adopted children may use up to 30 days of sick leave when caring for a newly adopted child.
8. Article V, Section 17 - clarified to include payment to part time employees for business related court appearances.

9. Article VII, Section 8 and Article XIV, Sections 2(A) and 3 - modified to reflect change of name from "minority internship" to "one year internship" program.
10. Article X, Section 5(D) - modified to change notice to Union on new exempt positions from seven days to three business days.
11. Article XIII - modified to include "personal computer" ("PC") reference together with reference to "Video Display Terminals" ("VDTs").
12. Article XIV, Section 1(H) - modified to provide that part time employees with more than 5 years service shall be given a verbal warning (as well as a written warning) prior to discharge. Further modified to provide union representation when written warning is given.
13. Article XIV, Section 2(A)(iii) - modified to include reference to "bargaining unit employee".
14. Appendix A - modified to include additional exempt positions.

**GLOBE NEWSPAPER  
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April 21, 1999

**MEMORANDUM OF AGREEMENT**

**Between**

**Globe Newspaper Company, Inc.**

**and**

**BGEA/TNG-CWA Local 31245**

**(BTU Work Assignments)**

Globe Newspaper Company, Inc. (the "Globe") and BGEA/TNG-CWA Local 31245 (the "BGEA") enter into the following Agreement to set forth the terms governing the Globe's assignment of employees who are members of the Boston Typographical Union No. 13 (the "BTU") to perform certain functions described in sections 4 through 7 below which are related both to operations currently performed by BTU members and are also related to operations performed by BGEA employees in the Globe's Editorial, Advertising and Computer Operations Departments so that the Globe can provide meaningful work opportunities for BTU represented employees who have lifetime job guarantees.

This Agreement contemplates assigning work to two groups of BTU employees: (1) those individuals with lifetime job guarantees as of the date of this Agreement ("Job Guaranteed Employees"), and (2) employees hired or transferred by the Globe to meet its contractual obligation to the BTU to maintain a "Minimum Force" ("Minimum Force Employees").

It is understood and agreed that:

1. The terms of this Agreement will become part of the collective bargaining agreement currently under negotiation between the parties (January 1, 1998 through December 31, 2000).
2. The terms of this Agreement do not abrogate or otherwise diminish the BGEA's jurisdiction pursuant to Article VIII, Section 3 of the Globe-BGEA collective bargaining agreement. All work which has traditionally been within the exclusive jurisdiction of the BGEA shall remain as such, subject to the assignment of BTU employees to perform any of the functions as is otherwise provided in this Agreement.
3. All work which was previously within the exclusive jurisdiction of the BTU and is to be assigned to BTU and BGEA employees under paragraphs 4, 5 and 6 to this Agreement shall become as of the execution of this Agreement the exclusive jurisdiction of the BGEA, subject only to the assignment of BTU employees as provided in this Agreement. Such work includes certain advertising production functions which have his-

torically been within the BTU's exclusive jurisdiction such as classified pagination and the scanning of camera ready ads. It is expected as a result of this Agreement that BGEA employees shall also perform these above-mentioned functions. Such work shall not be assigned to members of any other Globe bargaining unit.

4. The Globe may assign Job Guaranteed Employees to perform advertising production functions which are similar/identical to those at any time performed by the BGEA job categories of "Production Coordinator", "Advertising Clerk" and "Advertising Designer". These functions include ad processing, ad makeup, page proofing and finishing, and processing of tear sheets. BTU employees will not be assigned to perform any advertising sales functions.
5. The Globe may also assign Job Guaranteed Employees to perform non-creative production support functions in the Editorial Design department and to perform the electronic make-up of wedding, obituary and paid death notice pages.
6.
  - a) The Globe may also increase the existing complement of BTU employees in the Information Services Computer Operations department to perform the function of "Computer Operator" initially from four (4) to a maximum of eight (8) total full time equivalent employees with Job Guaranteed Employees. After their training period, they may be scheduled for either day, night or lobster shift, at their individual option, provided such coverage is required by the Globe. If any Job Guaranteed Employees opt for a night or lobster shift schedule, the three BGEA employees who are currently on a night or lobster shift may voluntarily transfer to a day shift schedule on a 1:1 replacement basis, based on BGEA bargaining unit seniority.
  - b) Thereafter, the Globe may increase the number of BTU employees in the department to a maximum of fourteen (14) only if new functions are added to the department and/or the number of hours to be covered by the department increases which requires additional shifts to be scheduled. The Globe will maintain the ratio relationship relatively in balance between the BTU and BGEA employees in that department, based on a ratio of 1 1/2 (BTU) to 1 (BGEA).
7. The Globe may also assign functions not previously performed by Globe employees (including functions previously performed by third parties for the Globe) to Job Guaranteed Employees. The Globe will notify the BGEA at least thirty (30) days in advance of these assignments and will meet with the Union upon request to discuss the nature of the work

involved. Such new work that the Globe and the BGEA agree is reasonably related to work performed within the BGEA bargaining unit shall become the exclusive jurisdiction of the BGEA, subject only to (i) the interim assignment to BTU employees as provided in this agreement, and (ii) reassignment to third parties as provided elsewhere in this section. Any disagreements under this paragraph shall be subject to the parties' Grievance/Arbitration procedures. Any such arbitration will be limited to the issue of whether the new work activity shall become the exclusive jurisdiction of the BGEA, subject only to (i) the interim assignment to BTU employees as provided in this agreement, and (ii) reassignment to third parties as provided elsewhere in this section.

The Globe can decide to have work previously performed by third parties for the Globe performed by third parties again in the future. Subject to the preceding sentence regarding third party work, any such new work shall not be assigned to any other employees, persons or entity. The Globe may, at any time, determine not to have work performed for the Globe by any employee, person or entity.

8. BTU represented employees may perform all the functions described in paragraphs 4 through 7 above in physical areas in which BGEA employees are working. These areas currently are the ad operations area (including advertising design), the Inside Sales department, the display desk, the Editorial Design area (including any specific area within Editorial to which a BTU employee may be assigned to provide non-creative design production support such as sports) and the Computer Operations department within Information Services. These areas may change in the future: a) as workflow and processes change and/or b) as a result of new work assignments pursuant to paragraph 7 above.
9. When the number of Job Guaranteed BTU Employees decreases to less than fifty (50) pursuant to the "Minimum Force" provision of the Globe-BTU 1997-2006 collective bargaining agreement, if the Globe should hire new full time or part time employees under the Globe-BTU agreement to maintain the "Minimum Force" in positions performing work described in paragraphs 4 through 7 above, such new employees will be transferred to the BGEA bargaining unit pursuant to the terms of the "Minimum Force" provision (i.e., such jobs will be posted pursuant to the contractual provisions then existing between the Globe and the BGEA. Employees selected for these positions will be hired into the BTU bargaining unit, placed on a leave of absence from that unit and then immediately transferred into the BGEA bargaining unit). BGEA employees will be eligible for such positions, pursuant to the same terms of the "Minimum Force" provision.

10. The Globe agrees that as a direct result of the implementation of this Agreement no named BGEA bargaining unit employee listed in Exhibit A to this Agreement shall be laid off from the job categories of "Advertising Production Coordinator", "Advertising Designer", "Computer Operator", or "Advertising Clerk" (for ad production support jobs only). The Globe agrees that no full time employee listed in Exhibit A to this Agreement without a lifetime job guarantee shall be laid off during the life of this Agreement as long as Job Guaranteed Employees are assigned to those functions which are similar/identical to those at any time performed by the foregoing BGEA job categories. If at any time Job Guaranteed Employees are no longer so assigned and employees listed on Exhibit A were laid off, the Globe would be precluded from again assigning Job Guaranteed Employees to such function(s) until those Exhibit A employees were offered recall (pursuant to Article III, Section 1(D) of the contract.)

Regular part time hours for part time BGEA employees listed on Exhibit A may be reduced only proportionally to a part time hours reduction implemented for their respective departments as a result of other business reasons (such as budget cutbacks or a decrease in advertising volume) as long as Job Guaranteed Employees are assigned to those functions which are similar/identical to those at any time performed by the BGEA job categories listed above. The Globe shall notify the Union prior to implementing any reduction in part time hours for Exhibit A employees and shall meet with the Union, upon request, to discuss reasonable alternatives to any such hours reduction.

There will be a transition period following the signing of this Agreement which will be for six (6) months or until at least forty (40) Job Guaranteed Employees are regularly performing the functions described in paragraphs 4 through 6 above (excluding those solely performing classified pagination and/or the scanning of camera ready ads), whichever is later. In no event shall the transition period be longer than twelve (12) months. At that time the Globe will furnish the BGEA with a list of such Job Guaranteed Employees. Thereafter, if any of those employees were to leave the Globe or were no longer performing those functions and the Globe chose to replace them with other Job Guaranteed Employees, the Globe will hire additional BGEA bargaining unit employees for the positions of Production Coordinator and/or Advertising Clerk based on a ratio of three (3) additional Job Guaranteed Employees so assigned to one additional BGEA bargaining unit employee hired.]. The Globe may hire either full time employees or part time employees based on a ratio of 2 part time employees being equivalent to 1 full time hire. The Globe will continue to hire both full time

and part time employees based on its business needs. After the transition period referred to in this paragraph, any new hires into the BGEA bargaining unit positions of either Production Coordinator or Advertising Clerk may be banked by the Globe for credit toward this hiring ratio.

12. There are 61 employees listed on Exhibit A. The Globe agrees that if that list were to reduce in number to 46, then thereafter the Globe will hire BGEA replacement employees for those positions based on a ratio of one(1) hire for each three (3) BGEA employees who have attrited. The Globe may hire either full time or part time employees. The Globe will continue to hire both full time and part time employees based on its business needs. Two part time employees will count toward each full time employee who has attrited. Any hires to replace named employees on Exhibit A who attrit from an Exhibit A position may be banked for credit toward this hiring ratio.
13. In addition to the quid pro quos agreed to elsewhere, it is understood and agreed that in exchange for this Agreement, the Globe will add to the Job Security List (Exhibit A) to the Globe-BGEA collective bargaining agreement) 55 additional BGEA full time employees on a one for one replacement basis for each job guaranteed employee who is removed from that List for any reason (resignation, death, etc.). Such additions will be made solely on the basis of bargaining unit seniority.
14. This Agreement will not be subject to overall re-negotiation for a ten (10) year period, through and including December 31, 2009 except : a) paragraph 13 will continue in effect until all 55 employees are added to the Job Security List; b) all Job Guaranteed Employees who at the end of the ten year period are assigned to functions described in paragraphs 4 through 7 will be allowed to remain in those functions until that time as they were to terminate their employment with the Globe (through retirement, resignation, or otherwise); and c) the following paragraphs only may be subject to adjustment at the expiration of the successor agreement to the 1998-2000 collective bargaining agreement: paragraphs 4, 5, 6 and 9 (only as to include appropriate reference to any addition or modification to the work described in paragraphs 4-6). "Adjustments" as used in this paragraph are changes in work assignments and/or duties and responsibilities for Job Guaranteed Employees pursuant to paragraphs 4, 5 and/or 6 of this Agreement requested by either party which (a) take into account changes in the workplace, such as may be caused by changing technology or changes in operations, but at the same time (b) maintain the original intent of this Agreement.

15. As a result of this Agreement, the Union agrees it will withdraw Case No. 1-CA-36,493 currently pending before the National Labor Relations Board.

**GLOBE NEWSPAPER COMPANY, INC.**  
**BGEA/TNG-CWA LOCAL 31245**  
**EXHIBIT A**

**ARTISTS**

Tara M. Kelly  
Aramias Andonian  
Juliet SooHoo  
Edward Devlin  
Udo I. Nelson  
Julie E. Regan  
Danise A-Edgebome  
Lauren Carroll  
Mary Christian  
Jules Cuthbert  
Joseph Dougherty  
William Fagan  
Richard Giedd  
David Johnson  
John Leung  
Walter D. Luby  
John J. Pauplis  
Elizabeth Smith  
Charles Whelan  
Count: 19  
11 FT/8 PT

**AD PRODUCTION CLERKS**

Teresa Allen  
Deborah Breen  
Patricia Connolly  
Marshauna Elliott  
Jason M. Harvey  
Elaine Korona  
Susan Donahue  
Elizabeth Maloney  
Jean L. Trager  
Cynthia Vogel  
Jessica Alabiso  
Susan Connors  
Tobias Cowans  
Kenneth Eckland  
Brendan Raffery  
Robert Sullivan

Count: 16  
3 FT/13PT

### **AD PRODUCTION COORDINATORS**

Donald Libby Jr.  
Susan Manning  
Michael McCarthy  
Michael Trent  
Jeffrey T. Zaks  
Francis Bright  
Susan E. Crehan  
Mary E. Dunbar  
Marlene Jreaswec  
Elisabeth Murphy  
Patti Norton  
Margaret O'Shea  
Steve O'Connell  
Edward Ryan III  
Elaine M. Ryan  
Ellen Savage  
Mark Straffin  
Daniel Totten  
Maureen Varraso  
Count: 19  
11FT/8PT

### **COMPUTER OPERATORS**

William Carroll  
William Chavez  
William Downey  
Peter Gile  
Richard Griffin  
Benedict Kelly  
John Robinson, Jr.  
Robert E. White  
Maureen Callaghan  
Count: 9  
8 FT/1 PT

[NOTE: This list does not include (6) BGEA employees with BTU job guarantees]

April 21, 1999

**MEMORANDUM OF AGREEMENT**  
**Between**  
**GLOBE NEWSPAPER COMPANY, INC.**  
**and**  
**BGEA/TNG-CWA LOCAL 31245**  
**(Imaging Center)**

Globe Newspaper Company, Inc. (the "Globe") and BGEA/TNG-CWA Local 31245 (the "BGEA") enter into this Memorandum of Agreement to set forth the terms governing the Globe's establishment of an Imaging Center as follows:

1. As a result of technological changes in the workplace and to help ensure consistent quality of production, the Globe may establish an "Imaging Center" in which both black and white and color photographs will be processed for the newspaper ("imaging work"). This imaging work includes that work which was previously performed in the Sci-tex Department as well as that performed in the Editorial Photo Department. Specifically, this imaging work currently includes the receiving of photos and reflective material (e.g., line art and hard copy photos) from a variety of sources, the scanning of such material and the conversion to either gray scale for black and white images or to a "cmyk" scale using color separation techniques for color images. It is understood that this imaging work may change in the future given the constant changing technology.
2. Both BGEA bargaining unit employees (primarily Imaging Technicians) and employees represented by other Globe unions will share and be able to interchangeably perform all imaging work performed in the Imaging Center, except that only BGEA employees will perform work that requires editorial judgments or decisions. This editorial work includes, but is not limited to, caption writing, in house photography and film editing. BGEA technicians will be trained in color correction, and will continue training and participating in advances in digital imaging and the resultant workflow (i.e. the increased use of digital cameras). All employees working in the Imaging Center, regardless of bargaining unit, will be appropriately trained as the changing technology requires, except only BGEA employees will be trained for the above described work requiring editorial judgments or decisions.
3. It is understood that all imaging work which has been historically within the exclusive jurisdiction of the BGEA shall remain as such subject only to the work sharing described in this agreement.

4. The Globe agrees that no named current part time BGEA Imaging Technician shall be laid off as a direct result of the merging of work nor shall an Engraving Department substitute employee be employed in the Imaging Center to reduce the hours otherwise worked by the named current part time Imaging Technicians. If during the life of this agreement either or both of the named current part time Imaging Technicians become full time Imaging Technicians, he/they shall be protected from lay off for the duration of this Agreement and as long as he/they remain full time Imaging Technicians. In addition, the one current full time Imaging technician who does not have a job guarantee will be added to the Job Security List.
5. All BGEA Imaging Technicians will maintain their BGEA bargaining unit contractual rights, including but not limited to seniority separately from that of employees in other bargaining units working in the Imaging Center. Such separate bargaining unit seniority will be used for shift scheduling, holiday scheduling and vacation scheduling as is otherwise provided in Article III, Section 5 of the collective bargaining agreement.
6. The Globe and the Union shall form a committee, composed of three persons for each party, which shall meet upon request of either party to review the implementation of the shared Imaging Center and discuss any questions or concerns arising from its ongoing operation. The committee shall refer any agreed upon recommendations to the Globe and the Union.
7. This Agreement shall survive this collective bargaining agreement and shall continue in effect as long as the shared work arrangement in the Imaging Center continues. The Globe shall give the Union at least thirty (30) days notice if ever it plans to discontinue the shared work arrangement in the Imaging Center. The parties shall then meet to discuss the effects of the termination of this Agreement. Furthermore, if either party so desires, it may propose changes to this Agreement at the conclusion of the successor collective bargaining agreement to the one currently under negotiation (covering 1998-2000) and such proposed changes shall be included in the overall negotiations for such successor contract.

**Globe Newspaper Company, Inc.  
BGEA/TNG-CWA Local 31245**

April 21, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245

RE: Increase in Pension Cap

Dear Bob:

This will confirm that during negotiations for the 1998-2000 collective bargaining agreement that the Globe and the Union have agreed that the increase in the salary cap for the pension from the current \$55,000 to \$65,000 shall be effective upon ratification and signing of the contract. The parties have further agreed that any bargaining unit employees who retired January 1, 1999 and thereafter who would benefit from the increase in salary cap would have their pensions adjusted to reflect the increase effective for the month following signing of the contract. It is understood and agreed that this pension adjustment will be paid separately from the monthly check from the pension fund and shall be paid from the company's operating funds.

Very truly yours,

Gregory L. Thornton

**AGREED: BGEA/TNG-CWA Local 31245**

April 21, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245

RE: 1999 Health Fund Contribution

Dear Bob:

This will confirm that the Globe has agreed that commencing May 1, 1999, over a one year period, it will pay \$220,000 (in twelve equal monthly installments of \$18,333.33) into the Globe/BGEA Health Fund as part of the negotiated quid pro quo. The Globe will pay this money retroactively for May 1<sup>st</sup>, provided the parties' tentative agreement, which was reached prior to May 1<sup>st</sup>, is ratified by the Union membership on or about May 25, 1999. If the agreement is not ratified at that time, the 1999 \$220,000 payment would then be prorated from the time of actual ratification.

Very truly yours,

Gregory L. Thornton

March 16, 1999

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

Dear Bob:

This will confirm that the parties have agreed to implement the following agreed-upon changes and side agreements to the collective bargaining agreement being negotiated:

1) Return Room Messenger — Effective pay period beginning Sunday, March 21, 1999 the contractual pay rate for the position of "Return Room Messenger" will be adjusted as provided for in paragraphs 1 and 2 of the attached agreement dated February 24, 1999. In addition, the bonus payments provided in paragraph 3 of that agreement will likewise be paid on or about March 31, 1999. Paragraph 5 will also be implemented. Retroactive pay, as provided in paragraph 4 of that agreement, will be implemented at such time as the overall collective bargaining agreement is ratified and signed.

2) Photo Resale — Effective April 4, 1999, the attached Article VIA, Section 12C shall be implemented. The parties further acknowledge that it may take additional time for the required salary adjustment calculation to be made for each eligible photographer and technician but that this shall not delay the implementation of this new provision.

This agreement is without prejudice or precedent in these and any future negotiations.

Very truly yours,

Gregory L. Thornton

**AGREED: BGEA/TNG-CWA Local 31245**

## RETURN ROOM MESSENGER - RESOLUTION

The Globe and the Union agree to the following to resolve Grievance No.94-17/Circulation Functions and in exchange for the Union's agreement to other negotiated quid pro quo contract changes:

1. The contractual rate of pay for the position of "Return Room Messenger" will be adjusted as follows:

	1st	2nd	3rd
January 1, 1997-December 31, 1997	\$351.79	\$395.69	\$434.59
2. In addition, the Globe will add \$70/week to the differential merit pay of the two grandfathered full time employees in the Return Room and \$1.8667/hour to the differential merit pay of the three grandfathered part time employees.
3. The Globe will also pay the following one time only bonus amounts to the current Return Room employees: Grandfathered full time — \$2000 each; Grandfathered part time — \$1000 each; 3<sup>rd</sup> step marketplace wage adjusted employees — \$700 each; 2<sup>nd</sup> step marketplace wage adjusted employees — \$525 each; 1<sup>st</sup> step marketplace wage adjusted employees — \$350 each. The list of employees eligible for these one time payments is attached.
4. It is understood and agreed that these bonus amounts are exclusive of retroactive pay which would be due to these listed employees for calendar year 1998 and 1999 (until such time as the negotiated wage increases are implemented). Retroactive pay for these employees will be calculated in the following manner: a) for 1998 the negotiated wage increase will be added to the current contract rates (not the above negotiated improved rates); b) for 1999 the negotiated wage increase will be added to the rates described in paragraphs 1 and 2 above.
5. Based on this Agreement the Union deems Grievance 94-17/Circulation Functions to be resolved and will so notify the American Arbitration Association.

**BGEA/TNG-CWA LOCAL 31245  
GLOBE NEWSPAPER COMPANY, INC.**

April 21, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245

RE: Purchase of New Photography Equipment

Dear Bob:

This will confirm that the Globe has agreed to continue the current practice whereby full time and regular part time photographers are eligible for payments of up to \$2500.00 annually for the purchase of new photo equipment needed for the performance of their Globe job. Any unused annual photo allowance amount may be banked by each photographer for use in any subsequent year(s) for up to five (5) years on a rolling basis. All purchases must be approved in advance by the department head.

Very truly yours,

Gregory L. Thornton

April 21, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA, Local 31245

RE: Special Incentive Salespersons

Dear Bob:

This is to confirm that the parties have negotiated and agreed upon the following terms and conditions for new hires in the job category of "Special Incentive Salespersons":

1. There may be both full and part-time employees employed in the position. For 1998, there will be a cap of eight (8) and for 1999 there will be a cap of an additional ten (10) new hires in this position. The Globe may "bank" up to six (6) unused hires from 1998 for use in 1999 (for a total of 16 potential new hires), and may bank all unused hires from 1999 for the year 2000, with the understanding that there will be a cap of no more than twenty (20) total hires in this job category by the end of 2000, with no cap on the number employed thereafter.
2. The rate of pay for the term of the contract shall be as follows:

First Year	\$500.00/wk
Second Year	\$530.00/wk
Third Year	\$565.00/wk
Fourth Year	\$600.00/wk

This rate will not be subject to the general wage increase negotiated effective January 1, 1999, but will receive the general wage increase effective January 1, 2000. Thereafter, the issue of wage rates for this new job category will be included in the overall bargaining process. In addition to the base wage rate, the Employer shall maintain a commission program structured such that there is an incentive for a reasonably successful Special Incentive Salesperson to earn a total of between \$800 to \$1,200 per week and more in both salary and commission together. The type of commission program and changes therein, and decisions with respect to the administration of any such programs, shall be determined solely by the Employer. The Globe will provide the Union and the affected employees with a copy of the commission program and any subsequent modifications to it seven (7) working days prior to the modifications taking effect.

3. A record of all sales and commissions, including accounts for which commissions were earned, shall be compiled monthly and copies shall be given to the respective employee. This information shall be provided to the Union upon request. Commissions will be paid monthly, in the month following the sale. The Globe will make every practical effort to pay the commission no later than six (6) weeks after the sale.
4. For the duration of this contract the Special Incentive Salespersons will be limited to selling to "Local Retail advertisers" only. That group is currently defined as those retail and general advertisers whose prior calendar year spending in the Globe was less than \$200,000. The definition of "Local Retail advertiser" may be changed once a year by no more than ten per cent (10%) up or down. The Union shall be notified thirty (30) days in advance of such change, if any. Thereafter, the issues of any change in the definition of "Local Retail advertiser" and the ability of Special Incentive Salespersons to sell to non Local Retail advertisers will be included in the overall bargaining process.
5. When an account sold and serviced by a Special Incentive Salesperson becomes a larger Globe advertiser (as defined by calendar year spending greater than the level then currently established for a "Local Retail" advertiser in paragraph 4 above) it will be transferred to an Outside Salesperson for continued sales and service.
6. New hires in this category shall have a probationary period of six months. Discharges during this period shall not be subject to review by the Union nor subject to the Grievance and Arbitration procedure under Article XI. The Globe may terminate any Special Incentive Salesperson for failure to maintain reasonable, written minimum sales goals as established by the Globe. Such failure will constitute just cause for dismissal.

The Globe may change its written Commission sales goals from time to time. Upon request the Globe will provide those minimum goals to the Union. A Special Incentive Salesperson after his/her probationary period, will have at least 30 working days to meet such minimum goals prior to being subject to discharge.

7. For the duration of this contract and the successor contract, first consideration to fill at least one (1) or twenty per cent (20%) (whichever is more) of the Special Incentive Salesperson positions filled per year will be given to a qualified current Advertising Department bargaining unit employee (including Inside Sales, Special Projects Group and Outside Sales). If applicants from two of the three groups are chosen for a Special Incentive Salesperson position, an applicant from the third group

only will be given first consideration for a position in the following year. The Globe will interview at least one (1) applicant from each of these three Advertising areas (provided there are applicants from each group) for each posted position.

Any current Advertising Department employee who is selected to fill a Special Incentive Salesperson position may return or be returned to his/her former position if either the employee or the Globe so chooses during their first six (6) months of employment as a Special Incentive Salesperson. The rate of pay shall be as though the employee never left. There shall be no break in continuity of service for such employees.

8. Except as provided in Section 6, all Commissioned Outside Salespersons shall come under the same contractual provisions (including benefit entitlements and grievance and arbitration rights) as other bargaining unit employees.
9. All current (by name) Outside Advertising Salespersons (the "grandfathered Outside Advertising Salespersons") will be guaranteed their current rate of pay (as of January 1, 1999) plus future negotiated salary increases, if any, equivalent to those negotiated for the entire bargaining unit for the next ten (10) years, (beginning January 1, 2000 through December 31, 2009) provided they remain in the Outside Advertising Salesperson position. After the ten (10) year period, the issue of wage rates for these named Outside Advertising Salespersons will be included in the overall bargaining process.
10. For purposes of Article III, Section 1(B) only, "Layoffs", the "Special Incentive Salespersons" shall be considered to be in the same job classification as "Outside Advertising Salespersons" (for example, if any layoff became necessary, the less senior Special Incentive Salespersons would be laid off prior to non-job guaranteed Outside Advertising Salespersons).

Very truly yours,

Gregory L. Thornton

**AGREED: BGEA/TNG-CWA Local 31245**

April 21, 1999

Robert A. Jordan, President  
BGEA, Local 245 TNG

RE: Additional Exempt Confidential Secretaries

Dear Bob:

This will confirm that the parties have agreed that the cap of nine (9) Confidential Secretaries as provided for in our Unit Clarification Settlement Agreement shall be increased to fourteen (14) such secretaries to be excluded from the unit. The Globe agrees that no current secretary who is employed in a bargaining unit secretarial position which the Globe chooses to make exempt under this proposal shall be required to become exempt, nor shall he/she be required to transfer from his/her current position.

The Globe annually shall furnish the Union with a list of those employees (including titles of exempt managers and/or departments for whom they currently perform duties).

Very truly yours,

Gregory L. Thornton

**AGREED: BGEA/TNG-CWA Local 31245**

April 21, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245

RE: Sales Supervisor Positions

Dear Bob:

This will confirm that during the negotiations for the 1998-2000 collective bargaining agreement that the parties have agreed to an adjusted wage scale for the bargaining unit positions of "ACU Supervisor" and "Sales Support Supervisor" in the Advertising Department. This new wage scale would only apply to marketplace wage adjusted employees (primarily clerks) and "grandfathered" part time employees promoted into those positions and any new hires for those positions. "Grandfathered" full time employees, if promoted into those positions, would receive the higher wage scale. Incumbents in those positions will continue to receive the higher wage scale as well. The new wage scale is:

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Effective 1/1/97	\$675	\$775	\$875

Very truly yours,

Gregory L. Thornton

**AGREED: BGEA/TNG-CWA Local 31245**

May 5, 1999

Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245  
645 Morrissey Blvd.  
Dorchester, MA 02122

RE: Grievance/Issue Resolution Committee

Dear Bob:

The Globe and the Union agree to form a Grievance/Issue Resolution Committee which will meet as soon as is convenient after ratification of the tentative agreement for a new contract by the Union's membership. This committee will be composed of three members from the Globe and three members from the Union as selected by each respective party.

The purpose of this joint committee will be to address outstanding grievances and other issues that either party presents to the committee.

The agenda for such a committee meeting(s) will be mutually agreed upon by the parties. Any resolutions of grievances or issues must also be mutually agreed upon, and are subject to final approval by the Union's Executive Committee and the Globe's Employee Relations Department.

Very truly yours,

Gregory L. Thornton

**AGREED: Robert A. Jordan, President  
BGEA/TNG-CWA Local 31245**

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: Telemarketing Positions

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Dear Bob:

This is to confirm that the parties have negotiated and agreed upon the following terms and conditions for Telemarketing Salespersons in the Advertising Department.

- 1) For 1995 and 1996, there will be a cap of up to ten (10) regular full-time, and ten (10) part-time employees employed as Telemarketing Salespersons. Thereafter, there may be both full and part-time employees employed in that position, with no cap on the number employed.
- 2) The rate of pay for the term of the contract currently being negotiated shall be as follows:

First year	\$12.00/hr \$450.00/wk
Second year	\$12.50/hr \$468.75/wk
Third year	\$13.00/hr \$487.50/wk
Fourth year	\$13.50/hr \$506.25/wk

Part-time employees shall move from the first to second year steps pursuant to Article XIV, Section 1(D) of the contract. They shall not be eligible for third and fourth year steps. Full-time employees shall move through the four (4) steps pursuant to Article VI. In addition to the base wage rate, the Employer shall maintain a commission program structured such that there is an incentive for a reasonable successful telemarketing salesperson to earn a total of between \$20.00/hour and \$25.00/hour or more. The type of incentive program and changes therein, and decisions with respect to the administration of any such programs, shall be determined solely by the Employer. The Globe will provide the Union and the affected employees with a copy of the commission program and any subsequent modifications to it seven (7) working days prior to the modifications taking effect.

- 3) A record of all sales and commissions, including accounts for which commissions were earned, shall be compiled monthly and copies shall be given to the respective employee. This information shall be provided to the Union upon request. Commissions will be paid monthly, in the month following the sale. The Globe will make every practical effort to pay the commission no later than six (6) weeks after the sale.

- 4) The Telemarketing Salespersons will be primarily responsible for the telephone sales of all non-classified advertising to new, infrequent (advertisers who have advertised less than six times in the previous year) or non-contract advertisers only. A Telemarketing Salesperson may call frequent and/or contract customers for special projects only, with the consent of Advertising management. They will not sell advertising in the classified slugged sections of the newspaper for the categories listed and defined by the Classified Advertising rate book, except as provided for in Section 5 below. This includes any classified advertising category as defined above, regardless of position in the newspaper.
- 5) Solicitation of new directory accounts and expansion and renewal of existing directory accounts will be performed by telemarketing salespersons. The production of copy and servicing of existing directory accounts (other than taking orders for new business) will continue to be assigned to Inside or Outside Sales or Advertising Department clerks, whichever is appropriate, for continued sales and service.
- 6) When an account sold and serviced by a Telemarketing Salesperson becomes a regular Globe advertiser, as determined by Globe Advertising management, it will be transferred to Inside or Outside Sales, whichever is appropriate, for continued sales and service.
- 7) The Globe will offer the opportunity for current Inside Telephone Salespersons to fill, on a voluntary basis both full and part-time Telemarketing sales position. Any part-time Inside Telephone Salesperson who is selected to fill a Telemarketing position will be offered a full-time position. Any Inside Telephone Salesperson who is selected to fill a Telemarketing position may return or be returned to Inside Sales if either the employee or the Globe so chooses during the first six months of employment in Telemarketing Sales. Such employee shall return to his/her previous job, and the rate of pay shall be as though the employee had not left. There shall be no break in continuity of service for such employees.
- 8) New hires in this category shall have a probationary period of six months. Discharges during this period shall not be subject to review by the Union nor subject to the Grievance and Arbitration procedure under Article XI. The Globe may terminate any Telemarketing Salesperson who did not transfer from Inside Sales for failure to maintain reasonable, written minimum telemarketing goals as established by the Globe. Such failure will constitute just cause for dismissal. The Globe agrees that no full-time telemarketing salesperson who was promoted from part-time status shall be terminated for failure to maintain reasonable telemarketing

goals without first being given one (1) written warning. Any transferred Inside Salesperson who fails to meet such goals will be returned to his/her former part-time or full-time Inside Sales position.

The Globe may change its written telemarketing goals from time to time. Upon request, the Globe will provide those minimum goals to the Union. A telemarketing salesperson, after his/her probationary period, will have at least 30 working days to meet such minimum goals prior to being subject to discharge.

- 9) A committee of no more than three (3) representatives of the Union and the Globe respectively will meet at the request of either party to review any aspect of the telemarketing operation. The committee may make mutually agreed-upon advisory recommendations, if any, to the Globe. Those advisory recommendations may include, but are not limited to, reviewing whether the existing commission structure is designed to allow a reasonably successful telemarketing salesperson to earn between a total of \$20.00 and \$25.00 per hour, including commission.
- 10) Except as provided for in Sections 7 and 8 above, all telemarketing salespersons shall come under the same contractual provisions, including grievance and arbitration, as other employees.
- 11) This new position will not replace the Globe's traditional Inside or Outside Sales departments.

Sincerely,

Gregory L. Thornton

June 7, 1995

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE:            Inside Sales Department

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Dear Bob:

This will confirm that the parties have negotiated and agreed upon the following terms and conditions for the Inside Sales Department, in conjunction with the separate side letter on Telemarketing Salespersons.

- 1) There will be one Inside Telephone Advertising Sales Department which will include four (4) current BGEA wage classifications in addition to current exempt positions (Appendix A) and future exempt positions created pursuant to Article X, Section 5(D) as follows:
  - a. Inside Telephone Advertising Sales Supervisor. (duties and responsibilities outlined in parties settlement agreement effective May 1, 1995).
  - b. Level 3 — Classified. (encompasses all current full and part-time Inside Telephone Advertising Salespersons and traditional classified areas of sales- help wanted, market basket, real estate, automotive and miscellaneous. These employees will be paid at the same 4 steps and salary grades as provided in Article VI for Inside Telephone Advertising Salespersons).
  - c. Level 2 — Telemarketing (see separate side letter on Telemarketing Salespersons).
  - d. Level 1 — Advertising Clerk. (the Globe may assign any clerical tasks currently performed in the department to persons in these positions to help assist either Level 2 or Level 3 employees to help free up such sales personnel for direct selling tasks. The Globe may assign Level 1 clerks to any area of advertising.
- 2) There will be no limit to the number of Level 1, 2, or 3 job positions- such staffing will be determined by the employer; however, for 1995 and 1996 the Globe will agree to limit Level 1 jobs in Inside Sales only to seven (7) full-time positions and ten (10) part-time positions. The

Globe will phase in Level 2 Telemarketing sales positions pursuant to paragraph 1 of the parties Telemarketing Side letter agreement for 1995 and will limit itself to that number for 1996. Thereafter staffing for all of these levels will be determined by the Globe.

Current incumbents will be slotted into the levels and grades their service would earn. Inside Sales employees who wish to move from either Level 2 or 3 into the other sales level under the applicable pay and/or commission plans for that level may do so, provided there is an opening available, the employee is qualified and the employer agrees to such a transfer request. The Globe will provide a reversion period as outlined in paragraph 7 of the parties Telemarketing side letter agreement.

- 3) No Inside Sales employee (full and part time) will have his/her hours reduced as a direct result of the Globe's expansion of telemarketing. This does not preclude any reduction in part-time hours as a result of other business reasons.
- 4) The Globe will agree to limit the number of less than full (seven and a half hours) shifts on a departmental basis scheduled for Level 3 - Classified part-timer employees to no more than fifty (50) percent of all part time shifts worked on an annual department wide basis.
- 5) The Globe will agree to change Level 3 - Classified part time hours scheduling from the current 2 weeks to 4 weeks (except in instances of filling in for sick or emergency single vacations days or in other emergency situations).

Very truly yours,

Gregory L. Thornton

February 5, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: New Advertising Department Job Classifications

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Dear Bob,

This will confirm that the parties have negotiated and agreed upon the creation of the following two new advertising department job categories: Sales Coordinator and Production Coordinator. The following job descriptions outline the duties of each new position as well as a description of the advertising clerk position duties. The Sales Coordinator position can perform its function in support of Outside Sales functions only. The Production Coordinator can perform its function in support of both Inside and Outside Sales. The Production Coordinator job description relative to Inside Sales is attached as part of Appendix A to the Inside Sales Memorandum of Agreement. As both the Sales Coordinator and Production Coordinator jobs are higher rated than the clerk position, they would also be able to routinely do clerical functions as well.

Sales Coordinator - Various sales support and marketing tasks including, but not limited to, new sales prospecting, marketing and sales analysis reporting, assistance in preparing marketing collateral materials and presentations, assistance in contract renewal and fulfillment process, handling of inbound sales inquiries, customer service and occasional field work.

Production Coordinator - Various production tasks that include, but are not limited to, electronic formatting including multi-column ads, scanning, electronic composition, routing, proofing, revising and outputting of advertisements. (outside sales)

The new rates for these two positions would be as follows: (effective 1/1/95)

First year step	\$475.00/wk
Second year step	\$530.00/wk
Third year step	\$590.00/wk
Fourth year step	\$650.00/wk

All clerks who are currently receiving differential merit pay pursuant to Section II ("marketplace wage adjusted classifications") of the 1990 Supplemental Agreement who are promoted into either of these two new positions will not be paid at the above rates but instead will continue to carry their current "differential merit pay" and will be paid an additional \$85 per week. However, if such a clerk is promoted or transferred into any other non-marketplace adjusted wage job classification they will not continue to carry their "differential merit pay" or the \$85.00 premium.

There shall be no minimum or maximum on the number of employees selected by management to fill the new Sales Coordinator and/or Production Coordinator positions.

Non-grandfathered clerk rates would remain as provided in the contract re their marketplace adjusted rates.

The Globe and the Union agree that the position of Advertising Contracts, Display will be eliminated although the current two (2) incumbents will be grandfathered at their current rate and will continue to receive applicable general contract increases.

Very truly yours,

Gregory L. Thornton

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: "Quid Pro Quo" Changes

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Dear Bob,

In exchange for the Union's agreement to certain changes in the collective bargaining agreement as listed below, the Globe agrees to pay a one time quid pro quo of \$142,500 (prorated for 1997 from date of signing of the collective bargaining agreement) based on 38.8% of the estimated cost savings to be achieved from these changes:

- a) Flexibility in redefining clerical and new Sales and Production Coordinator positions pursuant to Globe's proposed side letter and Inside Sales Memorandum of Agreement on this issue.
- b) Editorial flexible assignments for layout/makeup/slot and copy editor positions. Article VII, Section 17 per attached new language.
- c) Globe proposal on Employee Performance Evaluation. (Article VII, Section 7)
- d) Globe proposal on indirect substitution. (Article XIV, Section 2(A) (iii)).
- e) Probationary period of 160 calendar days for part-time employees. (Article XIV)

It is understood and agreed that these quid pro quo monies will be contributed to the Globe-BGEA Taft Hartley Health Fund. These monies will be used to help fund health benefits for part-time employees and/or a dental plan for employees. The parties agree to change all references in Article V, Section 8(E) "Health Insurance" from "employee" to "bargaining unit employee".

It is understood and agreed that the Globe shall also deduct from the Union's quid pro quo of \$142,500 (prorated from date of signing) the difference between \$60,000 (the amount originally estimated to pay for the pagination retraining bonus) and the amount actually expended in retraining bonus payments by December 31, 1997, and an additional \$15,000 to be with-

held for 1998 pagination retraining payments pursuant to the parties' separate side letter "New Editorial Positions/LMS Upgrade"

Very truly yours,

Gregory L. Thornton

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: "Project Fast" Shared Services Center

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Dear Bob,

This will acknowledge that the parties have agreed that Article VIII, Section 3(d), "Jurisdiction", of the collective bargaining agreement permits the Globe to have certain business functions performed outside the bargaining unit in the New York Times Corporate Shared Services Center in Norfolk, Virginia as follows: Controller's office, Payroll, Accounts Payable, Personnel, Benefits and Purchasing. Any full-time Globe employee impacted by the movement of bargaining unit work to the Shared Service Center will be protected under Article VIII, Section 4, "Job Security and Retraining". Personnel will make every reasonable effort to re deploy part-timers impacted by the change to available jobs in other departments.

Very truly yours,

Gregory L. Thornton

**AGREED: Robert A. Jordan, President  
BGEA, Local 245/TNG**

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: Part-Time Hours

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Dear Bob,

During the life of this agreement, at either party's request, the parties will meet to discuss the issue of the 750 hour limitation for part-time employees. (Article XIV, Section 2A). These discussions shall be advisory only and shall not be binding unless both parties mutually agree.

Very truly yours,

Gregory L. Thornton

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: Pending Grievances - Posted Conditions

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Dear Bob,

This will confirm that the Union has agreed that following the ratification and signing of a new collective bargaining agreement for the period 1995-1997 that it will deem resolved Grievance Nos. 95-28/New By-lines and 95-41/Sales and Production Coordinator Positions and will so notify the American Arbitration Association.

Very truly yours,

Gregory L. Thornton

**ACKNOWLEDGED: BGEA/Local 245, TNG**

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE:           New Editorial Positions/LMS Upgrade

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Dear Bob,

This will confirm that the parties have agreed to create a new editorial position, "Production Editor" (for the Metro, National/Foreign, Sports, Business, Zones and Living Arts departments). This position will be paid at the rate of \$1206.35 (1<sup>st</sup> year) \$1331.87 (2<sup>nd</sup> year) for 1997 effective from the date of ratification and signing of the parties agreement. There will be thirteen (13) "Production Editor" positions posted for bid following ratification and signing of the contract. These initial thirteen (13) postings will be available to internal Editorial department applicants only and will be paid at the new 2<sup>nd</sup> year rate of \$1331.87. It is understood and agreed that this does not obligate the Globe to maintain those numbers in either position; rather the number may change in the future just as they do for other bargaining unit positions. These positions will be responsible for the oversight and flow of all paginated pages for their respective desks for the daily and Sunday newspaper.

The parties further agree to increase the top step pay rate for all "Assistant Editor" position for 1997 to \$1331.87 and to increase the top step pay rate for the Layout/Makeup/Slot position for 1997 to \$1306.87 weekly. Both of these increases will be effective upon the date of ratification and signing of the parties agreement.

In addition, any employee employed as of the date of this Agreement, classified as layout/makeup/slot, copy editor or "assistant editor", whose job duties are (or have been) altered to require them to work regularly on the pagination system will be paid a one-time "retraining" payment of \$1500 at the time of the change (or at the time of the ratification and signing of this contract, whichever is later). A list of employees who currently are eligible for this retraining payment is attached.

The Globe shall deduct from the Union's 1997 pro rated quid pro quo (\$142,500 for the full year) the difference between \$60,000 (the amount originally estimated to pay for this retraining bonus) and the amount actually expended in retraining bonus payments by December 31, 1997. In addition, the Globe shall withhold from the prorated quid pro quo an additional

\$15,000 to be used for retraining payments during 1998 to any employee whose job duties are altered by the end of 1998 to require them to work regularly on the pagination system. At the end of 1998 if there is money left from the \$15,000 withheld for retraining payments it will be paid into the BGEA/Boston Globe Taft Hartley Health Insurance Trust (the "Trust").

Upon request of the Union, the parties will meet to discuss the future eligibility of any employee employed as of the date of this Agreement for the \$1500 retraining bonus. Any disagreement will be subject to the parties' grievance and arbitration procedures.

The Union agrees that as a result of this agreement it will deem resolved Grievance No. 90-18/New Technology-Pagination and the pagination issues raised in that grievance and will so notify the AAA.

Very truly yours,

Gregory L. Thornton

**ACKNOWLEDGED: BGEA/Local 245, TNG**

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: NLRB Unfair Labor Practice Charges

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Dear Bob,

This will confirm that the parties have agreed that following the ratification and signing of a new collective bargaining agreement for the period 1995-1997 that they will mutually withdraw their respective unfair labor practice charges currently pending before Region One of the National Labor Relations Board (Case Nos. 1-CA-33,179 and 1-CB-8647).

Very truly yours,

Gregory L. Thornton

**ACKNOWLEDGED: BGEA, Local 245/TNG**

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

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RE: 401(a) Administrative Costs

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Dear Bob,

This will confirm that the parties have agreed that administrative costs for the Globe 401(a) contribution (pursuant to Article VIA, Section 6A) will be paid as follows: In 1997, up to \$7500 will be deducted from the Union's quid pro quo for 1997 to fund these additional expenses. Thereafter, the Globe will pay a maximum of up to \$5000 in additional administrative costs for the 401(a) contribution activity only based on the difference between 1996 actual plan administration costs and the charges in those subsequent years for the same level of administrative services as in 1996, which will also be included in the 401(a) offset calculation in Article IX, Section 5D.

Very truly yours,

Gregory L. Thornton

**MEMORANDUM OF AGREEMENT**  
**between**  
**GLOBE NEWSPAPER COMPANY**  
**and**  
**BOSTON GLOBE EMPLOYEES ASSOCIATION**  
**LOCAL 245, TNG**  
**(INSIDE SALES)**

This Memorandum of Agreement is made and entered into between the Globe Newspaper Company (the "Globe") and the Boston Globe Employees Association, Local 245, TNG (the "BGEA"). This Agreement is to become a part of the successor collective bargaining agreement currently being negotiated and will supplement the terms of the Globe July 16, 1995 Final Offer and Posted Conditions covering the Inside Sales Department as follows:

The parties agree that this Memorandum of Agreement supersedes the current two sideletters entitled, "Inside Sales Department" and "New Advertising Department Job Classifications" to the extent they are inconsistent with the following provisions.

1. All current (by-name) full and part-time Inside Salespersons ("the grandfathered Inside Salespersons") will be guaranteed their current (as of January 1, 1997) wage rate plus future negotiated salary increases, if any, equivalent to those negotiated for the entire bargaining unit for the next ten (10) years (beginning January 1, 1998 through December 31, 2007), provided they are in the Inside Salesperson position. Subject to the foregoing, after the passage of the ten year period, the issue of wage rates for these named Inside Salespersons will be included in the overall collective bargaining process. This is not a guarantee of hours or work unless otherwise specified in the parties' agreement.
2. The Globe may hire new full-time and part-time Inside Salespersons for "outbound calling" at the same rate of pay as the Special Projects Group (currently \$462.49/1st year to \$520.30/4th year). The Globe may also hire new full-time and part-time Classified Inbound Salespersons (currently includes major account group, core account, and customer service groups) at the rate of \$550/wk 1st year, \$575/2nd year, \$600/3rd year and \$625/wk 4th year. The Globe shall have the right to and will establish commission/incentive programs consistent with contractual provisions for these new job categories which will be higher than that paid to the "grandfathered" salespersons. The Commission Program for Classified Outbound will be structured such that

there is an incentive for a reasonably successful outbound salesperson to earn a total of \$20.00 to \$25.00 an hour (salary plus commission combined). This specific provision is not subject to renegotiation through December 31, 2007, except that negotiated wage increases will be applied to the respective rates (beginning January 1, 1998).

For five years, new full-time employees may only be hired on a one-for-one replacement basis for grandfathered full-time employees who are attrited from the Inside Sales position. Attrition will be defined to include those persons who voluntarily resign from their Inside Salesperson position because of retirement, buyout, or who voluntarily leave the Globe's employ or who voluntarily take a position other than Inside Salesperson within the Globe. It shall also include termination for just cause and death and employees who are on either Worker's Compensation or LTD for twelve months or longer. Employees out on Workers Comp or LTD may return to their Inside Salesperson's position as would otherwise be the case. Such employees will return to their grandfathered status. Voluntary transfers of full-time grandfathered Inside Sales people to Classified Outbound will also count toward this attrition. After five years, there shall be no cap on new full-time hires.

3. Volunteers from the grandfathered part-time Inside Sales will be offered first opportunity to work in the Classified Outbound group. The Globe will have the right to select those it deems potentially qualified to perform the work. The selection will not be arbitrable. The Globe will guarantee a minimum of 20 hrs./wk. at their current pay rate (\$25.63/hr.- top scale) which will be frozen until the new outbound two-tier rate catches up to the frozen rate. Any full-time grandfathered Inside Salesperson who transferred to Classified Outbound would be paid at the current pay rate (\$961.26/wk. - top scale) which would be frozen until the outbound two-tier rate caught up. The Globe will establish a commission structure based on that in effect for the Special Projects Group (with the higher frozen pay differential as an offset against commissions). Any grandfathered Inside Telephone Salesperson who is selected to fill a Classified Outbound position may return or be returned to Inside Sales if either the employee or the Globe so chooses during the first six months of employment in Classified Outbound Sales. Such employee shall return to his/her previous job and the rate of pay shall be as though the employee had not left. There shall be no break in continuity of service for such employees.

New hires in Classified Outbound shall have a probationary period of six months. Discharges during this period shall not be subject to re-

view by the Union. The Globe may terminate any Classified Outbound Salesperson who did not transfer from Inside Sales for failure to maintain reasonable, written minimum sales goals as established by the Globe. Such failure will constitute just cause for dismissal. No full-time Classified Outbound Salesperson who was promoted from part-time status shall be terminated for failure to maintain reasonable sales goals without first being given one (1) written warning. Any transferred Inside Salesperson who fails to meet such goals will be returned to his/her former part-time or full-time Inside Sales position.

The Globe may change its written Classified Outbound Sales goals from time to time. Upon request, the Globe will provide those minimum goals to the Union. A Classified Outbound Salesperson, after his/her probationary period, will have at least 30 working days to meet such minimum goals prior to being subject to discharge.

4. Pursuant to Article XIV, Sections (f) and (G) grandfathered part-time Inside Salespersons will be notified three (3) weeks in advance of a total lay-off (as defined by having no shifts available for four (4) or more weeks). They will have one (1) week to notify the Globe if they wish to bump any part-time Advertising clerk (Inside and Outside Sales), including but not limited to those paid marketplace adjusted wage rates, with less Globe seniority (defined as years of actual Globe bargaining unit service). They will receive all necessary training during the next two (2) weeks, during which they would have to demonstrate they are capable of performing the work for which they have been trained. This training will be done on scheduled work time. They would be paid at the then current rate of pay for grandfathered Inside Salespersons which would be frozen until the highest two-tier clerical rate caught up to their frozen rate, which would then move forward. They would have the right to revert to part-time Inside Salesperson position as they became available at the grandfathered rate for then guaranteed Inside Salespersons. The Globe will make a reasonable effort to make available computer training as would be needed for these positions and to perform substitution under paragraph (5) below, provided such training is done on the Inside Salesperson's own time.
5. The one non-guaranteed full-time Inside Salesperson, Mary Bentson, will be added to the list of job guaranteed employees (Exhibit A to the expired contract) when and if a job guaranteed full-time Inside Salesperson is removed from the list for any reason (resignation, death, etc.), provided she is employed as a full-time Inside Salesperson. If before she is added to the list, there is a lay-off situation she would be able to bump another non-guaranteed Advertising full-time clerk, pro-

vided she had more bargaining unit seniority, and subject to the same notice and training period provisions as in paragraph 4 above. She would be paid at her current Inside Salesperson rate which would be frozen until the top rate for her two-tier clerical position caught up, which would then move forward. She would have the right to revert to Inside Salesperson full-time position if one becomes available at the then Inside Salesperson guaranteed rate.

6. The Globe will offer the grandfathered part-time Inside Salespersons the opportunity to substitute for fifty percent (50%) of all replaced absences of Advertising clerks (Inside and Outside) as averaged over a calendar year's period subject to the following guidelines: a) the Globe maintains its right to determine if all (or part) of an absence is to be covered; b) the Globe has right to select which part-time Salespersons will be offered substitution opportunity based upon their skills and ability to perform the substitute work (the Globe will distribute the opportunities in a reasonably equitable manner with due regard to seniority except in those cases in which skill and ability are relatively equivalent, seniority shall prevail); c) the Salesperson will be paid at the top two-tier clerk rate plus Ten Dollars (\$10.00) per each shift worked; and d) the Salesperson may perform Inside Salesperson work for one or more shifts per week at her guaranteed Inside Salesperson rate of pay as necessary and as scheduled by the department. All offered substitution opportunities, even if rejected, will count toward the fifty percent (50%) obligation. The Globe will supply the Union with data which tracks such substitute opportunities and review it with the Union every six months.
7. The Globe will first offer the grandfathered part-time Inside Salespersons the opportunity to substitute for all replaced absences of full-time Inside Salespersons, subject to the Globe's right to determine if all (or part) of an absence is to be covered. If no grandfathered part-timers are available to substitute, newly hired part-timers will then be offered the opportunity.
8. Effective upon signing and ratification, for a twenty-four (24) month period, for any week in which a name part-time Inside Salesperson's work opportunities fall below twelve (12) hours per week, the Globe will pay them the difference in their actual hours and the pay for twelve (12) hours up to One Hundred Dollars each week up to a maximum of \$2,500/year per employee for a maximum of \$5,000 total per employee.

It is understood that the term "work opportunities" includes not only work offered within Inside Sales but all work offered under Paragraph (6) of the Agreement.

These payments shall not be made for weeks which are part of the annual seasonal downturn (defined as the week after Thanksgiving through the last week of December) nor shall it apply to a significant downturn in Classified advertising lineage as a result of business conditions (defined as at least a twenty percent decrease in total Sunday Classified Ad pages compared to the prior year over at least an eight week consecutive period).

9. No newly hired part-time Inside Salesperson will be offered one (1) or more work opportunities per week unless all grandfathered part-time Inside Salespersons have first been offered at least two (2) work opportunities per week, of at least six (6) hours each, and up to seven and a half hours, exclusive of overtime. All offered opportunities, even if not accepted, will count toward the foregoing requirement. These work opportunities will be offered based on seniority among the grandfathered part-time Inside Salespersons as is the current practice. In no event shall a newly hired part-time Inside Salesperson be offered more hours in a week than the least senior grandfathered part-timers. Seniority shall prevail for work opportunities offered beyond two (2) per week to any part-time Inside Salesperson and for all work opportunities offered to newly hired Inside Salespersons. This section is intended only to provide an assurance of priority of allocation of available work opportunities.
10. The Globe will continue to make available the following full shifts for the grandfathered part-time Inside Salespersons for the time periods as follows: a) no less than 8 shifts Thursday night, 3 shifts Saturday and 3 shifts Sunday for the remainder of 1997; b) no less than 4 shifts Thursday night, 3 shifts Saturday and 3 shifts Sunday for 1998; and c) no less than 2 shifts Thursday night, 3 shifts Saturday and 3 shifts Sunday for the remainder of the successor contract to the one currently being negotiated.

Grandfathered part-time employees who currently work on either Thursday night, Saturday or Sunday as their first scheduled work opportunity who do not get offered one of those shifts as their first scheduled work opportunity will be offered one Inside Salesperson full shift work opportunity on a different shift as their first scheduled work opportunity.

11. The parties recognize that the primary responsibility of Inside Classified Salespersons is to generate advertising revenue through the telephone sales and service of advertising accounts. The parties further recognize that the functions of the Advertising Clerks and/or Production Coordinators as outlined in the attached Appendix A are to provide support to the Inside Classified Salespersons. In the future, if the Union believes that any specific Globe assignment(s) of work violates the terms of Appendix A, it may grieve and arbitrate those assignments pursuant to the parties' grievance and arbitration procedure.
  
12. The Globe may establish basic minimum performance standards for all Inside Classified Salespersons provided such standards are reasonable. Immediately following ratification, the parties will form a joint "performance standards" committee with three representatives from the Inside Sales department staff and three members of Advertising management. That committee will have ninety days to formulate performance standards. If the joint committee reaches agreement on standards during this period, the parties shall recommend approval of their agreement to the Globe and BGEA Negotiating Committees. If by the end of the 90 day period the parties are unable to agree on the proposed standards, the Globe shall have the right to implement the standards it deems to be reasonable. The Union may refer the issue of the reasonableness of the standards adopted by the Globe to the parties' grievance-arbitration procedure based on this memorandum and Article VIII, Section 8. The Globe may not use the proposed standards for purposes of progressive discipline for a period 9 months from the date they are implemented or until January 1, 1998 whichever is later, unless an arbitrator rules on their reasonableness prior to either of those dates. During this time the Globe may use its proposed standards for all other purposes, including commission/incentive programs pursuant to Article VII, Section 16 and for working with employees during this period to help them reach the standards. The Globe agrees that the minimum performance standards under which employees will be eligible for a commission will be higher than those under which they maintain a minimum level of acceptable performance.. The committee will also continue to meet during the above period to review the standards and the employees progress in meeting the standards. The application of such standards for commission/incentive programs shall not be subject to arbitration under this Section.

Following implementation of the performance standards, the performance standards committee shall, on a monthly basis, review employee performance results, whether the standards were reasonable for the month given current business conditions, and whether any exceptions

**GLOBE NEWSPAPER COMPANY  
BOSTON GLOBE EMPLOYEES ASSOCIATION LOCAL 245, TNG**

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

RE: Inside Sales Agreement Implementation

Dear Bob:

This will confirm that as a result of the parties' agreement relative to the Inside Sales Department that certain changes such as duties and responsibilities of specific positions and the introduction of performance standards will occur in the department.

The Globe expects that a number of these changes will occur gradually over time and will keep the Union informed prior to implementation of these changes and will maintain a dialogue with the Union regarding such implementation.

Very Truly Yours,

Gregory L. Thornton

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

RE: Inside Salespersons' Shift Reallocation

Dear Bob:

This will confirm our understanding that as a result of certain changes in the Inside Sales Department that there will be a reallocation of certain part-time Inside Salesperson shifts which are currently scheduled for Thursday nights. It is the Globe's intention not to eliminate these shifts but rather to reallocate them at this time to other days and times when Salespersons are needed. Obviously any current allocation of shifts could be changed in the future as a result of a change in business conditions.

However, for the remainder of 1997 the Globe will continue to maintain at least one of the eight Inside Salesperson positions on Thursday nights for the 6:30 p.m. to 2:30 a.m. period.

Very Truly Yours,

Gregory L. Thornton

January 28, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG  
RE: "Emergency Hires"

Dear Bob:

This will confirm that as a result of the parties' agreement relative to the Inside Sales Department that the Globe may continue to employ the ten "emergency hires" it employed pursuant to the parties' July 25, 1996 Interim Agreement as regular part-time employees at their current rate of pay (pursuant to para. 3 of that Interim Agreement) and that these part-time employees will be treated as "newly hired part-time employees" for all purposes of the Inside Sales Agreement.

Accordingly, all provisions of that Interim Agreement will be superseded by the parties' new collective bargaining agreement, including the Inside Sales Agreement, upon ratification and signing of the new contract.

Very Truly Yours,

Gregory L. Thornton

**AGREED: BGEA, LOCAL 245/TNG**

## APPENDIX A

### SALESPERSONS' ACCOUNT SALES AND SERVICE TASKS

#### I. SELLING CLASSIFIED ADS

- A. MAJOR ACCOUNTS - sell and service major "higher revenue" accounts by both taking phone calls from those accounts and making outbound calls to get ads and to manage the account relationship. Work with customers on AdFax and AdFast ads which have been transferred from clerks for upselling. As time allows, assist in responding to "1500" line calls.
  - B. CORE GROUP - primarily responsible for sales and service of "1500" line customers
  - C. OUTBOUND SALES - responsible for outbound calling to specific market segments to sell new accounts into classified sections, special sections and directories. May also include selling of special sections, bannered sections and directories to existing account customers in collaboration with Inside Sales Major and Core Account Groups salespersons. (i.e. The same information about these initiatives would be provided to the Major and Core Account Salespersons so they could also sell into these sections.) "Bannered sections" and "special sections" do not include nor are they intended to replace the traditional classified slugged sections of the newspaper. To the extent that commissions for individual performance are paid to Major Account Salespersons, commission will be paid for ads sold by Outbound Salespersons to existing accounts of Major Account Salespersons.
2. AD TEXT ENTRY AND ORDERING - In conjunction with sales calls, obtaining and typing into ATEX system all information necessary from customer to order and bill ad. To also perform off-line copy processing, ad text entry, editing and ordering as needed and directed by Inside Sales management.
  3. BASIC AD FORMATTING - to be responsible for formatting of single and multi-column ads pursuant to the attached "Mechanical Regulation Proposal" guidelines, (Sections I, II, and III (1) and (2)). Training, in more complex ad formatting (Mechanical Regulation Proposal Sections III (3) through (6)) will be provided to any current salesperson who so requests. There may be times, based on the Globe's needs, that Inside Salespersons who have received such training will be called on to per-

form this work. Ads that are formatted by Production Coordinators, based on salespersons' or customer directions, will be reviewed, approved and released by Salespersons, except as prevented by production deadlines.

4. **RESOLVE CUSTOMER SERVICE ISSUES** - to make adjustments for errors in customer ads as is the current practice.
5. **AD RESEARCH AND GENERATION** - (Outbound Sales Group) - generate new business calls through review of other media and publications related to target marketed segments. (ex. Going through yellow pages to generate leads for Globe Special Section).

### **CLERICAL SUPPORT TASKS**

1. **COPY PROCESSING** - processing of electronically transmitted (such as ACI AdDirect and AP AdSend) and camera ready display ads, including but not limited to those that are generated by ad agencies. Includes taking information from customer insertion order, typing that information into Atex system to generate Globe order form which is then attached to hard copy ad. Processing ad through to the comp room through a central "traffic desk" which will be staffed by Production Coordinators who will review and approve ads before releasing to Comp Room. Electronic ads may be ordered through same process (after printing out hard copy) or electronically through system (in the future). May require phone call to agency (or customer) if information is missing from insertion order. Neither a clerk nor a Production Coordinator will perform any upselling as part of this function. This is similar to function performed by clerks in Ad Control Unit for Outside Sales. Prior to making such a phone call, clerks may also discuss questions and problems which may arise with an Inside Salesperson, a supervisor, or a manager.
2. **TEXT EDITING, ENTRY AND ORDERING** - work that is done "off-line", including faxes and other electronically received ads (such as AdFax/AdFast). Clerk will review and/or type ad from hard copy fax into system, including order information. Electronically received ads (ex. AdFax and AdFast) will be reviewed by clerk in AdCheck system and electronically transferred into Atex system. Copy and order information will be entered and edited as necessary. Currently ads are transferred to Inside Salespersons for confirmation and upselling. In the future there may be guidelines for ads which do not require upselling (such as Legal Notices and Death Notices) which then would be sent straight to the Running Ad Bank by a clerk. Neither a clerk nor a Pro-

duction Coordinator will perform any upselling as part of this function. Clerks may also discuss questions and problems which may arise with an Inside Salesperson, a supervisor or a manager.

3. **SALES ANALYSIS REPORTING** - clerically generated reports based on criteria developed by Inside Sales managers (ex. To report the average of how many insertions per real estate order have been generated over a set period) through running reports from Atex system or extracting information from existing reports and putting into spreadsheet. This work has been done by clerks for some time.
4. **LEAD RESEARCH AND GENERATION** - based on directions and guidelines developed by Inside Sales managers, extracting data from Globe ads and other sources to develop sales prospect lists for Salespersons. (ex. Extracting data from last year of apartment ads run in Globe to develop prospects list for "Apartment Showcase" project). Can include doing a mailing to prospects, printing labels, etc. Similar to function performed by Sales Support Clerks for Outside Salespersons.
5. **RESEARCH AND PROCESS CUSTOMER SERVICE ISSUES** — assist in processing of all ad adjustments which involves research (ex. Getting tear sheets, pulling copy from comp room), assist in filling out adjustment forms at the direction of an Inside Salesperson, supervisor, or manager, getting necessary approval, circulating copies of forms.
6. **MISC. CLERICAL DUTIES** - filing, typing, etc.

#### **PRODUCTION COORDINATOR'S TASKS AS THEY RELATE TO INSIDE SALES**

1. **ROUTING** - The production coordinators will be responsible for trafficking ad copy. This will be done both internal and external to the building. On "hand-off" from sales staff, customer, clerical or management they will insure the advertisements are sent to their ultimate destination. As an example when an inside salesperson has taken the text of an ad, they will pass it on to a production coordinator. This can be done directly, through a clerk or electronically. The coordinator will then determine the advertisement's route (art department, comp room). This may require contact with the customer to see if a messenger pick-up or electronic transfer is necessary.
2. **SCANNING** - Art elements, advertiser's logos, photos, etc. will need to be scanned into the file servers to be eventually made up into ads. Inside Salesperson will be responsible for getting these elements to the

coordinators for the actual scan with appropriate instructions from the Salesperson, supervisor or manager.

3. ELECTRONIC FORMATTING - Will perform more complex single and multi-column ad formatting pursuant to the attached "Mechanical Regulation Proposal" guidelines, Section III (3) through (6). As determined by the various ad complexities the sales staff or clerical staff will pass the ad either physically or electronically to the coordinators for composition commands. These "commands" can be made by pencil mark-up or by keystroke. Ads will be reviewed, approved and released by salespersons except as prevented by production deadlines.
4. PROOFING - The coordinators will "pre-proof" ads before-releasing them to the sales staff or the customer. This is a move to insure quality. If errors occur or instructions are not followed in the ad make-up process, the ad will be caught and sent back through the cycle. Ad proofs may be faxed to the customer by the Production Coordinator or a clerk under the direction of the Inside Salesperson.
5. AD TRACKING - Although not an exclusive task, the coordinator will have the ability to Track ads through their cycle. They will be available to answer informational requests as to the ad's disposition. They will also be able to reprioritize or set ahead an ad for "rush" at the request of the sales staff.
6. ELECTRONIC AD RECEPTION - Generally for display ads, the sales or clerical staff will alert the coordinators that the ad is coming electronically. The coordinators will then accept the copy, crop, rename and send along to the file server.
7. TRAFFIC DESK AND COPY RELEASING - Production coordinators will staff the traffic desk; that desk will have the responsibility to see that the ads are timely released to the newspaper.

## EXHIBIT A

### MAJOR METRO NEWSPAPERS

New York Times  
Philadelphia Inquirer  
Washington Post  
Wall Street Journal  
Chicago Tribune  
San Francisco Examiner/Chronicle  
San Jose Mercury News  
Seattle Times/Post Intelligencer  
Denver Post  
Rocky Mountain News  
St. Louis Post Dispatch  
Cleveland Plain Dealer  
Minneapolis Star and Tribune  
Milwaukee Journal  
Baltimore Sun  
L.A. Times  
Pittsburgh Post Gazette  
New York Daily News  
Buffalo News  
Boston Herald  
Dallas Morning News  
The Miami Herald  
Houston Chronicle  
Atlanta Constitution & Journal  
Newsday

January 23, 1997

Robert A. Jordan, President  
Boston Globe Employees Association, Local 245/TNG

Dear Bob:

This will confirm that the parties have agreed to implement, effective January 1, 1997 the following agreed-upon changes and side agreement to the collective bargaining agreement being negotiated.

1) Negotiated pattern wage increase of \$.6400/hour or \$24.00/week which we have estimated will result in an approximate wage increase of 2.31 percent to be applied to all contract book rates and grandfathered merit differential. The actual wage increase will be paid beginning the week of February 2<sup>nd</sup>, with retroactive pay from January 1 to February 1 to be paid after the successor agreement is ratified and signed.

2) The attached executed side agreement relative to Boston Globe Electronic Publishing. It is understood and agreed that if parties do not conclude their current collective bargaining negotiations with an agreement to provide salary protection for Inside Telephone Salespersons through December 31, 2007, as is currently provided in a separate draft agreement relative to Inside Telephone Sales, that the six (6) year term of the B.G.E.P. side agreement will be reduced to a term of five (5) years:

3) The 1 percent 401(a) employer contribution to the "Employee Savings Plan" pursuant to Article VIA, Section 6 as attached and Article IX as attached. The 1 percent 401(a) contribution will be implemented as soon as technically feasible (based on systems requirements of both the Globe and Putnam Fiduciary Trust Company) which is expected to be within the next month, with retroactive 401(a) employer contribution to be made from January 1 to the actual date of implementation at the time that retroactive pay is paid following the ratification and signing of the successor agreement.

This agreement is without prejudice or precedent in these and any future negotiations.

Very truly yours,

Gregory L. Thornton

AGREED: \_\_\_\_\_

BGEA, Local 245/TNG

**MEMORANDUM OF AGREEMENT  
BOSTON GLOBE ELECTRONIC PUBLISHING, INC.**

The Globe Newspaper Company (the "Globe") and the Boston Globe Employees Association, Local 245, The Newspaper Guild (the "Union") hereby agree as follows to resolve any and all issues (including but not limited to resolution of Grievance No. 95-04) that have arisen with regard to the Globe's electronic on-line subsidiary, Boston Globe Electronic Publishing, Inc. ("BGEP"). This Agreement is entered into by both parties in recognition of the current need to operate BGEP in the most economical, flexible and efficient manner so that BGEP can effectively compete in the constantly changing marketplace of the "information superhighway." This Agreement is an expression of the manner in which the parties intend to work together to foster and develop good faith dealing with one another for their mutual benefit.

1. The Union recognizes that BGEP is a separate independent subsidiary company of the Globe Newspaper Company and as such BGEP may continue to employ persons to perform work under terms and conditions of employment that BGEP shall establish for those employees.

2. During the term of the Agreement, the Union will not make any claim for jurisdiction over the work performed by BGEP, its employees and/or contractors pursuant to any and all terms of the collective bargaining agreements in effect between the Globe and the Union.

3. During the term of this Agreement, the Union also will not make any claim for recognition as the collective bargaining representative for BGEP employees or for accretion of BGEP employees to its Globe bargaining unit through the grievance/arbitration procedure of the 1990-1994 collective bargaining agreement or any successor collective bargaining agreements or in any other forum. Accordingly, the Union will notify the American Arbitration Association that Grievance No. 95-04 (AAA Case No. 11-300-01886-95) is resolved by this Agreement. This Agreement does not preclude the Union, after the term of this Agreement, from seeking to represent BGEP employees.

4. Subject to paragraph 6 below, during the term of this Agreement, in order to provide the opportunity for BGEP represented employees to be involved in the development and sale of BGEP products and services where appropriate, the Globe will assign bargaining unit employees, including but not limited to Editorial and Advertising Department bargaining unit employees, to perform work for BGEP. This shall also include, but not be limited to, the ongoing opportunity for Inside Telephone Advertising Salespersons to participate in the sale of Classified forms of advertising for BGEP. Any bargaining unit employee so assigned will continue to be represented by the Union and cov

and covered under the terms, including but not limited to applicable wage rates, of the then Globe-BGEA collective bargaining agreement. The Globe will notify the Union of any commission plan it establishes for said assigned employees only. This provision does not preclude or apply to any BGEA members or other Globe employees who voluntarily resign their Globe position to take a position in the employ of BGEP. In such case, BGEP will establish terms and conditions of employment as it does for its other employees.

5. Upon request from the Union, the Globe will meet, as the need arises, to discuss any matters relating to Union bargaining unit employees who perform work for BGEP.

6. It is understood that nothing in this Agreement grants to the Union or recognizes the Union as having jurisdiction over work or job functions performed by or equipment used by Union-represented employees assigned to perform work for BGEP. Work for BGEP may, at any time, be performed by non-union employees; by employees represented by the BGEA or other unions, by independent contractors, or by persons employed by other companies or any combination of the foregoing. The Globe and/or BGEP reserves the right to determine who shall perform work for it, where and when work shall be performed and the method, manner and means by which the work is performed.

7: This Memorandum of Agreement shall be immediately effective upon signing and shall continue for a term of six years thereafter. This Agreement will be subject to review and collective bargaining after its expiration, and neither the Globe nor the BGEA shall be prejudiced or advantaged in any forum because of the execution and operation of this Agreement.

Dated: January 23, 1997

By: The Globe Newspaper Company    By: The Boston Globe Employees Association Local 245, TNG

Gregory L. Thornton  
Harriet E. Gould

Robert A. Jordan  
Leonard J. Kelley

## SUPPLEMENTAL AGREEMENT

### I. Job Guarantee

The Globe agrees that those full-time employees on the payroll prior to January 1, 1992, whose names appear in Exhibit A to this Agreement, will not be subject to a layoff. This job guarantee will not extend to employees hired subsequent to January 1, 1992. The named employees listed below may, however, be discharged for just cause and will also be removed from the job guarantee list upon resignation, retirement, abandonment of job or death. This job guarantee does not preclude the Globe from eliminating or consolidating jobs or positions as provided for in the parties' collective bargaining agreement. A transfer to other available work, with no loss of pay, shall not be considered a layoff.

In the event the Globe permanently ceases publication, the above guarantee will thereupon cease and, provided further, in the event of an "Act of God" or strike by or a lockout of another union(s) with whom the Globe has a collective bargaining agreement that results in a period of temporary suspension of the Globe's operation, this job guarantee will be suspended for such period of temporary suspension only; and provided, further, in the case of strike by the Boston Globe Employees Association against the Globe, this job guarantee will cease during the strike but will be reinstated for those persons on the job guarantee list who return to work to available positions after the strike has ended, pursuant to both parties' rights under the National Labor Relations Act.

In the event of a dramatic and apparently irreversible downturn in the Globe's business, placing in jeopardy the continued existence or survival of the Globe, the parties will meet to discuss what reductions, if any, are necessary to this no-layoff list. During the discussion period, the Employer will provide to the Union a "top-line" summary of its current financial condition and its market and economic projections upon which it bases its need to request the reduction. These discussions, which will not exceed thirty (30) days, may include consideration of possible alternatives proposed by the Union to reduce labor costs other than through reductions to the no-layoff list. If the parties cannot reach agreement, it will be subject to binding arbitration for resolution, and the arbitrator will not be strictly bound by the no-layoff provisions of this Supplemental Agreement and will be empowered to make equitable adjustments as appropriate. The arbitrator shall also be empowered to require the Globe to submit its financial records to an independent accounting firm (limited to one of the "Big Six" that has not been retained in an auditing function for the Globe in the last ten

years) solely to verify the bona fides of the Globe's financial representations as provided to the Union. The independent accountant shall share its conclusions and findings (but not the Company's financial back-up data) with the arbitrator, the Union and the Company. However, the arbitrator, upon request, shall have confidential access through the independent accountant to any specific financial back-up data provided by the Globe. However, no layoff of the named employees on the list attached to this supplemental agreement may be made (unless mutually agreed upon) prior to the arbitration ruling on such equitable adjustments.

The arbitrator may also consider any of the alternatives presented by the Union as a resolution or rule that no reductions to the list are appropriate.

## II. Marketplace Wage Adjusted Classifications

- 1) All employees currently employed in the attached marketplace wage adjusted classifications (whose names appear in the attached Exhibit B) shall retain the difference between the 1987 - 1990 contract book rate for their position and the new marketplace wage adjusted rates for that position and have it converted to "differential merit pay." No differential merit pay shall be lost or reduced while the employee remains in the marketplace wage adjusted classification as listed in Exhibit B or transfers into any other marketplace wage adjusted classification. Differential merit pay will not be carried when an employee moves into a job classification not included among the marketplace wage adjusted classifications.
- 2) All named employees who are not at the top step for their respective job classifications shall, on their anniversary date, receive additional differential merit pay which shall be the difference between the 1987 - 1990 contract book rate for their next step and the next step rate under the adjusted contract rate for that classification.
- 3) Those monies retained as differential merit pay shall be increased by the same percentage equivalent as the yearly general increases that are negotiated in the future and that are applied to the top scale for each job classification in the future, starting with the general increase that will be effective January 1, 1993.
- 4) An employee who transfers out of a marketplace wage adjusted classification (as per the attached list) into a non-marketplace wage

adjusted classification shall be paid in his/her new classification at the pay level next higher than his/her current rate of pay, including differential merit pay, and shall advance from there.

- 5) All part-time employees currently employed in the attached marketplace wage adjusted classifications (whose names appear in the attached Exhibit C) will be grandfathered at their current hourly rate of pay. Such part-time employees shall have that rate increased by the amount of all negotiated future contractual pay increases so long as they remain in that specific marketplace wage adjusted classification. Any such part-time employee who becomes full time will be paid at the marketplace wage adjusted rate for that classification but will receive all contractual benefits to which full-time employees are otherwise entitled.
- 6) Merit differential pay shall be included in calculating all contributions to and benefits payable under pension, life insurance and disability insurance programs.

### III. Quid Pro Quo

#### A. Annualized Payments

In exchange for the Union's agreement to certain changes in the Collective Bargaining Agreement as listed below, pro-rated from the date of signing the Globe agrees to pay an annualized quid pro quo of \$782,000 based on the estimated cost savings to be achieved from these changes.

In addition, because the Union's Pension Plan is a defined benefit plan, not a defined contribution plan, and because the Globe is contractually and legally obligated to fund the plan to cover the negotiated benefits, the Globe proposes to modify the requirement of Article IX, Section 6, that it weekly contribute \$43.10 per full-time employee to the plan and will instead contribute \$38.10 weekly per full-time employee. As a quid pro quo for this change, the Globe will contribute \$1.00 per regular straight-time shift per full-time employee weekly to the BGEA Health Fund (\$5.00 per employee per week). The Globe estimates that this would provide another \$208,000 to the Health Fund annually.

In addition, effective January 1, 1994 and thereafter, a further quid pro quo payment of \$60,000 annually, to be paid in equal monthly

amounts of \$5,000 will be added in exchange for the Union's eliminating no cost retiree newspaper subscriptions.

The above annualized quid pro quo payment reflects 38.8% of the estimated first year annualized cost savings as a flat-dollar amount and will be made initially as an annualized flat-dollar payment (\$782,000) to be paid monthly in equal amounts in addition to the \$208,000. These payments will be reflected as a \$82,500.00 per month payment to the Health Fund from the date that the Globe implemented its Revised Final Offer that contains the following provisions, Paragraphs 1 through 8. Effective January 1, 1994, the Globe will increase that annual amount as provided in the paragraph above by another \$60,000 to \$842,000, which will also be paid in monthly amounts, in addition to the \$208,000. Those payments will amount at that time to \$87,500 per month to the Health Fund (which includes \$17,333 a month from the pension diversion). Effective May 1, 1994, the Globe will again increase that annualized quid pro quo payment by another \$110,000, to \$952,000, which will also be paid monthly in equal amounts, in addition to the \$208,000. Those payments will be reflected at that time as a \$96,667.00 per month payment to the Health Fund (which includes \$17,333 a month from the pension diversion). None of these payments will be made retroactively.

1. agreement on the Globe's current proposals on Promotions (Article II, Sections 3(B) and 7c;
2. agreement on the Globe's modified proposal on Sick Leave (Article V, Section 10);
3. elimination of the No Layoff Clause (Article III, Section 1) to be replaced by the layoff provisions as proposed by the Globe;
4. inclusion of the right to subcontract as modified and proposed by the Globe (Article VIII, Section 3);
5. agreement on the Globe's June 17, 1992 proposal on Marketplace Adjusted Rates (Article VI, Sections 2 and 2A);
6. agreement on the Globe's proposal to establish a new part-time telemarketing position within the BGEA bargaining unit;

7. agreement on the Globe's current (November 26, 1992) proposal on Successors and Assigns.
8. agreement on various other contract changes sought by the Globe including mileage rates and per diems, limitation on probationary credit, use of single vacation days, tuition reimbursement, caps on PC/VDT eye care, etc as well as resolution of the Globe's Unit Clarification petition and certain contractual grievances.

The \$952,000 per year quid pro quo (plus the Section 125 F.I.C.A. savings of approximately \$98,000 per year) represent the annual quid pro quo for approximately \$2,700,000 in annual savings achieved by the Globe in items 1-8 above as well as other changes in the new agreement sought by the Globe. These savings and quid pro quos are allocated among paragraphs 1-8 above, except that paragraph five represents \$1,867,000 in annual savings for the agreement on the Marketplace Adjusted rates.

Such payment will result in the Health Fund being able to reduce the level of the current individual and family member payroll deductions for bargaining unit employees, as well as substantially offset future increases during the term of the Agreement.

The Union may divert up to \$15,000 annually (pro-rated monthly) from its ongoing quid pro quo monies for payment of its 401(k) administrative expenses or other non-wage or non-pension benefit purposes. If such a diversion is implemented, the above monthly quid pro quo payments will be adjusted accordingly.

#### B. One-time Quid Pro Quo Payments

1. In exchange for the Union's allowing the Globe to offer its Voluntary Selective Buyout Program to members of its bargaining unit, the Globe will make a one-time only contribution of \$50,000 to the BGEA Health Fund, effective the date of signing of the collective bargaining agreement currently being negotiated.
2. In exchange for the Union's agreement to divert \$5.00 per week per full-time employee from the BGEA Pension Fund to the BGEA Health Fund, the Globe will make a one-time only contribution of \$100,000 to the BGEA Health Fund, effective May 1, 1993.

3. In exchange for settlement of the Globe's Unit Clarification petition, currently pending before the NLRB, (case #1-UC-552) the Globe will make a one time only contribution of \$50,000 to the BGEA Health Fund. This is in addition to the one-time payment of \$37,440 to the BGEA Health Fund, (based upon exclusion of certain current BGEA members from the bargaining unit) effective upon signing and ratification of this agreement.
4. In exchange for settlement of certain contractual grievances, the Globe will make a one-time only payment to the BGEA Health Fund of \$50,000 effective upon signing ratification of this agreement.

C. Increase in LTD

The Globe will increase the monthly "LTD" plan to provide 60% of monthly pay up to a maximum of \$5,000 per month.

D. Part-Time Benefits

In exchange for the changes listed in Section A (1-8) and other changes in this agreement which were sought by the employer, (including a change in retiree newspaper subscription practice), effective upon date of signing and thereafter, part-time employees will receive the following new benefits:

1. The employer will provide \$5000 in life insurance for regular part-time employees who have been employed by the Globe for at least one (1) year. Once eligible for such insurance, coverage shall continue so long as part-time employment is continued.
2. Article V, Section 1, "Vacations" will be modified to provide that part-time employees shall earn 1.25 vacation day credits for each one hundred ninety-five (195) hours worked, and part-time employees who have worked a minimum of 600 hours per year for a total of five (5) calendar years shall earn 1.5 vacation day for each one hundred ninety-five (195) hours worked.

IV. This Supplemental Agreement providing protection against layoff as defined above for the named employees in Exhibit A and for those entitled to "differential merit pay" pursuant to Exhibits B and C, and pro-

viding for annualized quid pro quo payments as described in Section III above, shall survive and supersede this and all successor collective bargaining agreements and shall not be subject to renegotiation. Should the Employer sell, transfer or assign its right, title or interests or transfer by receivership or bankruptcy its interest or ownership in any form or manner to a successor employer, this Supplemental Agreement will be fully binding on that successor employer who will be fully bound by the terms of this Supplemental Agreement as if such successor employer had been an original party to this Agreement.

### **GLOBE NEWSPAPER COMPANY DANGEROUS CONDITIONS POLICY**

It is the policy of the Globe Newspaper Company to reimburse any employee, via insurance coverage or company funds, for personal loss resulting from that employee performing duties for the Globe under dangerous conditions, including, but not limited to, civil disorders and riots.

Reimbursement will be made in all cases where it is apparent that the employee exercised caution and the loss was unavoidable.

This policy will not be extended to personal losses suffered in the normal conduct of day-to-day business, such as parking tickets, damage to a personal motor vehicle, loss of a wallet or a pocketbook, etc.

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David Stanger  
Senior Vice President  
September 26, 1991

February 5, 1997

Robert A. Jordan, President  
Boston Globe Employees Association/Local 245, TNG

Re: Clarification of Job Guarantee

Dear Bob:

This will confirm that the parties have agreed to clarify their use of the term "resignation" as used in the first paragraph of the "Job Guarantee" section of the December 20, 1993 Supplemental Agreement as follows:

1.) Any full-time employee listed on the Job Guarantee list (Exhibit A to the Supplemental Agreement) who changes his/her status to exempt (i.e. management) without a break in continuous service, will have their job guarantee held in abeyance for up to two (2) years while they are exempt. If during this two (2) year period they choose to return, with management's agreement, to a full-time BGEA position, (or if Globe management chooses to so return them during this two year period) their job guarantee will be reinstated, provided there is no break in continuous service. This provision will be applied retroactively to January 1, 1994 except as to those employees who became exempt as a result of the parties' Unit Clarification Settlement Agreement.

It is understood that this clarification will not protect employees from discharge for cause during the time they are exempt, nor would it protect them from a lay-off during the time their job guarantee was in abeyance. The bargaining unit seniority of these employees if they return to full-time job guaranteed status will be determined by Article III, Section 5, "Seniority Defined" for all purposes except for layoff (from which they would be protected pursuant to terms of the Job Guarantee). Bargaining unit seniority for purposes of layoff only applies to non-guaranteed employees (i.e. those hired January 1, 1992 or thereafter).

2.) Any full-time employee on the Job Guarantee list (Exhibit A to the Supplemental Agreement) who changes his/her status to part-time, without a break in continuous service, will maintain their job guarantee while part-time so that the number of hours that they are scheduled to work will not be reduced from that which they are originally assigned (unless they so choose to reduce their hours, with management's agreement). It is understood that this provision does not obligate the Globe to accommodate an employee's initial request to reduce from full-time to part-time status nor does it obligate the

Globe to maintain a specific schedule of shifts, days or hours other than the number of hours offered. Any such employee may return to full-time status only if there is a position available for which they apply and are selected pursuant to the applicable provisions of the collective bargaining agreement in effect at the time. Upon return to full-time status, the terms of the Job Guarantee will be those as provided for in the parties' 1993 Supplemental Agreement.

Pursuant to the above terms of this letter, Exhibit A to the 1993 Supplemental Agreement (the Job Guarantee List) will be fully updated.

Very truly yours,

Gregory L. Thornton

AGREED: \_\_\_\_\_  
BGEA, Local 245/TNG

### Exhibit A – Job Security List

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
95	7610	5	NR	01006	PAUL F. ABBAN	07/08/1960
42	7830	5	NR	01026	PETER P. ACCARDI	10/06/1976
47	7840	5	NR	01025	JERRY L. ACKERMAN	04/26/1971
50	7804	5	NR	05917	NANCY K. ALBAN	06/02/1980
53	7805	5	NR	01087	CATHERINE ALDRICH	07/28/1980
42	7884	5	NR	13151	SCOTT E. ALLEN	08/19/1992
61	7405	5	NR	01104	TERESA ALLEN	10/16/1985
81	7904	5	NR	01114	GERTRUDE AMES	12/27/1983
94	7601	5	NR	01115	MARK LOUIS ANASTAS	01/20/1980
94	7601	5	NR	01118	BARBARA ANDERSON	07/12/1982
52	7802	5	NR	01209	DAVID B. ARNOLD III	02/13/1978
45	7871	5	NR	10352	DONALD A. AU'COIN	09/10/1986
92	7401	5	NR	01260	PAUL BACHAND	04/27/1988
90	7545	5	NR	01281	MARY JANE BAKER	10/31/1984
44	7850	5	NR	01314	T. BRENT BANULIS	01/07/1979
49	7806	5	NR	11200	DIANE L. BARROS	04/06/1988
45	7874	5	NR	10887	ALISON BASS	07/29/1987
45	7874	5	NR	10809	JACOB A. BEAM	06/17/1987
61	7403	5	NR	08039	LETITIA I. BENTO	05/31/1982
65	7451	5	NR	11398	MARY BENTSON	03/04/1992
42	7830	5	NR	01491	ALAN V. BERGER	02/29/1984
49	7806	5	NR	11799	PAMELA K. BERRY	11/04/1992
53	7805	5	NR	01533	JACQUELINE BERTHET	11/28/1984
44	7850	5	NR	01551	SUSAN D. BICKELHAUPT	12/04/1977
78	7521	5	NR	12446	TERRI K. BLACK	02/28/1990
42	7892	5	NR	01602	ANDREW F. BLAKE JR.	11/03/1968
62	7430	5	NR	01603	RUSSELL H. BLAKE	07/07/1969
62	7437	5	NR	11414	HEIDI BLANCHARD	04/11/1990
49	7806	5	NR	01605	JOHN ERIC BLANDING	04/01/1979
47	7840	5	NR	12916	KIMBERLY F. BLANTON	09/04/1991
44	7850	5	NR	10704	MARK BLAUDSCHUN	04/15/1987
45	7862	5	NR	01640	MICHAEL BLOWEN	01/12/1981
50	7804	5	NR	01654	WILLIAM BOLES	03/02/1970
44	7850	5	NR	01676	RON BORGES	05/04/1983
65	7451	5	NR	10066	ANN BORTOLOTTI	10/19/1988
65	7451	5	NR	11397	SUSAN M. BOULANGER	12/13/1989
92	7401	5	NR	01765	DAVID J. BRADY	04/27/1988
62	7437	5	NR	01066	JOSEPH R. BRANCALEONE	08/08/1990
64	7456	5	NR	08684	ANNE SHANNON BRAZEL	12/08/1980
61	7405	5	NR	01780	DEBORAH A. BREEN	07/10/1972
46	7803	5	NR	11694	MATTHEW D.B. BRELIS	08/09/1989
49	7806	5	NR	01798	WILLIAM F. BRETT	04/20/1966
42	7880	5	NR	10769	YVONNE P. BROOKS	09/16/1992
42	7880	5	NR	12510	MAUREEN A. BROWN	05/23/1990
42	7830	5	NR	12759	GLENDA S. BUELL	03/06/1991

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
65	7451	5	NR	01923	JACQUELINE T. BULLOCK	02/02/1981
49	7806	5	NR	01925	JAMES JOSEPH BULMAN	10/18/1981
45	7874	5	NR	12535	JOHN A. BURGESS	07/08/1992
65	7451	5	NR	01983	MARIE BURKE	03/02/1988
65	7451	5	NR	01982	MARY C. BURKE	07/31/1978
78	7520	5	NR	02006	CHRISTINE F. BURNS	03/04/1992
44	7850	5	NR	11527	JOSEPH C. BURRIS	09/18/1989
53	7805	5	NR	11874	DAVID M. BUTLER	03/28/1990
47	7840	5	NR	10191	BRUCE BUTTERFIELD	05/14/1986
44	7850	5	NR	11995	NICHOLAS CAFARDO	11/29/1989
45	7875	5	NR	02080	SANDRA GAIL CALDWELL	03/20/1985
62	7430	5	NR	02175	DEBRA CANZATER	01/11/1984
63	7442	5	NR	01050	DANIEL P. CAPLES	08/30/1989
64	7457	5	NR	02188	JOSEPHINE CAPPUCCIO	06/02/1980
94	7601	5	NR	02234	RUSSELL J. CARLSON	10/22/1978
44	7850	5	NR	02244	JOHN F. CARNEY	10/24/1984
46	7803	5	NR	02239	RICHARD P. CARPENTER	03/31/1980
45	7862	5	NR	02245	JAY CARR	05/11/1983
61	7406	5	NR	11901	LAUREN CARROLL	03/24/1993
42	7881	5	NR	10941	MATTHEW CARROLL	09/30/1987
78	7523	5	NR	12491	WILLIAM F. CARROLL	12/05/1990
50	7804	5	NR	02354	JAMES P. CAWLEY JR.	06/02/1980
44	7850	5	NR	02382	EARL A. CHAMBERLAIN JR.	08/24/1980
95	7611	5	NR	02379	JAMES E. CHAMBERS JR.	06/25/1986
42	7884	5	NR	02386	DAVID L. CHANDLER	02/20/1983
65	7452	5	NR	02393	ELIZABETH CHAPMAN	01/12/1981
65	7451	5	NR	10877	LESLIE M. CHARBONNIER	03/02/1988
44	7850	5	NR	11456	CHERYL A. CHARLES	08/03/1988
88	7702	5	NR	02419	PAUL R. CHASE	02/19/1979
49	7806	5	NR	10706	BARRY J. CHIN	04/22/1987
95	7610	5	NR	02435	TEW K. CHOU	11/30/1983
61	7406	5	NR	11445	MARY JO CHRISTIAN	12/31/1991
91	7531	5	NR	11134	MICHAEL CIAMPA	02/17/1988
95	7611	5	NR	02487	MARK CLARK	10/23/1985
91	7530	5	NR	11578	STEVEN A. CLOONAN	11/23/1988
42	7883	5	NR	11184	THOMAS P. COAKLEY	03/16/1988
45	7874	5	NR	02551	NATHAN B. COBB	01/23/1967
65	7451	5	NR	02023	SANDRA COFIELD-BURRIS	05/31/1982
52	7802	5	NR	02573	DAVID H. COHEN	01/16/1978
42	7890	5	NR	11697	SANDRA B. COLEMAN-NDIAYE	03/15/1989
61	7406	5	NR	02635	ARTHUR M. COLLETTE	07/30/1986
95	7610	5	NR	02758	JAMES COOKE	04/05/1981
64	7458	5	NR	02799	STEPHEN J. CORCORAN III	10/21/1992
65	7451	5	NR	02825	MICHAEL COSTELLO	11/14/1977
62	7430	5	NR	01067	ALAN J. COUCH	08/08/1990
42	7893	5	NR	02892	WILLIAM J. CRAWFORD	07/13/1969
61	7406	5	NR	10278	SUSAN ELAINE CREHAN	06/17/1987

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
45	7874	5	NR	10560	VICKI CROKE	02/04/1987
42	7880	5	NR	10012	BEVERLY CRONIN	02/16/1986
91	7533	5	NR	11714	SHARON CRONIN	05/09/1990
43	7826	5	NR	02980	KEVIN WILLIAM CULLEN	10/02/1985
42	7891	5	NR	10269	STEVEN CUMMING	06/18/1986
42	7895	5	NR	03002	JOHN JOSEPH CUNNINGHAM JR.	03/27/1978
95	7610	5	NR	03005	PAUL D. CUPRINSKI	08/16/1981
95	7515	5	NR	03017	CHRISTOPHER J. CURRAN	11/29/1982
45	7870	5	NR	03015	JANE M. CURRAN	11/21/1984
51	7807	5	NR	03045	ROBERT F. CUTTING	04/23/1972
42	7883	5	NR	03048	ANDREW J. DABILIS	10/03/1984
46	7803	5	NR	12694	JULIE A. DALTON	11/28/1990
88	7702	5	NR	03083	JOYCE A. DALY	08/29/1990
62	7432	5	NR	03084	PATRICK M. DALY	02/17/1980
42	7830	5	NR	03138	BRUCE C. DAVIDSON	11/21/1961
45	7874	5	NR	03154	WILLIAM A. DAVIS	12/03/1967
44	7850	5	NR	11712	FRANK A. DELL'APA	03/29/1989
42	7881	5	NR	10514	ALICE DEMBNER	02/04/1987
42	7892	5	NR	11526	MARCIA DICK	10/12/1988
65	7451	5	NR	03147	VIVIAN D. DICKERSON	03/27/1985
45	7874	5	NR	03357	LOUIS A. DIORIO	12/15/1980
43	7810	5	NR	03358	RICHARD J. DILL	10/25/1970
92	7420	5	NR	03377	BARBARA E. DION	11/22/1965
91	7532	5	NR	03386	MICHAEL DIPIRRO	03/23/1983
42	7891	5	NR	03412	KAREN P. DOBKIN	10/06/1975
95	7611	5	NR	03460	ROBERT EUGENE DOHERTY	02/27/1985
42	7883	5	NR	03467	WILLIAM F. DOHERTY	07/11/1972
52	7802	5	NR	03476	DOREEN M. DOLE	01/17/1966
62	7432	5	NR	03491	GERARD J. DONGA	02/25/1980
95	7610	5	NR	10113	YOLAINE DORLEAN	11/07/1990
45	7874	5	NR	03557	PATTI J. DOTEN	11/16/1971
61	7406	5	NR	03565	JOSEPH M. DOUGHERTY	12/31/1991
78	7523	5	NR	03604	WILLIAM F. DOWNEY	07/14/1980
91	7531	5	NR	10085	MAUREEN A. DOYLE	09/23/1992
65	7451	5	NR	03622	RUTH ANN DOYLE	10/12/1983
42	7894	5	NR	11899	IRENE B. DRISCOLL	08/23/1989
42	7892	5	NR	03655	KERRY L. DROHAN	02/06/1985
81	7903	5	NR	10980	KATHLEEN M. DRUMMEY	12/16/1987
44	7850	5	NR	03677	ROBERT E. DUFFY JR.	07/22/1979
61	7405	5	NR	03690	MARY E. DUNBAR	11/27/1974
44	7850	5	NR	03705	KEVIN P. DUPONT	10/02/1985
93	7540	5	NR	10546	PATRICIA A. DWYER	12/16/1987
45	7862	5	NR	03752	RICHARD M. DYER	05/31/1976
88	7703	5	NR	10202	BRIAN E. EGAN	07/22/1987
64	7455	5	NR	01021	CHRISTINE M. EGAN	09/14/1988
65	7451	5	NR	03784	ELAINE P. ELIA	08/31/1983
42	7883	5	NR	10119	JOHN A. ELLEMENT	03/26/1986

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
42	7883	5	NR	11672	STEVEN FAINARU	01/25/1989
43	7811	5	NR	10616	JOHN A. FARRELL	01/21/1987
45	7874	5	NR	11097	JAMES J. FERGUSON	03/16/1988
42	7880	5	NR	10095	JAMES C. FINKENSTAEDT JR.	03/26/1986
65	7451	5	NR	04016	LINDA FINNERAN	05/24/1989
42	7893	5	NR	11314	TERENCE FITZGERALD	10/19/1988
42	7883	5	NR	11695	ANTHONY E. FLINT	02/21/1990
62	7430	5	NR	10669	KATHY A. FLYNN	04/01/1987
64	7456	5	NR	04200	EDWARD FOLEY	07/03/1985
93	7541	5	NR	04247	RICHARD FONTAINE	04/05/1989
42	7895	5	NR	04239	JANET INSOLIA FORD	07/23/1979
46	7803	5	NR	04241	ROYAL NEWTON FORD	12/24/1978
42	7884	5	NR	04245	JUDY FOREMAN	06/26/1978
62	7437	5	NR	04288	JOHN A. FOWKES	12/14/1983
42	7890	5	NR	04302	WENDY E. FOX	01/03/1983
42	7880	5	NR	04305	ADELE FOY	04/04/1984
65	7451	5	NR	04331	EILEEN FRANK	05/18/1981
42	7892	5	NR	04330	EDMUND FRANKLIN	04/14/1980
42	7891	5	NR	04329	JAMES L. FRANKLIN	10/11/1971
44	7850	5	NR	04348	KENNETH M. FRATUS	06/15/1983
52	7802	5	NR	04376	JANET FREEMAN	10/18/1981
42	7830	5	NR	04425	THOMAS F. GAGEN	04/23/1972
42	7883	5	NR	11483	JUDITH A. GAINES	08/31/1988
64	7458	5	NR	03646	EILEEN DRISCOLL GALVIN	05/28/1979
92	7420	5	NR	04478	JACQUELINE GALVIN	09/29/1969
65	7451	5	NR	04479	JAYNE E. GALVIN	05/26/1976
95	7612	5	NR	04485	RICHARD J. GANGEMI	09/25/1965
62	7432	5	NR	04517	ROBERT J. GATELY	11/20/1967
78	7523	5	NR	04530	JAMES J. GEARY	06/11/1963
62	7430	5	NR	05958	JULIE S. GILBERT	12/18/1985
45	7871	5	NR	10806	MATTHEW GILBERT	03/02/1988
78	7523	5	NR	10249	PETER GILE	09/30/1987
95	7610	5	NR	11008	FREDDIE GILLARD JR.	03/28/1990
61	7405	5	NR	04659	JOHN J. GINTY	08/03/1970
64	7456	5	NR	04661	RICHARD M. GIORDANO	04/12/1965
44	7850	5	NR	04770	PETER GOODWIN	10/09/1985
53	7805	5	NR	12989	MAUREEN E. GOGGIN	12/02/1992
92	7401	5	NR	04774	JAMES P. GORDON JR.	01/05/1981
95	7515	5	NR	12783	CHARLES GORMAN JR.	10/21/1992
43	7810	5	NR	04807	LYNDA J. GOROV	12/07/1983
64	7458	5	NR	04818	JACQUELINE S. GRAHAM	10/09/1991
45	7874	5	NR	11178	RENEE GRAHAM	03/16/1988
65	7451	5	NR	04868	JUDITH W. GREEN	12/05/1984
49	7806	5	NR	04881	WILLIAM C. GREENE JR.	10/09/1985
47	7840	5	NR	04875	ANN GREENE	03/24/1976
88	7704	5	NR	10837	FREDERICK D. GREENE	12/07/1988
49	7806	5	NR	12725	PAT GREENHOUSE	11/14/1990

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
42	7892	5	NR	12703	JAMES E. GREENIDGE	09/19/1990
61	7416	5	NR	12817	DAVID M. GRIBBIN	02/10/1993
78	7523	5	NR	04915	RICHARD J. GRIFFIN	02/04/1980
45	7874	5	NR	04921	GRAHAM GRIFFITH	09/15/1967
44	7850	5	NR	04922	WILLIAM F. GRIFFITH	10/25/1970
63	7441	5	NR	04990	JOHN B. HALL	05/01/1974
91	7531	5	NR	05065	EDNA HANDY	12/07/1981
62	7430	5	NR	10925	CINDY L. HANSBERRY	09/02/1987
95	7515	5	NR	05109	GERARD H. HANSEN JR.	03/17/1969
42	7894	5	NR	05118	PAUL F. HARBER	03/12/1979
42	7830	5	NR	05125	ROBERT HARDMAN JR.	10/25/1976
47	7840	5	NR	10210	JESSE MONROE HARRIS	07/29/1987
93	7540	1	NP	05197	ELEANOR HART	02/28/1983
42	7883	5	NR	11682	JORDANA A. HART	03/07/1990
45	7874	5	NR	12506	PATRICIA I. HARTIGAN	09/05/1990
42	7894	5	NR	11464	STEPHEN L. HATCH	03/29/1989
45	7874	5	NR	05238	JULIE S. HATFIELD	11/19/1979
42	7883	5	NR	05242	WILBER HAYGOOD	03/20/1985
42	7895	5	NR	05249	PETER P. HAYHOW	02/04/1987
65	7451	5	NR	05285	GERALDINE HEBB	06/25/1986
62	7430	5	NR	05293	DANIEL JOSEPH HEGARTY	09/11/1978
52	7802	5	NR	12502	VICKI HENGEN	05/16/1990
49	7806	5	NR	10618	THOMAS J. HERDE	04/15/1987
78	7521	5	NR	11494	JAMES E. HERNDON	09/14/1988
42	7891	5	NR	05363	RICHARD HIGGINS	07/06/1981
44	7850	5	NR	05394	JAMES L. HOBAN	10/24/1984
43	7811	5	NR	10659	ROBERT T. HOHLER	03/18/1987
46	7803	5	NR	05478	PETER C. HOTTON	06/22/1964
42	7884	5	NR	05487	PETER J. HOWE	08/06/1986
92	7401	5	NR	05488	JOYCE HOWLEY	02/02/1976
93	7512	5	NR	05492	SUSAN T. HOWLEY	03/20/1991
91	7531	5	NR	05518	RICHARD J. HUGHES	04/10/1967
65	7451	5	NR	05530	MARY E. HUNT	08/18/1980
44	7850	5	NR	05579	ROLAND INDRISANO	03/03/1971
49	7806	5	NR	05581	JOHN LOUIS IOVEN JR.	02/12/1979
42	7883	5	NR	10054	DOREEN E. IUDICA VIGUE	08/30/1989
62	7431	5	NR	13155	ANN W. JACKSON	08/26/1992
42	7890	5	NR	05590	JUDITH ANN JACKSON	12/26/1973
52	7802	5	NR	11058	SALLY JACOBS	12/09/1987
63	7442	5	NR	05612	ANTHONY R. JENKINS	11/07/1984
42	7895	5	NR	12603	RALPH J. JIMENEZ	06/13/1990
61	7406	5	NR	05640	DAVID E. JOHNSON	10/02/1988
95	7515	5	NR	05732	JOSEPH JORDAN JR.	12/14/1983
47	7840	5	NR	05735	ROBERT A. JORDAN	02/04/1968
50	7804	5	NR	05740	WANDA M. JOSEPH-ROLLINS	06/02/1980
61	7405	5	NR	11177	MARLENE JREASWEC	06/08/1988
45	7874	5	NR	10108	SHERYL JULIAN	03/12/1986

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
42	7890	5	NR	13150	FREDRIC N. KAHN	08/19/1992
45	7874	5	NR	11493	JOSEPH P. KAHN	09/14/1988
95	7515	5	NR	05768	JAMES W. KAIN	01/27/1988
65	7451	5	NR	11148	EDWARD R. KAMP	06/21/1989
43	7810	5	NR	05790	FRED KAPLAN	07/04/1984
42	7810	5	NR	12595	KENNETH KAPLAN	07/08/1992
95	7610	5	NR	05804	PAUL KEARNEY	02/11/1979
42	7880	5	NR	05910	LEONARD J. KELLEY	07/27/1983
61	7423	5	NR	01007	ELLEN P. KELLY	10/05/1988
95	7610	5	NR	05875	FRANCIS P. KELLY	01/25/1984
45	7874	5	NR	11536	LOUISE KENNEDY	01/03/1990
45	7874	5	NR	05930	MICHAEL KENNEY	06/05/1966
91	7531	5	NR	05932	MICHAEL P. KENNEY	06/05/1967
88	7702	5	NR	05371	KAREN M. KEOHAN	09/25/1985
62	7430	5	NR	01065	KAREN R. KEOUGH	08/08/1990
47	7840	5	NR	05972	RICHARD S. KINDLEBERGER	04/03/1972
62	7433	1	NP	01010	KATHY KING	02/08/1989
49	7806	5	NR	06031	JANET L. KNOTT	02/12/1976
42	7884	5	NR	06037	RICHARD KNOX	06/30/1969
45	7862	5	NR	06035	JOHN KOCH	08/20/1979
42	7884	5	NR	11794	DOLORES KONG	04/25/1990
78	7521	5	NR	06044	KERRI KOSILLA	04/24/1985
94	7600	5	NR	06042	ANDREW F. KOVACS	01/20/1988
95	7610	5	NR	06046	STEPHEN E. KOWALCZYK	06/20/1982
43	7811	5	NR	06054	MICHAEL KRANISH	02/15/1984
49	7806	5	NR	06052	SUZANNE KREITER	11/26/1986
91	7532	5	NR	06059	JANET C. KRUEGER	12/07/1964
47	7840	5	NR	12752	GREGORY M. KRUPA	12/12/1990
49	7806	5	NR	06122	THOMAS E. LANDERS	05/04/1966
88	7702	5	NR	06185	GEORGE P. LAUBENSTEIN	06/26/1967
53	7805	5	NR	13274	THOMAS LAUDER	12/30/1992
45	7870	5	NR	10891	STEPHANIE LAWLOR	03/02/1988
64	7456	5	NR	06214	RACHEL D. LEACH	12/03/1979
91	7532	5	NR	06238	KATHRYN S. LEBEAU	05/14/1986
45	7874	5	NR	10954	MARIA J. LEE-KEKEKE	03/23/1988
41	7801	5	NR	06257	CELIA M. I. LEES-LOW	05/25/1983
42	7883	5	NR	11895	SCOT C. LEHIGH	08/15/1990
95	7610	5	NR	06262	HEINZ G. LEHMANN	12/17/1986
45	7874	5	NR	06259	RICHARD D. LEHR	01/09/1985
42	7895	5	NR	11385	ALLEN D. LESSELS	06/22/1988
61	7406	5	NR	11155	JOHN LEUNG	06/15/1988
47	7840	5	NR	06327	DIANE E. LEWIS	03/08/1981
64	7457	5	NR	06390	MARY L. LONDON	08/31/1983
42	7883	5	NR	06401	THOMAS LONG	03/22/1972
95	7611	5	NR	06420	BRIAN M. LONG	12/26/1984
91	7530	5	NR	10351	CHERYL A. LUDWIG	01/06/1988
42	7890	5	NR	11127	ALAN I. LUPO	01/20/1988

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
65	7451	5	NR	06483	LOIS J. MACDONALD	06/22/1983
91	7531	5	NR	06481	PATRICIA MACDONALD	03/16/1988
45	7874	5	NR	06490	ROBERT MACDONALD	06/11/1973
78	7521	5	NR	10088	WILLIAM R. MACDONALD	02/18/1986
62	7433	5	NR	01008	LINDA MACLEAN	12/30/1987
65	7451	5	NR	11149	MARK G. MACLEAN	11/29/1989
42	7883	5	NR	10697	BRIAN MACQUARRIE	06/24/1987
44	7850	5	NR	06521	MICHAEL A. MADDEN	11/12/1978
49	7806	5	NR	06525	WENDY MAEDA	01/12/1981
88	7702	5	NR	10377	PAUL J. MAHONEY	05/06/1987
95	7610	5	NR	06595	KIM SAN MAK	03/28/1984
47	7840	5	NR	13116	PAUL MAKISHIMA	11/11/1992
49	7806	5	NR	11108	EDMUND MAKSVYTIS	03/24/1993
62	7433	5	NR	06635	MARGARET M. MANCINELLI	05/02/1973
44	7850	5	NR	13152	HOWARD MANLY	08/19/1992
42	7894	5	NR	06640	LINDA L. MANN	06/19/1972
42	7893	5	NR	10652	NANCY L. MARRAPESE	03/11/1987
62	7430	5	NR	01012	RICHARD E. MARSHALL	05/11/1988
61	7403	5	NR	06737	WILLIAM P. MARTIN	04/08/1987
45	7874	5	NR	06751	LINDA MATCHAN	01/26/1981
88	7704	5	NR	11632	CHARLES J. MATTIA	01/04/1989
44	7850	5	NR	12492	PETER MAY	05/02/1990
64	7456	5	NR	06771	GEORGE F. MCANDREW JR.	11/07/1960
93	7540	5	NR	06779	KATHLEEN J. MCARDLE	09/03/1986
91	7532	5	NR	06766	JAMES MCAULIFFE	01/02/1985
45	7871	5	NR	06776	BRUCE S. MCCABE	04/21/1969
44	7850	5	NR	06777	JAMES ROBERT MCCABE	10/09/1985
42	7895	5	NR	10717	MAUREEN MCCAFFERTY	04/29/1987
62	7433	5	NR	06794	PETER J. MCCARRICK	07/14/1975
64	7456	5	NR	06843	PATRICIA G. MCCLELLAN	08/28/1985
92	7420	5	NR	06881	QUINNIE L. MCCRAY	04/25/1972
78	7525	5	NR	06901	BARBARA J. MCDONOUGH	04/23/1986
65	7451	5	NR	06907	GENIA M. MCDONOUGH	04/03/1978
42	7883	5	NR	11706	BRIAN MCGRORY	03/22/1989
61	7406	5	NR	06990	WALTER W. MCGUIRE	03/02/1988
62	7431	5	NR	01018	PATRICIA MCKAY-NEVILLE	01/18/1989
95	7610	5	NR	10498	JAMES H. MCLAUGHLIN	03/28/1990
42	7894	5	NR	07051	JEFFREY F. MCLAUGHLIN	10/05/1970
42	7880	5	NR	12596	MARK MCLAUGHLIN	07/01/1992
95	7517	5	NR	07128	JAMES C. MCSHARRY	11/13/1985
45	7875	5	NR	07138	DAVID J. MEHEGAN	03/27/1978
42	7882	5	NR	07142	MARY H. MEIER	05/16/1965
63	7443	5	NR	07153	ANTHONY S. MEOLA	08/14/1967
95	7515	5	NR	07212	THOMAS WILLIAM MILLER	11/08/1981
95	7610	5	NR	10899	DENNIS A. MITCHELL	03/28/1990
78	7521	5	NR	12741	PRANATI MITTRA	12/05/1990
42	7883	5	NR	07242	BRUCE A. MOHL	11/27/1978

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44	7850	5	NR	07252	ROBERT F. MONAHAN	10/02/1961
42	7883	5	NR	11156	BRIAN MOONEY	02/10/1988
53	7805	5	NR	10888	HELEN MORISSETTE	07/22/1987
46	7803	5	NR	07328	GERALD D. MORRIS	05/23/1966
45	7862	5	NR	07349	STEPHEN P. MORSE	06/19/1978
78	7521	5	NR	10984	JANETTA L. MOXLEY	10/21/1987
88	7703	5	NR	10724	EDWARD J. MUEHLBERGER JR.	03/22/1989
61	7405	5	NR	10934	ELISABETH MURPHY	01/24/1990
47	7840	5	NR	07393	IRVING H. MURPHY	06/18/1972
43	7810	5	NR	07447	MARGARET A. MURRAY	11/02/1981
62	7431	5	NR	07465	JOHN J. MUTRIE	09/09/1963
94	7601	5	NR	07471	PAUL J. MYLETT	09/28/1980
42	7883	5	NR	11696	PATRICIA NEALON	03/15/1989
42	7890	5	NR	07482	GLORIA L. NEGRI	10/12/1959
43	7826	5	NR	11305	ELIZABETH A. NEUFFER	08/31/1988
46	7803	5	NR	11761	SHIRLEY K. NEWSOM	05/17/1989
95	7610	5	NR	07517	THANH TAN NGUYEN	12/19/1984
43	7820	5	NR	07524	COLIN S. NICKERSON	12/20/1981
50	7804	5	NR	07537	RUTH M NIGRO	11/17/1958
62	7432	5	NR	11978	KATHLEEN L. NOONAN	10/03/1990
49	7806	5	NR	07608	FRANCIS L. O'BRIEN	06/23/1958
65	7451	5	NR	07666	JANICE E. O'CONNELL	07/31/1978
95	7611	5	NR	07717	PATRICK J. O'DONNELL	06/03/1979
42	7830	5	NR	07765	THOMAS N. OLIPHANT	01/04/1968
95	7610	5	NR	07801	JAMES R. OSBORNE	07/30/1986
64	7457	5	NR	01054	CHARLES G. OWEN	02/28/1990
88	7702	5	NR	10342	THERESA M. OWENS	07/08/1987
42	7883	5	NR	07855	THOMAS C. PALMER JR.	08/23/1976
95	7516	5	NR	11892	CHARLES E. PAPASODORO	12/26/1990
95	7610	5	NR	07883	WILLIAM J. PARRY	10/14/1968
91	7532	5	NR	07878	DOLORES M. PASCARELLA	07/27/1964
65	7451	5	NR	07897	JANE FLORENCE PATRIQUIN	12/03/1979
52	7802	5	NR	10208	BARBARA A. PATTISON	07/16/1986
42	7891	5	NR	07894	MARVIN PAVE	09/03/1967
61	7405	5	NR	06853	SHEILA M. PAVONE	11/30/1981
62	7433	5	NR	07926	CHARLES E. PENDERS JR.	06/19/1961
50	7804	5	NR	07922	RICHARD PENNINGTON	09/14/1981
95	7610	5	NR	10900	YENG PEOU	08/02/1989
91	7531	5	NR	07927	ESTHER G. PERDOMO	09/28/1981
42	7883	5	NR	07948	ADAM PERTMAN	12/03/1978
95	7610	5	NR	07962	THUON PHENG	07/30/1986
42	7883	5	NR	10973	FRANCIS PHILLIPS	10/07/1987
65	7451	5	NR	10880	LESLIE M. POND	03/02/1988
44	7850	5	NR	08065	JOHN LEONARD POWERS	12/03/1973
95	7611	5	NR	08079	PETER POWERS	01/29/1986
92	7420	5	NR	08376	MARIE P. PRINCIOTTO	08/21/1985
65	7451	5	NR	11150	CHRISTINE A. PUOPOLO	10/19/1988

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64	7458	5	NR	11589	KAREN J. PUTNAM	09/19/1990
42	7883	5	NR	08174	CHARLES A. RADIN	05/13/1974
42	7883	5	NR	13160	JUDITH L. RAKOWSKY	09/02/1992
46	7803	5	NR	08216	HOPE GAIL RAVGIALA	12/12/1977
65	7451	5	NR	08212	NANCY L. RAYNOR	06/27/1984
61	7423	5	NR	08240	BETTY JEAN REGAN	11/07/1990
42	7894	5	NR	10597	ALEXANDER L. REID	01/14/1987
47	7840	5	NR	12628	CHRISTOPHER REIDY	07/04/1990
95	7610	5	NR	10499	ROBERT M. REIDY	06/07/1989
95	7610	5	NR	08299	RICHARD KARL REINHARDT	09/14/1983
63	7441	5	NR	08270	MARIE J. P. REPA	02/05/1992
43	7810	5	NR	11960	MICHAEL J. REZENDES	10/25/1989
42	7883	5	NR	08283	DIEGO F. RIBADENEIRA	04/22/1987
44	7850	5	NR	10165	ROBERT JAMES RICHARDSON	04/16/1986
42	7880	5	NR	08298	DAVID S. RICHWINE	07/03/1985
44	7850	5	NR	08300	HENRY F. RIEMER	09/05/1977
50	7804	5	NR	01930	DONNA RITCHIE	06/02/1980
49	7806	5	NR	08329	GEORGE B. RIZER	08/19/1973
78	7523	5	NR	08361	JOHN V. ROBINSON JR.	06/15/1981
44	7850	5	NR	11994	ROBIN ANN ROMANO	11/29/1989
88	7701	5	NR	08740	KAREN A. ROMANS	09/28/1988
95	7610	5	NR	08410	DANIEL M. RONAN	11/20/1985
47	7840	5	NR	08438	RONALD ROSENBERG	02/25/1980
47	7840	5	NR	08476	ALAN S. RUDNICK	01/20/1974
78	7521	5	NR	11297	ROBERT D. RUPLINAS	04/27/1988
49	7806	5	NR	08506	DAVID L. RYAN	11/29/1976
61	7405	5	NR	08508	ELAINE M. RYAN	11/16/1983
92	7401	5	NR	10928	JOSEPH M. RYAN	08/15/1990
44	7850	5	NR	08504	ROBERT P. RYAN	04/15/1984
42	7884	5	NR	08548	RICHARD C. SALTUS	02/06/1985
91	7532	5	NR	10916	SHARON SAMUELS	08/26/1987
53	7805	5	NR	13098	RICHARD R. SANCHEZ	06/10/1992
92	7420	5	NR	11495	AISHA P. SAUNDERS	06/28/1989
45	7862	5	NR	13169	MICHAEL S. SAUNDERS	09/09/1992
88	7704	5	NR	08623	RICHARD J. SCARRY	03/04/1963
53	7805	5	NR	08647	ANTHONY SCHULTZ	10/08/1986
45	7874	5	NR	08657	IRENE SEGE	08/15/1982
47	7840	5	NR	13333	MARIA SHAO	03/03/1993
95	7610	5	NR	08710	KENNETH SHEA	12/21/1983
50	7804	5	NR	10097	MARC W. SHECHTMAN	02/26/1986
95	7610	5	NR	08743	STEPHEN A. SHEEHAN	04/04/1971
95	7610	5	NR	11019	ROBERT SHIELDS	03/22/1989
49	7806	5	NR	07391	JEAN M. SHINER	06/02/1980
45	7862	5	NR	08798	EDWARD SIEGEL	01/01/1976
95	7610	5	NR	08800	GEORGE SILAS JR.	10/17/1984
42	7880	5	NR	08814	ALAN M. SIMONS	08/15/1982
45	7870	5	NR	01955	CHERYL L. SINAPIS	03/31/1980

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
50	7804	5	NR	08856	COLNETH SMILEY	06/02/1980
63	7441	5	NR	11496	DARRELL A. SMITH	02/15/1989
93	7540	5	NR	11765	PATRICE A. SNEYD	10/04/1989
65	7451	5	NR	08914	CAROL JEAN SNIGER	10/19/1988
42	7883	5	NR	08917	SARAH VAUGHAN SNYDER	04/04/1984
95	7611	5	NR	08925	CHENG SOK	09/10/1986
95	7610	5	NR	08943	SAREN SOK	08/05/1987
91	7532	5	NR	08937	JAMES KENNETH SOTER	09/12/1984
95	7610	5	NR	08988	RICHARD P. J. STANTON	03/08/1981
95	7610	5	NR	09010	THOMAS J. STEELE	05/03/1981
47	7840	5	NR	09014	CHARLES J. STEIN	03/21/1984
44	7850	5	NR	10657	TITO STEVENS	04/29/1987
45	7874	5	NR	09053	CAROL STOCKER	03/19/1979
95	7611	5	NR	09058	KEVIN S. STONE	06/26/1967
61	7405	5	NR	09070	MARK F. STRAFFIN	09/21/1983
49	7806	5	NR	10014	JOANNE RATHE STROHMEYER	12/11/1985
88	7703	5	NR	09095	FRANCIS X. SULLIVAN JR.	03/22/1989
45	7862	5	NR	11283	JAMES SULLIVAN	04/20/1988
41	7801	5	NR	09158	NANCY M. SULLIVAN	07/06/1982
92	7401	5	NR	09186	LISA J. SULLO	03/17/1980
61	7405	5	NR	09206	RICHARD SWANSON	01/25/1971
65	7451	5	NR	10526	CATHERINE SYKES	04/13/1988
42	7830	5	NR	09228	PAUL SZEP	10/16/1966
42	7893	5	NR	09250	FREDERICK B. TAYLOR JR.	08/06/1962
43	7811	5	NR	09246	CYNTHIA A. TAYLOR	07/26/1971
45	7862	5	NR	09273	CHRISTINE TEMIN	11/02/1983
62	7437	5	NR	08983	JODY S. THIBAUT	10/06/1976
44	7850	5	NR	09301	JOHN S. THURSTON	04/01/1987
49	7806	5	NR	09326	JOHN C. TLUMACKI	07/11/1982
92	7401	5	NR	09323	MICHAEL D. TOGO	10/08/1973
61	7405	5	NR	09338	DANIEL B. TOTTEN	05/28/1982
91	7532	5	NR	02296	NANCY A. TOUSSAINT	10/31/1984
42	7830	5	NR	09363	SUSAN R. TRAUSSCH	04/08/1974
49	7806	5	NR	10767	LANE TURNER	04/25/1990
42	7883	5	NR	10133	LAWRENCE S. TYE	04/09/1986
78	7525	5	NR	10749	MILDRED UPSHAW	06/27/1990
94	7600	5	NR	09420	RICHARD B. VALE	11/03/1980
44	7850	5	NR	09425	JUDY VAN HANDLE	02/26/1979
61	7405	1	NP	10335	MAUREEN VARRASO	03/02/1988
44	7850	5	NR	09441	MICHAEL VEGA	12/24/1986
65	7451	5	NR	09432	ARLENE J. VEGNANI	07/29/1987
44	7850	5	NR	09428	JOHN P. VELLANTE	04/05/1970
42	7830	5	NR	09430	JOAN VENNOCHI	06/06/1977
95	7610	5	NR	09446	RALPH A. VERANIS	07/30/1986
91	7531	5	NR	09447	CHERYL VOZZELA	09/14/1992
42	7883	5	NR	11754	ADRIAN C. WALKER	09/26/1990
95	7610	5	NR	10277	BARRY A. WALKER	09/28/1988

**Exhibit B – Employees To Be Added To Exhibit A, The Job Security List**

<b>Dept.</b>	<b>Empl. No.</b>	<b>Employee Name</b>	<b>Pay CD</b>	<b>ST CD</b>	<b>Pension Date</b>
61	8270	MARIE J. P. REPA	5	NR	05-Feb-92
78	2006	CHRISTINE F. BURNS	5	NR	04-Mar-92
91	13008	MARY ELLEN ZARRO	5	NR	03-Jun-92
53	13098	RICHARD R. SANCHEZ	5	NR	10-Jun-92
42	12596	MARK MCLAUGHLIN	5	NR	01-Jul-92
45	12535	JOHN A. BURGESS	5	NR	08-Jul-92
42	12595	KENNETH H. KAPLAN	5	NR	08-Jul-92
42	13151	SCOTT E. ALLEN	5	NR	19-Aug-92
42	13150	FREDRIC N. KAHN	5	NR	19-Aug-92
44	13152	HOWARD MANLY	5	NR	19-Aug-92
62	13155	ANN W. JACKSON	5	NR	26-Aug-92
42	13160	JUDITH L. RAKOWSKY	5	NR	02-Sep-92
45	13169	MICHAEL S. SAUNDERS	5	NR	09-Sep-92
42	10769	YVONNE P. BROOKS	5	NR	16-Sep-92
91	10085	MAUREEN A. DOYLE	5	NR	23-Sep-92
64	2799	STEPHEN J. CORCORAN III	5	NR	21-Oct-92
95	12783	CHARLES GORMAN JR.	5	NR	21-Oct-92
49	11799	PAMELA K. BERRY	5	NR	04-Nov-92
47	13116	PAUL MAKISHIMA	5	NR	11-Nov-92
53	12989	MAUREEN E. GOGGIN	5	NR	02-Dec-92
53	13274	THOMAS LAUDER	5	NR	30-Dec-92
61	12817	DAVID M. GRIBBIN	5	NR	10-Feb-93
47	13333	MARIA SHAO	5	NR	03-Mar-93
61	11901	LAUREN CARROLL	5	NR	24-Mar-93
49	11108	EDMUND MAKSVYTIS	5	NR	24-Mar-93
49	13349	JAMES W. DAVIS	5	NR	31-Mar-93
91	13069	MARY L. MEIGHAN	5	NR	31-Mar-93
62	1132	PATRICIA MAK FOLAN	5	NR	05-May-93
42	13388	JEAN M. DOWNES	5	NR	19-May-93
43	13415	INDIRA LAKSHMANAN	5	NR	09-Jun-93
61	11646	STEVEN O'CONNELL	5	NR	07-Jul-93
95	11370	JOSEPH PAUL HAMMOND	5	NR	14-Jul-93
45	13464	MICHAEL G. PRAGER	5	NR	06-Oct-93
95	13111	ABRAHAM M. BAGANGAN	5	NR	13-Oct-93
63	13523	PETER OCKERBLOOM	5	NR	13-Oct-93
50	13416	ELIZABETH J. GRILLO	5	NR	27-Oct-93
88	13000	DAVID A. GRANAI	5	NR	03-Nov-93
65	13195	EDWARD F. RYAN III	5	NR	01-Dec-93
50	13590	KATHLEEN HENNRNIKUS	5	NR	15-Dec-93
43	13641	CHARLES SENNOTT	5	NR	19-Jan-94
42	13673	JILL ZUCKMAN	5	NR	26-Jan-94
42	13566	GEORGE PATISTEAS	5	NR	02-Feb-94
42	13681	JEFF JACOBY	5	NR	23-Feb-94
61	9012	SCOTT M. STEEVES	5	NR	16-Mar-94
42	13515	ARNESSA M. GARRETT	5	NR	13-Apr-94

Dept.	Cost Ctr.	Pay Code	Status Code	Employee No.	Employee Name	Pension Date
65	7451	5	NR	09487	JORDANA M. WALLACE	06/25/1986
64	7457	5	NR	09484	DAVID I. WALSH	06/08/1981
63	7442	5	NR	09479	EDWARD G. WALSH	01/01/1976
95	7610	5	NR	09507	MICHAEL E. WALSH	11/18/1987
95	7515	5	NR	09505	MICHAEL WILLIAM WALSH	02/24/1988
62	7432	5	NR	09511	DIANE M. WANDERS	06/27/1984
47	7840	5	NR	09538	DAVID L. WARSH	12/31/1978
42	7830	5	NR	10163	DANIEL WASSERMAN	04/16/1986
61	7406	5	NR	09546	SUSAN JANE WATERMAN	04/01/1979
42	7830	5	NR	10935	JEANETTE WATSON	11/11/1987
91	7533	5	NR	09583	ELLEN M. WELCH	08/04/1975
42	7883	5	NR	10244	PATRICIA WEN	10/15/1986
92	7420	5	NR	09620	GWENDOLYN T. WHARTON	09/17/1973
95	7611	5	NR	09619	TERRENCE WHATLEY	03/16/1988
45	7874	5	NR	09652	DIANE WHITE	09/29/1969
78	7523	5	NR	09663	ROBERT E. WHITE	10/12/1977
44	7850	5	NR	09675	LAWRENCE W. WHITESIDE	10/16/1973
49	7806	5	NR	12505	JONATHAN L. WIGGS	05/16/1990
78	7521	5	NR	09750	VIVIAN L. WILLIAMS	01/03/1984
49	7806	5	NR	09729	JAMES N. WILSON	08/15/1982
49	7806	5	NR	10166	MARK WILSON	04/16/1986
65	7451	5	NR	09748	JANE E. WLUKA	05/12/1975
81	7903	5	NR	09739	ALICE D. WOJCIECHOWSKI	09/17/1986
42	7883	5	NR	09770	DORIS SUE WONG	02/19/1986
65	7452	5	NR	09791	ANN C. WRIGHT	01/27/1988
94	7600	5	NR	09803	LY Y	07/18/1982
42	7880	5	NR	10956	DAVID YEE	06/22/1988
88	7704	5	NR	09822	RICHARD M. YOUNG	12/12/1984
88	7702	5	NR	09826	CARL F. YOUNGER	06/02/1980
91	7533	5	NR	09842	ROBERT E. ZAKS	02/21/1966
91	7531	5	NR	13008	MARY ELLEN ZARRO	06/03/1992
47	7840	5	NR	12453	AARON ZITNER	03/07/1990
43	7810	5	NR	11906	MITCHELL ZUCKOFF	08/30/1989

The parties have added 25 names to Exhibit A above pursuant to paragraph 13 of the April 21, 1999 memorandum of Agreement ("BTU Work Assignments"). The parties will continue to update Exhibit A from the following list, Exhibit B which includes the names as of December 1, 1999 of the 55 employees referred to in paragraph 13 of the Agreement.

<b>Dept.</b>	<b>Empl. No.</b>	<b>Employee Name</b>	<b>Pay CD</b>	<b>ST CD</b>	<b>Pension Date</b>
42	13238	LAWRENCE R HARMON	5	NR	27-Apr-94
61	10945	BRENDAN RAFTERY	5	NR	18-May-94
65	1129	GLORIMAR VARGAS	5	NR	18-May-94
42	13600	DAVID J. ARMSTRONG	5	NR	15-Jun-94
88	10821	MICHAEL GORE	5	NR	22-Jun-94
44	10043	STEVEN P. RICHARDS	5	NR	06-Jul-94
47	13818	CHARLES A. JAFFE	5	NR	13-Jul-94
62	13418	SANFORD Y. PAEK	5	NR	20-Jul-94
43	13877	MARY LEONARD RAMSHAW	5	NR	20-Jul-94
47	13510	MARGARET M. VAILLANCOURT	5	NR	17-Aug-94

## **Exhibit D – RESIGNATION BONUS SCHEDULE**

<b>Years of Service</b>	<b>Weekly Base Pay</b>
10	10
11	12
12	14
13	16
14	18
15	20
16	22
17	24
18	26
19	28
20	30
21	32
22	34
23	36
24	38
26 (maximum)	40

An employee eligible for a resignation bonus who is also eligible to participate in the BGEA Pension Plan (see Article IX) may elect to deposit the after-tax proceeds of the resignation bonus toward his or her voluntary pension account.

June 24, 1992

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Reduced Work Week

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Dear Bob:

This is to confirm that the parties have negotiated and agreed upon the attached Reduced Work Week Policy which will be in effect for full-time BGEA employees during the life of this Agreement. The Company has agreed, as part of this policy, that if it wishes to change the policy during the life of this Agreement as it affects BGEA full-time employees that it will so notify the Union and that any such changes shall not become effective unless and until agreed upon by the BGEA.

Very Truly Yours,

Gregory L. Thornton

### **REDUCED WORK WEEK**

It is the policy of the Globe that it will grant reduced work week status, for good and sufficient reasons (including family reasons), based upon all relevant considerations, including but not limited to operational efficiency, under the following provisions:

1. Full-time employees with more than two years full-time employment as a Globe employee may be granted a reduced work week for up to one year.
2. Requests for a reduced work week will be made in writing to the employee's department head with a copy sent to the BGEA. Requests will not be unreasonably denied.
3. Employees working on a reduced work week will be paid on a pro-rated basis commensurate with the number of days worked each week. During the first six months, the Employer agrees to

maintain health insurance coverage during the reduced work week period subject to any regular participation required of the employee by the Employer. During the first six (6) months of reduced work week status, full credit will be given for vacation and pension benefits, provided the employee returns to full-time status at the end of the year. During the second six (6) months, vacation, health insurance contributions, and pension benefits will be computed on a pro-rated basis. During the second six (6) months, the employee will pay an increased payroll deduction, inversely related to the number of days worked, for their health insurance contribution. (For example, an employee working three days per week under the Reduced Work Week Policy would not be working two days per week, or 40% of the time, and would therefore pay 140% of the employee contribution to health insurance.) The Employer will maintain life insurance coverage for the entire reduced work week period.

4. Holidays (nine holidays plus birthday) and sick time are pro-rated from the start of the individual reduced work week agreement (i.e., working 60% of a normal work week results in being entitled to 60% of holidays and 60% of sick time) for the duration of the leave.
5. At the end of one year, the employee will return to his/her former position on a full-time basis, at the salary he/she would have received had employment been continuous. In extraordinary circumstances, a reduced work week may be extended beyond the one-year period for up to one additional year. The Globe will timely notify the Union in writing of any such approved extensions.
6. If requests are to be approved for reduced work weeks which do not fall within the above conditions or raise issues not presently envisioned, the Globe will notify the Union of those requests. Such requests will be granted if both parties approve the request.

June 3, 1992

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Family Conflict Policy

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Dear Bob:

This is to confirm that the parties have bargained over the attached Family Conflict Policy which will be in effect for BGEA members. The Company has agreed, as part of this policy, that if it wishes to change the policy during the life of this Agreement as it affects BGEA bargaining unit employees that it will notify the Union and give the Union opportunity to bargain about such changes.

Sincerely,

Gregory L. Thornton

Attachment

### **FAMILY CONFLICT POLICY**

It is the policy of the Globe Newspaper Company that it will consider for employment any qualified applicant regardless of that applicant's relationship to a present Globe employee. This policy, however, is subject to the following exceptions:

1. The Company will not hire any applicant for employment into any position in a department in which a relative of that applicant or employee is already employed.
2. In those cases in which an employee marries another employee where, as a result, the employees would be in a subordinate/supervisor relationship, one of the two employees must transfer or change positions. In such cases, the affected employees will have thirty (30) days for one of the two employees to transfer to another available position for which he or she is otherwise qualified. It shall be the sole decision of the employer which of the two employees shall either transfer or change position.

3. In those cases where, after thirty (30) days, such accommodations can not be made, one of the two employees must terminate his or her employment. In all such cases, the employer will give consideration to the choice of the employees involved. If no accommodation can be made, and absent a joint decision by the two employees, the Employer shall decide which employee must leave. In such cases, the Employer will allow the affected employee ninety (90) days (or pay in lieu of) in which to terminate his/her employment. The Union shall be contemporaneously notified of all such action.

For purposes of this policy, "relatives" are defined to include spouses, siblings, parents or children.

This policy shall be applied prospectively only. Any exceptions to this policy will require the advance review and approval of both the President of the Globe and the Vice President/Human Resources. The Union shall be notified of all exceptions granted.

June 11, 1992

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Expense Allowances

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Dear Bob:

This is to confirm that the parties have negotiated and agreed that all current photographers and circulation salespeople (whose names appear on the attached list) who have previously received payment of \$150 annually pursuant to Article VIA, Section 14 of the 1987 - 1990 Collective Bargaining Agreement will continue to be compensated \$150 annually so long as those employees remain in the photographer or circulation salesperson classification.

Sincerely,

Gregory L. Thornton

Attachment

May 5, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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Re: Editorial-Independent Contractors

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Dear Bob:

This is to clarify the parties understanding under Article XV, relative to the Globe's usage of non-employees for editorial work.

The Globe maintains its position that the current number and utilization of free-lance editorial independent contractors (both "Special to the Globe" and "Correspondents") poses no threat of erosion to the BGEA bargaining unit. However, it also agrees not to significantly expand its usage of those non-BGEA persons, beyond the relative mix of BGEA staff to non-BGEA persons as has historically been the practice. Such practice, usage and mix would apply to any new editorial initiatives which might be introduced in the future.

Sincerely,

Gregory L. Thornton

May 5, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Evaluations and Overtime Assignments by Bargaining Unit  
Employees

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Dear Bob:

The Boston Globe agrees that it will not rely to any extent upon the fact of bargaining unit members of the Boston Globe Employees Association (the BGEA) completing written performance evaluations of other BGEA members and on the authorization of overtime as indicia of supervisory status within the meaning of S2(11) of the National Labor Relations Act in its pending unit clarification petition (Case No. 1-UC-552) or in any other future unit clarification petitions filed during the term of this Agreement.

Sincerely,

Gregory L. Thornton

May 5, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Health Insurance for Part-Time Employees

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Dear Bob:

During the life of this agreement, at either parties' request, the other party will meet to discuss the issue of health insurance for part-time employees. Such discussions shall be advisory only and shall not be binding unless both parties mutually agree.

Sincerely,

Gregory L. Thornton

May 5, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Shift Scheduling and Holidays

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Dear Bob:

The parties agrees that within 30 days of the signing and ratification of this agreement, they will appoint three members each to a study committee to make a good-faith attempt to agree to a mutually acceptable alternative to the Globe's Revised Final Offer proposals on Article IV, Section 5 (Scheduling and Shifts) and Article V, Section 4 (Holidays).

If the parties reach agreement, the Globe will implement that alternative language. Otherwise, the language in the Globe's Revised Final Offer remains in effect.

Sincerely,

Gregory L. Thornton

December 15, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Taft-Hartley Trust Fund

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Dear Bob:

The parties have agreed to establish a jointly administered trust fund pursuant to Section 302 © (5) of the Taft-Hartley Act, as is more specifically provided for in Article VIA, Section 8E(2) of the collective bargaining agreement.

The Globe agrees that in order to further assist the Union in transitioning to a Taft-Hartley Fund that employee payroll contributions will not be increased during the period up to and including April 30, 1994. However, it is understood and agreed that after that date, employee contributions will be established at levels sufficient, together with the contractually negotiated employer contributions, to maintain adequate actual funds to pay for the level of benefits, any appropriate reserves as determined by the trustees, and eliminate any existing deficit on that date.

Very truly yours,

Gregory L. Thornton

December 22, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: National Health Insurance Legislation

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Dear Bob,

The Globe agrees that in the event that national health insurance legislation is enacted and the quid pro quo monies contained in the Agreement and all other monies paid directly by the Globe to the Union's Health Fund (excluding the \$208,000 annually generated by the Pension Fund diversion) exceed that which is required by the employer under such legislation (either by way of percentage or flat dollar amount) that the Union may opt to either: a) to the extent permitted by such legislation, have such excess monies be credited to BGEA employee contributions required under that legislation, or be used to purchase supplemental health insurance (i.e. a benefit package more favorable than the minimum established under such health insurance; or b) divert such excess quid pro quo monies for some other BGEA non-wage benefit purpose (except rediversion into the BGEA Pension Fund).

Very truly yours,

Gregory L. Thornton

December 30, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Committees Relative to Marketplace Adjusted Wage Classifications and Subcontracting.

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Dear Bob:

The parties agree that following the signing and ratification of this agreement, they will establish two committees, composed of six members each (three members from each party on each committee).

The first committee will be established immediately after the signing and ratification of this agreement to gather and review payroll and hiring information provided by the employer for full and part-time employees covered by the new Marketplace Adjusted Wages ("two-tier wages"). Such relevant information will be provided by the employer quarterly. In addition, this committee may review suggestions and alternatives to the current structure so long as those alternatives would result in the same level of annual savings for the employer as are attained from the Marketplace Adjusted Wages as noted in Section III (Quid Pro Quo) paragraph A of the parties Supplemental Agreement. This committee will be advisory only and will make any mutually agreed upon recommendations to the employer.

The second committee will be established, effective January 1, 1995, to monitor the employer's use of subcontracting under Article VIII, 3D. This committee may review matters such as alternative jobs for employees impacted by subcontracting; cost-effective approaches or alternatives rather than subcontracting that will provide the same level of contractual savings for the employer, and retraining of impacted employees. This committee will be advisory only and will make any mutually agreed upon recommendations to the employer.

Both committees will meet quarterly on company time. Either party to this agreement may call for a meeting at any time to review any relevant issues. Such meetings will be held within a reasonably prompt period of time.

Very truly yours,  
**AGREED**  
Gregory L. Thornton  
President, BGEA

Robert A. Jordan

December 15, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Resolution of Certain Post Contractual Grievances

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Dear Bob:

This is to confirm that the parties have agreed that effective upon signing and ratification of this Agreement the Globe will make an additional one time lump sum payment of Fifty Thousand Dollars (\$50,000.00) to the BGEA Health Fund to help defray the Fund's deficit. This payment will be made in exchange for the Union's agreement that certain grievances are deemed to be resolved. A list of those grievances are attached to a separate Memorandum resolving those grievances. Such resolution shall be without precedent and prejudice to either party. In any such case in which the Union deems there to be a continuing violation and chooses to refile such grievance, it is agreed and understood that the employer's liability would be limited to the time following the ratification and signing of this contract's effective date.

Very truly yours,

Gregory L. Thornton

December 28, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Resolution of Certain Unfair Labor Practice Charges

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Dear Bob,

This is to confirm that the Union has agreed that effective upon ratification and signing of this Agreement, that the Union will consider case nos. I-CA-30,894 (relative to the New York Times merger) and I-CA-31, 173 (relative to the withdrawal of the Section 125/Taft Hartley Fund) currently pending before the National Labor Relations Board to be resolved and will so notify the NLRB and withdraw those cases.

Very truly yours,

Gregory L. Thornton

December 15, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Retiree Newspaper Subscription

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Dear Bob:

This will confirm that in exchange for an additional quid pro quo to the BGEA/Globe Health Fund of \$60,000 per year to be paid in monthly installments of \$5,000 (effective January 1994 and thereafter) the union agrees that as a result of a change in national accounting rules the Globe may discontinue its prior practice of providing retired employees who made a request free newspaper subscriptions to the Boston Globe. Instead, all employees who retire effective January 1, 1994 and thereafter, may purchase the Globe annually at the lowest discount subscription rate available. This change is prospective only and will not effect the practice as it relates to currently retired employees.

Very truly yours,

Gregory L. Thornton

## UNIT CLARIFICATION SETTLEMENT AGREEMENT

The Boston Globe and the Boston Globe Employees Association agree to resolve the Globe's pending Unit Clarification petition, 1-UC-552 on the following terms and conditions:

1. The parties agree that the following positions, be excluded from the bargaining unit and become part of the Globe Newspaper Company's Appendix A list pursuant to its Revised Final offer:

- Maintenance Shift Foremen (5)
- Post Office Supervisor
- Protective Services Foremen (3)
- Confidential Secretary(ies) (9)
- Associate Software Analyst (6) \*
- Senior Editorial Design Supervisor
- Senior Assistant Business Editor
- Senior Assistant Sports Editor
- Calendar Editor

\*New position (in lieu of Senior System Analysts and Systems Analysts)

Attached to this proposal is a list of the nine (9) employees currently designated by the Globe as "Confidential Secretaries" to be excluded from the unit. The Globe shall furnish the Union with a list of those employees annually (including titles of exempt managers and/or departments for whom they currently perform secretarial duties). Within the cap of nine (9) such secretaries, the Globe shall notify the Union of any future changes in the names of such secretaries or changes in the titles, positions or departments of such Confidential Secretaries. Subsequent replacements for any of the exempt Confidential Secretarial positions, if made from within the bargaining unit, shall be done on a voluntary basis.

The Globe will offer on a one time only basis the same management buyout that was offered in 1991 under this proposal.

If a non-voluntary force reduction in management ranks is to be implemented, for the period of the collective bargaining agreement currently being negotiated, the Globe will permit anyone so excluded through this Unit Clarification Agreement to transfer back into an existing bargaining unit position, subject to negotiation by the parties. If the parties cannot agree, this issue only may be subject to arbitration. Any such named employee in this Unit Clarification Agreement impacted by such a force reduction would retain all seniority in such a transfer and, while not retaining his/her ex-

cluded job title or benefits, would have his/her current management salary frozen until the BGEA-negotiated contract rates for his/her job category exceeded the management salary.

Some of the excluded positions in this Settlement Agreement are held by more than one employee. Where more than one exclusion under a single title is agreed to it has been so noted with the appropriate number of exemptions next to it. If, during the period of the agreement currently being negotiated between the parties and its successor agreement, the Employer seeks more numerical incumbents in the future for these specific positions than noted herein, the Employer shall provide sufficient evidence that such an increase is necessary to meet the needs of the newspaper. If the Union disagrees, that shall be subject to grievance and arbitration under Paragraph IV herein. It is understood that the cap of nine (9) Confidential Secretaries shall not be increased for any reason during the period of the agreement currently being negotiated and its successor agreement.

The parties agree that individuals in the above-excluded positions will continue to do the approximate amount and type of work, duties and functions that these jobs have historically comprised while in the bargaining unit as of December 1, 1993.

II. The following positions, sought to be excluded through the UC petition, will remain in the bargaining unit:

- Maintenance Foremen
- Maintenance Assistant Foremen
- Protective Services Assistant Foremen
- All non-supervisory guards
- Editorial Design Supervisor
- Ask the Globe Editor
- Assistant Chief Photographer
- Book Editor
- Assistant Business Editor
- Assistant Metro Editor
- Assistant Sports Editor
- Editorial Writer
- Assistant Night Editor
- Nurse(s)
- Operations Supervisor(s)
- Outside Circulation Sales
- Return Room Head
- Systems Analyst
- Senior Systems Analysts
- Single Copy Sales Supervisors

- III. Furthermore, for a period of the agreement currently being negotiated between the parties and its successor agreement, the parties agree that neither will seek to clarify (i.e., change the included or excluded status) through the NLRB's clarification procedure, before an arbitrator, in collective bargaining negotiations, or by any other means: 1) any position covered by the unit clarification petition which remains in the unit by agreement; 2) any position covered by the unit clarification petition which is agreed to as exempt; 3) any position currently listed as exempt in Appendix A to the parties' CBA; and 4) any position created as exempt since Appendix A to the parties' CBA was negotiated and as to which the Union has been notified as of the current date.

The Globe further agrees that it will not seek or in any way initiate the removal of the guards from the bargaining unit, on the grounds that they are NLRA statutory guards, before the NLRB, an arbitrator, or the courts at any time in the future. Moreover, the Globe will not, on the basis of the inclusion of guards in the bargaining unit, withdraw recognition from or refuse to bargain with the BGEA, or in any other way question the appropriateness or legality of the bargaining unit.

- IV. Positions currently listed as exempt (pursuant to the Globe's exempt "Appendix A" proposal under its Revised Final Offer) may continue to do the approximate amount and type of work, duties and functions that those jobs have historically comprised (including work, duties and functions also performed by employees in the bargaining unit).
- V. Additional Appendix A exempt positions in the future will be established pursuant to Article X, Section 6, "Exempt Employees" of the Revised Final Offer.
- VI. Inside Sales Positions  
The parties agree that the Inside Sales issue shall be resolved through the current NLRB unfair labor practice proceedings.
- VII. The Globe recognizes that the Union will lose certain shift payments for the BGEA/Globe Health Fund and will make a one-time payment to the Fund of the equivalent dollar amount of two (2) years multiplied by the number of employees exempted multiplied by the shifts that would have been worked multiplied by \$3 per shift as a quid pro quo for resolution of the UC exclusions as referenced herein. The Globe calculates this payment to be \$37,440 based on excluding certain BGEA bargaining unit employees. This payment will be made at the time this UC agreement is signed and implemented.

VIII. The Globe agrees to make a one time payment of \$50,000 to the BGEA/ Globe Health Fund in exchange for the simultaneous settlement of this unit clarification.

#### **UC Excluded Positions**

Maintenance Shift Foremen (5).  
Post Office Supervisor  
Protective Services Foremen (3).  
Confidential Secretaries (9)  
Associate Software Analysts (6)  
Senior Editorial Design Supervisor  
Senior Assistant Business Editor  
Senior Assistant Sports Editor  
Calendar Editor

December 29, 1993

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: UC Exclusion of Associate Software Analyst

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Dear Bob,

This letter will confirm the parties understanding regarding the exempt exclusion of six (6) Associate Software Analysts in Information Services from the bargaining unit pursuant to the Unit Clarification Settlement Agreement.

It is agreed and understood that the Globe will designate up to six (6) such exemptions from the existing group of Senior Systems Analysts. Such names will be furnished to the Union prior to the employees being so notified. Any employee so selected will be offered exempt status on a voluntary basis.

This move is being made because some of the work performed by Senior Systems Analysts is confidential in nature and, thus, it is more appropriate to have exempt employees perform such work. In addition, persons filling Associate Software Analyst positions will continue to perform the same type of design, analysis and programming functions as have historically been performed by Senior Systems Analysts as well as those duties typical of exempt Software Analysts.

Very truly yours,

Gregory L. Thornton

Robert A. Jordan, President  
Boston Globe Employees Association

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RE: Buyer Position

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Dear Bob,

This letter will confirm that the parties agree that the "Buyer" position in the Purchasing Department shall be a promotion from the position of "Assistant Buyer" in the Purchasing Department and shall be included with the non-posted positions in Article II, Section 6A, "Vacancies". The "Assistant Buyer" will continue to be a posted position.

The Union's agreement to the Globe's proposal shall be without prejudice to the Union's current grievance involving a prior promotion to the "Buyer" position.

Very truly yours,

Gregory L. Thornton

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