

**Collective Bargaining Agreement**  
**Between**  
**THE MONTEREY COUNTY HERALD**  
**and**  
**SAN JOSE NEWSPAPER GUILD, LOCAL 39098,**  
**THE NEWSPAPER GUILD/CWA, AFL-CIO-CLC**

**July 24, 2008 to November 16, 2010**

**PREAMBLE**

This Contract is made this \_\_\_\_ day of July, 2008, between the MONTEREY COUNTY HERALD COMPANY, a corporation, hereinafter known as the Employer, and the SAN JOSE NEWSPAPER GUILD, a Local (#39098) chartered by The Newspaper Guild/CWA (AFL-CIO, CLC) hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article I.

**ARTICLE 1. COVERAGE**

1.1 This Agreement covers all employees of the Company in the following departments, excluding confidential employees, managerial and supervisory employees and guards as defined in the National Labor Relations Act, and except as provided in Section 2:

(a) Advertising (including classified), Building Maintenance, Business Office, Circulation and News.

(b) It is agreed that if the title of any of the foregoing departments is changed during the life of this agreement, the Guild shall continue to be recognized as the bargaining agent for the employees in such department, except those positions and individuals specifically excluded from the terms of the Contract.

1.2 The following are excluded from this Contract.

	President & Publisher	Business
Manager	Chief Financial Officer	Executive Editor
	Accounting Manager	Payroll
Administrator	Classified Inside Sales Supervisor	Business Systems
Manager	Majors/National Manager	Sports Editor
	Marketing & Community Relations Director	News Editor
	Technical Services Coordinator	Production
Director	Home Delivery Manager	Managing Editor
	Circulation Operations Manager	Assistant Metro
Editor	Packaging and Distribution Manager	Features Editor
	Metro Editor	Editorial Page
Editor		

Confidential Administrative Assistant	Director of
Photography	
Confidential Secretary (3)	Financial Analyst
Business Editor	Advertising
Creative Services Supervisor	
Packaging Center Assistant Manager	Human Resources
Manager	
Ad Services/Dispatch Supervisor	Information
Technology Manager	
Retail Sales Supervisor	Systems
Administrator	
Display Manager	V.P. of Sales &
Marketing	
Inside Sales/Online Manager	Online Editor
Credit & Collections Services Manager	Circulation Manager

1.3 Should the Company create any new or additional positions it seeks to exclude, it shall notify the Union a minimum of 10 calendar days in advance of the date that the exclusion would occur. The notice shall state the position's title, the reason the Company proposes to exclude it, and the job description for the position. Disputes, if any, shall be resolved in the manner provided by the NLRA.

**ARTICLE 2. MANAGEMENT RIGHTS**

2.1 Except as limited by the terms of this Agreement, the Company reserves and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including but not limited to the following rights: to manage and operate all Company facilities of any kind; to direct its employees; to direct, plan and control all Company operations; to establish rules of conduct not inconsistent with the terms of this Agreement; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to develop and implement performance evaluation standards and a merit pay program consistent with provisions of this Agreement; to establish and/or change existing methods, materials, equipment and facilities; to determine the source and methods of business operations, the schedule of such operations and the assignment of particular employees to particular business operations; to determine the design, marketing, advertising and pricing of said products and/or services; to utilize suppliers, vendors, and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or materials supplied by the vendor, supplier or subcontractor); to select and hire employees, and assign them to work as needed; to schedule hours of work; to promote, demote, transfer, suspend, discipline and discharge employees; to utilize the services of freelancers, stringers, and independent contractors; and to lay off employees.

2.2 Supervisors and managerial employees may perform work performed by bargaining unit employees.

2.3 The Company shall give the Guild thirty (30) days notice of intent to introduce new equipment.

**ARTICLE 3. NO STRIKES-NO LOCKOUTS**

3.1 There shall be no lockouts by the Company during the term of this Agreement.

3.2 There shall be no strikes, sympathy strikes, slowdown, “blue flu” or stoppage of work by the Union or any employee in the bargaining unit during the term of this Agreement.

3.3 It shall be considered a breach of this Agreement for the Union and/or its agents to instruct and/or encourage employees, or for an employee covered by this Agreement, to refuse to perform their normal work duties due to any labor dispute involving the Company or any other employer.

3.4 In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved party may, without such exhaustion, immediately resort to an appropriate court of law to seek any available equitable and/or legal remedies.

#### **ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURES**

4.1 A grievance is an alleged violation of the expressed written terms of this Agreement.

4.2 All grievances shall be submitted in writing, setting forth the facts giving rise to the grievance, and the section(s) of the Agreement violated. All grievances shall be submitted in writing to the Company within ninety (90) calendar days from the date the Union knew, or reasonably should have known, of the event that prompted the grievance.

4.3 The Company shall meet with the Guild’s designated representative(s) within ten (10) calendar days of submission of the grievance.

4.4 If the Company and the Guild fail to resolve the grievance within 30 calendar days of the initial grievance meeting, the dispute may be submitted in writing to binding arbitration.

4.5 The written request for arbitration shall be made no later than ninety (90) days of the initial grievance meeting.

4.6 The parties then shall take the issue to arbitration according to the procedures hereinafter set forth.

(a) If the parties are unable to mutually agree to an arbitrator within ten days, a panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service.

(b) In the written notice of arbitration, the party seeking arbitration shall select one of the following two procedures; however, the “informal hearing” procedure shall be subject to mutual agreement:

(i) **Informal hearings:** The hearing shall be without transcript and without formalities normally attendant upon a formal arbitration. The arbitrator shall in such cases as he/she deems possible issue his/her decision and remedies at the conclusion of the hearing as soon as possible. Otherwise, the arbitrator shall issue his/her decision and remedies as soon as possible. In either instance he/she shall reduce his/her decision and remedies to writing and at his/her option may or may not include opinion.

The “informal hearing” procedure shall be limited to cases where there are no substantial differences between the parties as to the facts of the grievance and where

a large number of witnesses would not be required in the presentation of the case; otherwise the “formal hearing” procedure should be invoked.

(ii) **Formal hearing:** The hearings shall be with a transcript and the normal formalities attendant upon a formal arbitration. The arbitrator shall issue his/her opinion, decision and remedy as soon as possible after receipt of the transcript and briefs if they are filed.

(c) The decision, including remedies, issued by the arbitrator shall be final and binding.

(d) The Arbitrator shall have no power to add to, subtract from, or otherwise amend the terms of this Agreement.

(e) The arbitration procedure may consider only one grievance at a time, unless the parties mutually agree otherwise.

(f) Each party shall bear one-half of the joint expenses of arbitration and all of its own expenses.

The time limits specified herein may be extended or waived only by mutual agreement of the parties.

#### **ARTICLE 5. DISCIPLINE AND DISCHARGE-**

5.1 (a) The Union recognizes and acknowledges that the Company has the right to discipline and discharge employees. The Company may use progressive discipline, which normally includes, but is not limited to, oral and/or written reprimands or warnings, suspension from work without pay, and discharge. However, the Company has the right to determine what disciplinary action is appropriate based on the facts and circumstances of each case, including the employee's employment record as a whole. Progressive discipline is not required. Suspensions and discharges shall be for just cause.

(b) The Company will notify the employee and the Guild in writing of an employee's dismissal.

5.2 A grievance may be filed regarding discipline; however, arbitration is not available to the Union or any employee for discipline other than discharges and suspensions of more than two (2) working days.

5.3 New employees shall be considered introductory employees during the first six months of their employment. The introductory period may be extended by mutual agreement with the Company and the Union. Discipline and discharges occurring during the introductory period are at the Company's discretion and may not be challenged by the Union under the grievance arbitration section of this Agreement.

#### **ARTICLE 6. LAYOFF**

6.1 The Company shall have the right to lay off employees for business reasons provided that employees are given at least two weeks' notice of the layoff. The Company may pay two weeks' salary in lieu of such notice. Notice of layoff shall also be given to the Union.

6.2 In the event of a layoff, decisions as to who may be laid off shall be determined by the Company in its sole discretion. Factors to be considered shall include but not be limited to work record, employee qualifications, ability to do remaining work and length of service.

6.3 Employees dismissed for layoff shall be on a rehire list for six (6) months. The Company will recall employees from the list for openings should they

occur within this six (6) month period if the employee has worked in the open position and possesses the necessary qualifications based on the then-current job description. The Company shall notify the employee by certified letter with return receipt requested at the employee's last-known address given to the Company. If the certified letter is not signed for by the employee, for whatever reason, the Company is released of all obligations toward said employee for purposes of the recall. The Company may then notify the next employee on the rehire list, if any, or hire a new employee to fill the position.

#### ARTICLE 7. HEALTH, LIFE & LONG TERM DISABILITY INSURANCE

7.1(a) Full-time employees shall be covered by The Monterey County Herald's medical, dental, vision, life, and long-term disability insurance plans under the same terms and at the same costs as non-represented employees. Such plan(s) can be amended, changed or terminated, in whole or in part, at the discretion of the Company, including but not limited to plan design, coverage options and percentage of employee/Employer contribution. -All bargaining unit employees will continue to pay their current share of the monthly premium through December 31, 2008. Effective January 1, 2009 employees will pay the same medical premium share as non-represented employees (30%/30%/30%/30%), but not greater than 32 percent of the premium. Effective January 1, 2010, employees will pay the same premium share as non-represented employees, but not greater than 34 percent of the premium. Effective January 1, 2009, the Buy-up plan will also be offered to all bargaining unit employees on the same basis as the unrepresented employees at The Monterey County Herald meaning that The Monterey County Herald share of the premium will be the same dollar amount it would pay if the employee selected the Core plan at the same coverage level.

7.1(b) Full-time employees shall be covered by the above mentioned plans, to the extent they exist, on the same terms and conditions as non-represented employees.

7.2 The Company shall provide the union with advance notice of any change in the insurance program.

7.3 Regular full-time employees shall be covered by The Monterey County Herald's flexible spending account plans. Such plans can be amended or terminated, in whole or in part, at the discretion of the Company on the same terms and conditions as non-represented employees.

7.4 Part-time employees hired to work 30 or more hours per week shall be eligible for medical insurance coverage for the employee only, at the active employee rate after a ninety (90) day waiting period and may elect additional coverage for dependent spouse and family, but all additional cost shall be paid by the employee.

7.5 Part-time employees hired to work 30 or more hours per week shall be eligible to participate in the Company's Flexible Spending Account Plan after a ninety (90) day waiting period. Such plan can be amended or terminated in whole or in part at the sole discretion of the Company on the same terms and conditions as non-represented employees.

#### ARTICLE 8. INVESTMENT SAVINGS PLAN

8.1 401(k) Investment Savings Plan: The Company will match 50% of each dollar contributed of the first 6% of pay deferred to the plan, up to a maximum of 3%. Such plan(s) may be amended or terminated, in whole or in part, at the discretion of the

Company, including but not limited to plan design, benefits, etc., so long as such changes (other than the Company match) also apply to non-represented employees.

#### **ARTICLE 9. UNION VISITATION**

9.1 Properly authorized representatives of the Union may be permitted to enter the premises of the Company's facility to investigate working conditions, to insure that this Agreement is being enforced, and to conduct other lawful Union business which does not interfere with the operation of the facility; provided that no interviews on or off premises, in person or by telephone shall unreasonably interrupt the duties of any employee. The Union agrees to exercise this right in good faith. Prior to entry on and access to the premises, a Union representative desiring access to the premises shall contact the Publisher, Administrative Assistant to the Publisher or Human Resources Director. Whenever Union representatives desire to communicate with any employee(s) during working hours, the Union first shall advise the Publisher, Administrative Assistant to the Publisher or Human Resources Director so the Company has advance notice to prevent any customer work interference.

#### **ARTICLE 10. HOURS AND OVERTIME**

10.1 Work Week: The Company shall have the right to set the standard hours in the workweek, which subject to Section 10.3 below, shall be five (5) days with a total of 37.5 hours in all departments for non-exempt employees.

10.2 Work Day: The work day shall generally consist of seven-and-one-half (7-1/2) hours falling within eight-and-one-half (8-1/2) consecutive hours in all departments for non-exempt employees, however the Company reserves the right to enlarge or shorten the work day depending on business need. When it is mutually agreeable between the individual employee and the Employer, meal periods may vary from one-half (1/2) hour to one and one-half (1-1/2) hours in length.

10.3 Overtime: Eligible employees shall be paid overtime for work in excess of eight (8) hours in a day or forty (40) hours in the workweek. In the event California's overtime law changes during the term of this Agreement, the Company shall comply with such law.

(a) The Company shall select employees for overtime work.

(b) Employees shall work overtime when asked by the Employer, unless excused by the Company. No overtime shall be worked by any employee unless authorized by the Company.

(c) The Company shall provide the Union with a summary of overtime worked by employees upon written request, but not more than twice per year.

10.4 Work Schedule: The Company shall advise employees regarding their specific work hours. Work schedules of days and hours, including days off, shall be posted no later than Monday in advance of the week for which they shall apply, however, the Company may change or adjust work schedules to meet its business needs, at any time. The Company shall have the right to change from a five (5) day workweek schedule for full-time employees, to a four (4) day workweek for full-time employees. The Company will give employees a two-week advance notice of such a change.

10.5 Call Back. A regular or temporary non-exempt employee who is called back to work by the Company after leaving the work place shall be paid a minimum of

three (3) hours pay. Travel time to the office or assignment shall not be considered work time in call back situations.

10.6 Access to Company Facilities. For security reasons and to avoid potential distractions, employees shall not come onto the Employer's premise more than 15 minutes before the start of their work shift or start time. Employees will promptly leave the Employer's premise at the completion of each day's shift and any authorized overtime.

Without authorization from the Company, employees may not have access to the Employer's premise or facilities for any reason other than Employer-sponsored training or Employer-sponsored events.

#### **ARTICLE 11. DEFINITIONS OF EMPLOYEES**

11.1 Full-Time Employees: Full-time employees are those employees who have successfully completed their probationary period and are regularly scheduled to work, and do work, 37.5 hours or more per week.

11.2 Part-Time Employees: Part-time employees are those employees who have successfully completed their probationary period and are regularly scheduled to work less than 37.5 hours per week. Unless explicitly stated otherwise, part-time employees are not eligible for any benefits provided under this agreement.

11.3 Temporary Employees: Temporary employees are those employees who are hired by the Company on a temporary basis. The length of time that an employee remains on temporary status is at the discretion of the Company but in no event is longer than one (1) year. Unless explicitly stated otherwise, temporary employees are not eligible for any benefits provided under this agreement.

Temporary employees cannot file grievances under this agreement concerning discipline or discharge.

11.4 Probationary Employees: All employees during their first 180 days of employment.

Probationary employees may be disciplined or discharged by the company with, or without cause, during the probationary period. Employees in the probationary period cannot file grievances under this agreement concerning discipline or discharge.

11.5 Exempt Employees: Employees whose job assignments meet the Federal and/or State requirements for exemption from wage and hour laws, including overtime. Exempt employees are compensated on a salary or commission basis (not an hourly wage) and are not eligible for overtime pay. The Company has the right to declare any employee to be "exempt".

11.6 No guarantees of work or hours are created by this article.

#### **ARTICLE 12. COMPENSATION**

12.1 An employee employed by the Company as of the effective date of this Agreement at a higher wage rate than the starting one for his/her job classification stated above shall maintain such higher wage rate. The Company shall have the option in its discretion to institute compensation incentive programs, pay bonuses, rewards and other forms of additional compensation.

12.2 The Company shall have the right, in its sole discretion, to initiate, modify and terminate special incentive programs for any group of advertising employees pursuant to a special promotional program, in addition to their regular compensation. Such special incentives shall be:

- (a) Short-term duration (generally six (6) months or less); and
- (b) Compensation is event-specific;

12.3 Employees employed by the Company as of the effective date of this Agreement shall receive performance evaluations annually. Employees employed by the Company after the effective date of this Agreement shall receive performance evaluations one year after their date of hire, and annually thereafter. Merit increases may be given at any time, in the discretion of the Company, and shall be based upon such factors as demonstrated ability, performance of work, cooperativeness with other employees, attendance, etc.

12.4 Merit pay shall not be taken away from an employee unless the employee is voluntarily transferred to a lower level position which pays less than their then-current rate of pay, or is demoted to a lower paying position due to a performance-related problem.

12.5 Nothing herein shall prohibit the paying of higher rates of pay or wage bonuses at the discretion of the Company.

12.6 The Company shall pay employees in the same manner and on the same basis as the unrepresented employees of the Company.

12.7 All employees shall receive raises as follows: Effective ~~November 1, 2005~~ date upon ratification, 1%. Effective ~~November 1, 2006~~ November 16, 2008, 1%. Effective November 16, 2009, 1%. A merit pool for the purpose of granting merit pay increases and one-time merit bonuses shall be established by the Company. The merit pool shall equal ~~2%~~ 1% of the departmental straight time payroll from the prior year, which may or may not be paid out each year. Any employee rated in their performance appraisal as “consistently meets expectations and requirements” or above will receive merit pay.

12.8 The Company regards the ranges in Article 32 as starting pay ranges and intends to acknowledge individual job performance that is acceptable or better with merit increases above the minimum to be determined in its discretion. Merit pay and bonus decisions are subject to the grievance procedure, but not to arbitration.

12.9 Employees who elect to subscribe to The Monterey County Herald shall be entitled to do so at a rate of 50% of the home delivery rate, which is subject to change during the term of this Agreement.

#### **ARTICLE 13. TIME RECORD**

13.1 Employees may be required, upon reasonable advance notice, to record their work time and non-work time by use of a time clock or other similar device as determined by the Company.

13.2 Employees will be given a security pass, or a reasonable facsimile of the same in the event the system is replaced, which shall be used only by the employee to gain access to the newspaper. In the event the card is lost or stolen, the employee shall pay the cost of replacing the same, which is currently \$5.00 per card.

#### **ARTICLE 14. VACATIONS**

14.1 All employees, with the exception of those employees classified as temporary, shall be eligible for paid vacation. Vacation pay shall be at the normal hourly rate of pay. Part-time employee vacation hours shall be pro-rated. Employees shall receive vacation on the following basis:

- (a) Two (2) weeks annually after one (1) year of service.

(b) Three (3) weeks annually after three (3) years of service.

(c) Four (4) weeks annually after nine (9) years of service.

(d) Five (5) weeks annually after nineteen (19) years of service.

14.2 Length of service with the Employer including service from other MediaNews Group newspapers; shall count in computing vacation time under Sections 1 and 3 of this Article. Length of service with the Employer shall determine the order of selection of vacation schedules; however, the operating efficiencies and needs of the department must be met, as determined by the department manager.

14.3 Vacation sign up sheets shall be posted no later than December 1 prior to the start of the vacation year. Employees who do not schedule their vacation by April 1 may have it scheduled at the discretion of the department manager. Vacation hours may not be carried forward into a new calendar year without the written approval of the Publisher. Vacation hours shall not accrue during unpaid leaves of absence.

14.4 Vacations shall be scheduled for at least one week in length, unless the employee has obtained permission to schedule a vacation with shorter duration. The Employer may limit the number of employees on vacation at any one time. The Employer also may adjust or change vacation schedules in special or emergency circumstances. The Employer shall provide advance notice of changes to the vacation schedule when possible.

14.5 Vacation shall be scheduled in advance at a mutually convenient time for each employee and his or her department. Employees only may use vacation in the calendar year following the year in which it is earned. Employees may not borrow against unearned vacation time to receive time off with pay. Employees generally may not receive vacation pay in lieu of time off.

14.6 An employee whose vacation time includes a holiday shall receive an additional day of vacation.

14.7 Upon termination of employment, an employee (or his/her estate in case of death) shall receive accrued vacation pay at whatever rate applies in Section 1, plus pay for any vacation previously earned but not taken.

#### **ARTICLE 15. HOLIDAYS**

15.1 The recognized holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas or the days observed as such. In addition to the above-named holidays, each regular full-time employee shall have two (2) personal leave days with pay in a calendar year. The two (2) personal leave days shall become available to employees after the completion of six (6) months of service. The dates when the personal leave days are to be taken shall be arranged at a time agreeable to the employee and Company.

15.2 If employees work on one of the six observed holidays, they shall receive pay for the holiday during the same pay period, plus pay for hours worked.

15.3 A part-time employee shall be paid for a observed holiday, during the same pay period, if it falls on a day he or she would normally be scheduled to work. If a part-time employee works on a holiday, he or she shall receive pay for the scheduled number of hours they would normally work, plus pay for the hours actually worked.

15.4 An employee whose day off falls on a holiday shall be paid for the holiday within the same pay period that the holiday falls. The employee shall receive another

day off during the pay period or as determined by mutual agreement between the employee and the Company.

15.5 The Company shall make every effort to distribute holiday work on an equitable basis.

15.6 Employees, with reasonable prior notice and by mutual agreement with the Company, may substitute religious holidays of their choice for any of the holidays listed above.

#### **ARTICLE 16. SICK LEAVE**

16.1 The Company shall provide paid sick leave benefits to all eligible employees for periods of temporary absence due to *bona fide* illnesses or injuries. Part-time employees shall receive sick time on a pro-rata basis.

16.2 Eligible employees shall accrue sick leave benefits at the rate of ten (10) days each calendar year, or a pro rata thereof.

16.3 Employees who are unable to report to work due to illness or injury are required to notify their direct supervisor before the start of their scheduled workday.

16.4 Before returning to work from a sick leave absence, an employee may be asked to provide a physician's verification that he or she may safely perform all of the essential functions of his or her position, with or without reasonable accommodation. Such a request by the Company shall be made only where circumstances warrant such a request, as determined by the Company, and shall not be made capriciously. In addition, an employee who is ill for more than three (3) calendar days may be asked for some physician's verification.

16.5 Sick leave benefits shall be calculated based on the employee's base pay at the time of absence and shall not include any special forms of compensation, such as commissions or bonuses.

16.6 An employee on maternity leave who becomes ill or disabled because of pregnancy shall be entitled to sick leave pay for the duration of such illness or disability, but in no event shall the Company be required to provide paid sick leave in excess of an employee's accumulated credit. The Company may require medical verification of illness or disability because of pregnancy.

16.7 If an employee is eligible for state disability or worker's compensation benefits, sick pay shall supplement such benefits. The Company shall continue to pay the employee's full salary, to the extent sick leave benefits are available until the employee actually begins receiving state disability or worker's compensation benefits. At that point, the employee shall report to the Company the amount of each benefit check received. Such amounts will be deducted from subsequent paychecks.

16.8 Unused sick leave shall be cumulative and the unused portion of sick leave entitlement shall be carried over from year to year to a maximum of sixty (60) days. For employees who accumulated in excess of sixty (60) days under the previous Employer, the maximum accumulation shall be ninety (90) days. As the accumulated sick leave is exhausted, new accumulation shall not apply until the unused sick leave available is under the 60-day maximum.

16.9 Unused sick leave benefits shall not be paid to employees while they are employed or upon termination of employment.

16.10 In any calendar year, eligible employees may use up to one-half of their accrued and available sick leave to attend to the care of a sick child, parent, same-sex domestic partner or spouse, only to the extent that state law requires same.

**ARTICLE 17. WORKING ATTIRE**

17.1 The Company may require certain employees to wear certain attire or uniforms and, if so required, the Company shall maintain such uniforms.

**ARTICLE 18. NO DISCRIMINATION**

18.1 There shall be no discrimination against any employee because of age, gender, sexual orientation, race, religion, disability, color, national origin or marital status.

18.2 There shall be no discrimination, restraint or coercion by either the Union or the Company against any employee because of his or her membership or non-membership in the Union, or because of his or her participation or refusal to participate in Union membership or activities.

18.3 No employee shall be required to join the Union as a member or pay Union dues as a condition of employment. There shall be no intimidation or coercion of employees in joining, not joining, withdrawing from or continuing their membership in the Union.

**ARTICLE 19. DUES CHECKOFF**

19.1 Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the earnings of such employee and pay to the Guild no later than the 20<sup>th</sup> day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the Guild's individually itemized schedule of dues furnished monthly, which will indicate the biweekly dues to be deducted, to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

19.2 The dues deduction assignment shall be made upon the following form:

**Assignment  
and**

**Authorization to Deduct Guild Membership Dues**

**TO: MONTEREY COUNTY HERALD**

I hereby assign to the San Jose Newspaper Guild, and authorize the employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to Guild dues as certified by the Treasurer of the San Jose Newspaper Guild starting the first week of the month following the date of this assignment. I further authorize and request the employer to remit the amount deducted to the San Jose Newspaper Guild not later than the 20<sup>th</sup> day of each month.

This assignment and authorization shall remain in effect until revoked by me. I further agree and direct that this assignment and authorization shall be continued automatically unless written notice of its revocation is given by me to the employer and to the Guild. Such notice of revocation shall become effective the pay period following the calendar week in which the employer receives it.

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

Employee's signature:

Date:

**ARTICLE 20. COMPLIANCE WITH STATUTES**

20.1 It shall not be a violation of this Agreement if the Company takes action which is in conflict with this Agreement if such action is taken in order to comply with a statute; e.g., a reasonable accommodation under the Americans with Disabilities Act or any state or local counterpart thereto.

**ARTICLE 21. SENIORITY**

21.1 Seniority means length of continuous employment with the Employer.

21.2 The Company may consider seniority to be a factor in making employment decisions.

21.3 An employee will lose seniority and all claims to any entitlements hereunder, including to employment, in the event that he/she:

21.3.1 Voluntary quits;

21.3.2 Is discharged; and/or

21.3.3 Is laid off for a period of more than six (6) months.

**ARTICLE 22. LEAVES OF ABSENCE**

22.1 Personal Leave: Employees may be granted unpaid personal leaves of absence with the permission of the Company. Personal leaves of absence may be granted at the sole discretion of the Company. The length of leave is at the sole discretion of the Company. The Company shall review written applications for personal leave and inform the employee of its decision within fourteen (14) days of the application. The Company may consider the business needs of the department, among other considerations, in deciding whether to grant a personal leave of absence.

22.2 Guild Leave: If an employee is elected or appointed to a position in The Newspaper Guild, CWA, or AFL-CIO, or local of The Newspaper Guild, CWA, such employee, upon three (3) weeks advance notice to the Company, shall be given a leave of absence without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Such leave shall be limited to one employee at any given time, up to a maximum of one year in length, unless by mutual agreement between the Company and the union. Guild leave for the same employee shall be limited to a maximum of one every five (5) years.

22.3 Union Meetings Leave: An unpaid leave of absence of up to one (1) week shall be granted, upon three (3) weeks' advance written notice, to an employee elected or appointed as a delegate to conventions or meetings of The Newspaper Guild or San Jose Newspaper Guild, CWA or AFL-CIO. A maximum of one (1) employee per department, up to a maximum of two (2) employees total, may be on such leave at any one time.

22.4 Maternity Leave: An employee shall be granted unpaid maternity leave under applicable federal and state legislation.

22.5 Family Medical Care Leave: An employee shall be granted unpaid family leave under applicable federal and state legislation.

22.6 Additional Leave Rights: If an employee is a parent, guardian or grandparent who has custody of a child in grades K through 12, the employee may request and shall receive up to forty (40) hours off work per school year to participate in their

child's school activities. The forty hours shall be spread out over the school year, and employees may use no more than eight (8) of the forty hours in a calendar month. If the Company employs both parents of a child, the entitlement for a leave for that child, for one activity, applies only to the parent who first requests the time off. The Company may decline the request to allow the other employee parent a simultaneous leave, but shall make a reasonable effort to accommodate both parents. Employees shall request this time off with reasonable advance notice of the absence and shall use accrued paid time off such as vacation or personal days. When employees return to work, the Company may require verification of the school visit.

If an employee is a parent or guardian of a child who has been suspended from school and receives a notice from the child's classroom, pursuant to law, employees may take paid time off work to appear at the school. Employees shall, prior to the planned absence, give reasonable notice to their supervisor that employees have been requested to appear at the child's school. Employees shall not be penalized in any way for taking this time off.

**22.7 Military Leave:** Full and part-time employees who enter the armed forces by either voluntary enlistment, draft, or to satisfy their active duty for basic training requirement for a Reserve or National Guard Unit, will be granted an unpaid leave of absence for the term of service, in accordance with state and federal law.

Their coverage under the Company's group health insurance plans will cease at the end of the month in which employees begin a military leave of absence, unless employees assume the cost of coverage under COBRA.

Time spent in such military service shall be considered as time spent in the employ of the Company in computing benefits accruing under this Agreement.

When employees return from a military leave of absence, the Company will reinstate employees with full seniority to their former positions or a similar one of like seniority, status, and pay in accordance with federal and state law, unless the Company's circumstances have so changed as to make it unreasonable or impossible to do so. Applications for resumption of employment must be made within ninety (90) days after termination of service.

Unpaid leaves of absence shall be granted to employees for annual training service and weekend drills with the Reserve or National Guard Units when required by orders to serve. Such employee must inform the Company of his/her Reserve status and give notice of encampment dates on the first working day following notification of such dates. Employees may use any available paid time off for the absence in accordance with state and federal law.

When employees go on leave, employees do not forfeit their vacation rights. However, military leave and vacation cannot be consecutive without the advance approval of their supervisor. Vacation, sick leave, and holiday benefits will not accrue during a military leave of absence.

Unpaid leaves of absence shall also be granted to employees who are required to serve during periods of temporary emergency when military units of the United States Government to which said employee may belong as listed above are called up in

connection with conditions caused by storm, flood, fire, explosion, riot or other civil disturbances.

An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating in which he/she is classified. In the event of a subsequent permanent change in employment, and consequent change in classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she already has been engaged in such new employment.

An employee leaving for military service as provided for in this Section 22.7 shall be given the full vacation pay due him/her at the time of departure.

**22.8 Jury Duty:** An employee called to serve on a municipal, superior or federal jury shall receive his/her regular weekly salary during periods of such service, up to 30 days. Any compensation paid by the court to the employee shall be assigned to the Company. Travel cost reimbursement by the court to the employee shall belong to the employee. Employees called for jury duty should notify their manager as soon as possible so arrangements can be made to cover their absence.

(a) An employee called for jury duty shall not be required to work on the day, or on the night before for an employee who works nights, or days so spent; provided, an employee who works a day shift may be required to complete his/her regular shift if he/she is discharged from further jury duty before the end of that shift. Employees should continue to report for work on those days when excused from jury duty or when jury duty does not conflict with the employee's work schedule.

(b) An employee who regularly works a night shift may be rescheduled to a day shift during a period of jury duty, and may be required to complete the shift if discharged from further jury duty before the end of the shift.

(c) If rescheduling a night shift employee is not practicable, as determined by the Company, then the employee shall be paid, but not required to work, the next regularly scheduled night shift immediately following jury duty.

**22.9 Bereavement Leave:** All employees covered by this Agreement who have a death in their immediate family shall be given three consecutive days off with full pay for the purpose of arranging and/or attending the funeral or memorial service. One day off must be the day of the funeral or memorial service.

No payment shall be made for that part of such leave which falls within the employee's vacation period or other period when the employee is not covering his/her job.

For the purposes of this article, "immediate family" shall include parents or legal guardians, spouse or same-sex domestic partner, mother-in-law or father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandchildren and grandparents.

Bereavement leave forms shall be completed by employees and shall specify the name and relationship of the deceased, date of death, and the date of funeral or memorial service, if applicable.

In the event of the death of a personal friend, an employee may be given sufficient time off, without pay, to attend the funeral or memorial service.

#### **ARTICLE 23. HEALTH AND SAFETY CONDITIONS**

23.1 The Company shall provide premises in conformity with all applicable federal and state laws and regulations.

#### **ARTICLE 24. DRUG/ALCOHOL TESTING**

24.1 The Company has established a drug/alcohol testing program as described in the Monterey County Herald Employee Handbook distributed and dated August 1997.

24.2 Discipline resulting from the drug/alcohol testing program shall be subject to the grievance provisions of this Agreement.

24.3 The Company may, from time to time, modify its drug/alcohol testing program to include current employees, without bargaining with the Union, so long as the same modifications are made applicable to employees not covered by this Agreement. The Company shall give the Union at least 30 days' prior written notice of such modifications.

24.4 Discipline resulting from any drug and alcohol testing shall be subject to the grievance provision of this Agreement.

#### **ARTICLE 25. TRANSFERS AND PROMOTIONS**

25.1 No employee shall be transferred outside Monterey County without the employee's consent. An employee shall not be penalized for refusing to accept such a transfer. An employee who accepts a transfer outside of Monterey County shall be reimbursed an appropriate amount for moving expenses, as determined by the Employer.

25.2 The Employer shall have the right to transfer an employee to another position for which he or she is qualified. The employer shall have the right for business reasons to temporarily assign an employee to work in another department. There shall be no reduction in salary or impairment of benefits as a result of such transfers.

25.3 Bargaining unit vacancies shall be posted. An employee desiring to fill a vacancy shall submit his/her application within seven (7) working days of the posting and shall be considered with other applicants for the position. Nothing herein shall limit the Employer's right not to fill any vacancy.

25.4 Notwithstanding the above, where the Employer has the opportunity to hire from the outside a person with unique skills and qualifications, the Employer shall be excused from the foregoing requirements.

25.5 If an employee is transferred or promoted to a vacancy as set forth in Section 3 above and requests to return to his or her previous position, the Employer shall give due consideration to the request.

25.6 To qualify for tuition and book reimbursement, employees must receive advance written approval from the Employer and must complete the course with at least a "C" average. Employees shall be reimbursed by the Employer for the reasonable costs of tuition and books for any educational course that is intended to improve an employee's skills in his/her present job or to train the employee for possible future promotion.

25.7 Upon request of an employee, the Employer shall provide an explanation as to why the employee was denied a promotion or transfer.

#### **ARTICLE 26. GENDER**

26.1 The term "employee" as used in this Agreement includes both female and male employees covered by the Agreement. In addition, whenever the masculine gender is used in this Agreement, it will apply to the female gender as well.

#### **ARTICLE 27. EXPENSES AND EQUIPMENT**

27.1 The Company shall pay all legitimate expenses incurred by an employee which has been authorized by the Company.

27.2 Necessary working equipment, as defined by the Company, shall be provided to an employee and paid for by the Company.

27.3 Personal equipment, such as photographic equipment, laptop computers, cellular phones and pagers may be used in the Company's business; provided that such use is authorized in writing by the Company and is by mutual agreement. The Company shall pay all legitimate expenses incurred by an employee authorized to use personal equipment.

27.4 Any employee required to use his/her automobile in the service of the Company shall be compensated for such use at the rate of forty (.40) cents per mile. The rate of forty (.40) cents per mile herein provided shall be increased or decreased as the case may be to an amount reflecting the nearest full cent as determined by applying to forty (.40) cents the percentage increase or decrease of the private transportation indexes (average between the Urban Wage Earner's and Clerical Worker's Index and the All-Urban Consumer Index) for the San Francisco-Oakland Metropolitan area for June of each year during the specified term over the same index for the previous year. Such increase or decrease, if any, shall become effective the first day of the month following the month during which the index producing such increase or decrease becomes available. The mileage reimbursement rate shall not exceed the maximum allowable business mileage reimbursement rate set by the Internal Revenue Service for that period.

#### **ARTICLE 28. EMPLOYEE INTEGRITY**

28.1 An employee's byline or credit line shall not be used over his/her protest. In the event substantive changes are made in material submitted by an employee and it is not practicable to call the changes to the employee's attention, no byline shall be used.

28.2 If a question arises as to the accuracy of the printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned, if practicable.

28.3 An employee whose name is mentioned in a letter to the editor shall be informed of such letter before it is published.

#### **ARTICLE 29. PRIVILEGE AGAINST DISCLOSURE**

29.1 When a demand for surrender or disclosure of information, notes, documents, films, photographs, tapes or other material - or the source thereof - is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission, legislative body or other governmental agency, such employee shall notify the Company's representative and the Union, or if such demand

is made upon the Company, the Company's representative shall notify the employee and the Union.

29.2 Following such notification, the Company's legal counsel shall be consulted by the employee, and full disclosure of all facts shall be made by the employee.

29.3 If the advice of the Company's legal counsel is followed by the employee, said employee shall not suffer any loss of pay or other benefits and shall be made whole, to the extent permitted by law, against any court assessed penalties resulting from the employee's failure to make the surrender or disclosure referred to in Section 29.1 herein if such penalties result from the employee following the advice of the Company's legal counsel.

#### **ARTICLE 30. OUTSIDE ACTIVITY**

30.1 The parties acknowledge that The Monterey County Herald must maintain the public trust and the highest degree of integrity with a strong reputation for fairness and impartiality in reporting the news and its business operations. In order to accomplish this, there are certain safeguards that must apply with respect to outside employment and activities to The Monterey County Herald employees. Employees must first obtain written approval of their division director prior to accepting outside employment. Limitations on outside employment include, but are not limited to:

30.1.1 Employment that conflicts with your work schedule, duties and responsibilities;

30.1.2 Employment that creates a conflict of interest or is incompatible with your employment with the Company;

30.1.3 Employment that impairs or has a detrimental effect on your work;

30.1.4 Employment that requires you to conduct your work or related activities on the Company's property during your working hours or using the Company's facilities or equipment; or

30.1.5 Employment that competes with the business or the interests of the Company.

30.2 The Monterey County Herald encourages its employees to be involved in community organizations. However, where such involvements affect or impact, or may affect or impact, the reputation, integrity or appearance of fairness of The Monterey County Herald, written approval of the Division director must be obtained. Employees are encouraged to discuss such involvements in outside activities with their Division director ahead of time, in order to avoid conflicts in the future.

30.3 To further reduce even the appearance of a conflict of interest, employees are encouraged to avoid positions that entail seeking publicity for their group or community organization. Recognizing that it is not possible to foresee all conflicts that could emerge, employees are expected to be alert to involvement that may affect or impact the reputation, integrity or appearance of fairness with The Herald, and, when they surface, bring them to the attention of their Division director.

#### **ARTICLE 31. BULLETIN BOARD**

31.1 The Company agrees to permit the Guild to have a bulletin board, suitably placed, for Guild use in its Monterey and Salinas offices. The Guild agrees it will not use the Company e-mail system "to spam" all bargaining unit employees with e-mail.

#### **ARTICLE 32. CLASSIFICATION AND WAGES**

32.1 No employee on the payroll on the date of execution hereof or subsequently hired during the term of this Agreement shall receive less than the starting rate of pay set below. The minimum base pay for years one, two and three shall be effective on the first pay period following one year, two year and three year anniversary dates of hire, assuming performance meets or exceeds expectations.

Scales

32.2 Nothing in this Agreement shall prevent the Employer from granting merit increases above the minimum, bonus payments and other compensation in addition to contractual wages.

#### **ARTICLE 33. HIRING**

33.1 The Employer shall notify the Guild in writing, with a copy to the Guild unit chairperson, of vacancies which may occur in areas represented by the Guild. The Employer shall give full consideration to candidates supplied by the Guild.

33.2 The Employer agrees not to enter into an agreement with another employer binding such employer not to offer employment to an employee of the Employer.

#### **ARTICLE 34. INFORMATION-**

34.1 The Employer shall supply the Guild, in writing, the following information for each employee within ten (10) days of the employee's hiring:

34.1.1. Name, sex, minority group, address, telephone number if available, date of birth, employee ID number, date of hiring or transfer.

34.1.2. Contract classification, experience rating, experience rating anniversary date.

34.1.3. Salary.

34.2 The Employer shall notify the Guild, in writing, of all changes in Contract classification and salary within 30 days of the effective date of such changes. This information shall include step-up increases, merit increases, resulting new salary, effective dates thereof, and name of employee involved.

34.3 The Employer shall notify the Guild in writing within ten (10) days of all terminations, including the reason, i.e., resignation, dismissal, transfer, retirement or death.

#### **ARTICLE 35. SEVERANCE**

In the event the Company lays off an employee due to economic reasons or closes its operation, the Company will pay severance to the impacted employee on the basis of one (1) week's regular pay per year of service with a cap of twelve (12) weeks. An employee's years of service will only be counted from the employee's date of hire after Knight Ridder acquired the Herald in August 1997.

#### **ARTICLE 36. TERMINATION**

35.1 This Contract shall commence on July 24, 2008, and expire on November 16, 2010.

35.2 Within ninety (90) days prior to the termination of this Contract, the Employer or the Guild may initiate negotiations for a new Contract. The terms and

conditions of this Contract shall remain in effect until negotiations are lawfully terminated by execution of a new agreement, good-faith impasse, strike or lockout.

**SAN JOSE NEWSPAPER GUILD  
COUNTY HERALD**

**THE MONTEREY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**MEMORANDUM OF AGREEMENT**

(Advertising Sales Representatives)

It is hereby agreed by and between The Monterey County Herald and the San Jose Newspaper Guild that the following shall apply to retail, interactive, and telemarketing advertising sales employees:

- 1.) The Company reserves the right to adjust quota levels based upon quarterly and annual analysis.
- 2.) The target compensation is based at 100% of making goal and it does not reflect anything below 100% to goal.
- 3.) The Company shall have the right to determine the quota level based upon budgeted annual reviews.
- 4.) The Company shall determine the commission structure. The Company may establish and/or change goals.
- 5.) There shall be no cap on total target compensation.
- 6.) In applying Article 12 (Compensation), employees shall not be eligible to receive merit pay increases.
- 7.) Target Compensation is defined as base salary plus commission. Quota Levels reflect the size of the territory.