

AGREEMENT

Between

Alameda Labor Council, AFL-CIO

and

**Pacific Media Workers Guild, Local 39521
The Newspaper Guild/CWA, AFL-CIO, CLC**

January 1, 2010 – December 31, 2012

This agreement is made effective the first day of January, 2010, between the Alameda Labor Council, AFL-CIO, (hereinafter referred to as "Employer"), a non profit organization, and the Pacific Media Workers Guild, Local 39521, chartered by The Newspaper Guild/CWA, AFL-CIO, CLC, for itself and on behalf of all the employees described in Article I.

ARTICLE I - COVERAGE

1. This agreement covers the Political Director and the Communications Director positions at the Alameda Labor Council, AFL-CIO.
2. The Employer shall notify the Union prior to establishing any new permanent positions and agrees to meet with the Union over whether such positions should be included in the bargaining unit.

ARTICLE II - UNION SECURITY

1. It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall become and remain members in good standing in the Union. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on or after the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union.
2. The Union agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of The Newspaper Guild/CWA and the bylaws of the Pacific Media Workers Guild.
3. The Employer shall, in compliance with all applicable law, deduct from the paycheck of each employee each week, and shall pay to the Union not later than the tenth (10th) day of the following month, all dues and assessments levied by the Union for the current month.
4. The Employer and the Union agree they shall not discriminate, in any way, on account of race, creed, religion, sex, age, union activity, sexual orientation, domestic partnerships, national origin, political affiliation, marital status or physical disability, in accordance with applicable law, and shall include Americans with Disability Act and Family Medical Leave Act.
5. There shall be no interference or attempt to interfere with the operation of the Union in the performance of its duties as the bargaining agent for the employees covered by this agreement.
6. Employees will not be required to cross sanctioned picket lines.

ARTICLE III - JOB SECURITY

1. Whenever seniority is referred to in this Agreement, it shall include all continuous service with the Alameda Labor Council, AFL-CIO; but it shall not include service with affiliated unions.
2. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of six months, beginning from the date of hire. After probation, an employee shall be given two (2) weeks notice of discharge or pay in lieu thereof, unless such discharge is for unlawful conduct or such serious misconduct that immediate action is necessary.
3. Except in cases involving serious misconduct, no employee who has completed the six months probationary period shall be discharged except for just and sufficient cause.

ARTICLE IV - LAYOFF

1. The Employer shall notify the Union at least two weeks in advance of any layoff. Layoffs shall be by inverse order of seniority.
2. Employees on layoff will be covered for full health and welfare benefits for a period of two months after said benefits would normally end. (It is understood that benefits are normally extended to employees for one month if they have worked during the preceding month.) Accrued vacation shall be used to coordinate with the extension of benefits under this section. If the employee has three months or more accrued vacation, the Employer shall not be required to extend any further health and welfare benefits.
3. Each employee laid off to reduce the force shall be placed upon a rehire list and shall remain on the list for one (1) year. Said laid-off employee shall be notified by the Employer of openings covered by this Agreement. Time spent on a rehire list by a laid-off employee shall not constitute a break in continuity of service and seniority, nor shall time on such list be counted as service time. No pension credits shall be earned during layoff periods.

ARTICLE V – SEVERANCE

1. If an employee is discharged for any reason, including layoff, that employee shall receive severance pay which shall be calculated at the rate of one (1) week's pay for each six (6) months worked (or major portion thereof) up to ten (10) weeks.
2. Severance pay shall be computed at the highest weekly salary (exclusive of bonuses and payments for special work) for fifty-two (52) weeks prior to discharge.
3. Dismissal pay need not apply to an employee discharged for dishonesty or in the case of self-provoked discharge for the purpose of collecting dismissal pay.

ARTICLE VI – GRIEVANCE PROCEDURE

The Employer agrees to the concept of progressive discipline. This shall not restrict the Employer's right to proceed to the next step or to take immediate discharge or suspension action in the case of serious or gross misconduct. Letters of complaint shall be invalid after a period of one (1) year and removed from the employee's personnel file. A copy of any warning letter or notice of suspension shall be given to the Union. The Employer shall notify the Union in writing, within seventy-two (72) hours after the discharge of an employee, of the reasons for the discharge.

(a) All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer within thirty (30) days of occurrence or in the event of discipline, demotion or discharge within ten (10) days of occurrence. Failing satisfactory settlement thereof, either side shall within seven (7) days refer such dispute, complaint or grievance to the Board of Adjustment established by this Section.

(b) An Adjustment Board shall be appointed consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such Board shall take up within seven (7) days all grievances or disputes which the parties hereto have been unable to adjust. The decision of a majority of the Board shall be final and binding on the parties to this Agreement. In the event the Board is unable to arrive at a decision, or in the event of a deadlock, an impartial Arbitrator shall be selected by mutual agreement between the Union and the Employer within seven (7) days after the Board has determined it is unable to agree.

In the event mutual agreement cannot be reached on an Arbitrator within the time limits specified, the State Conciliation Service, American Arbitration Association or the Federal Mediation Service shall be asked to name a panel of five individuals from which one shall be selected by the parties within fourteen (14) calendar days after receipt of the names provided by one of the aforementioned Services.

Any decision within the jurisdiction of the Arbitrator shall be final and binding upon all concerned. The expenses and salary incident to the services of the Arbitrator shall be shared equally by the Employer and the Union.

(c) Time limits provided in this Article may be waived or extended by mutual agreement between the Union and the Employer.

ARTICLE VII - WORK WEEK

1. The pay week shall consist of five working days within seven consecutive days (Monday through Sunday).

2. Compensatory time shall be given equal to the amount of time worked in excess of the normal work week. Employees shall submit records of all compensatory time worked and of any compensatory time taken. The Employer shall maintain such records.

3. Compensatory time off shall be arranged by mutual consent.

ARTICLE VIII - CLASSIFICATION AND SALARY SCHEDULE

	1/1/10	1/1/11	1/1/12
Political Director	\$72,413	\$72,413	\$74,585
Communications Director	\$59,667	\$59,667	\$61,457

3. At the option of the Employer the salaries of newly hired employees may be 70% of the rates set forth in section one, above, provided that after one year such employee's rate shall be 80%, after two years 90% and upon the third anniversary of employment, 100%.

ARTICLE IX - VACATION

Vacations with pay are hereby established for all employees by this Agreement.

- (a) Employees after having served one (1) year in the employ of the Employer shall be entitled to two (2) weeks vacation with full pay.
- (b) Employees after having served four (4) years in the employ of the Employer shall be entitled to three (3) weeks vacation with full pay.
- (c) Employees after having served ten (10) years in the employ of the Employer shall be entitled to four (4) weeks vacation with full pay.
- (d) Employees after having served fourteen (14) years in the employ of the Employer shall be entitled to five (5) weeks vacation with full pay.
- (e) Employees shall be allowed to take their full vacation entitlement in consecutive weeks and at a time mutually agreeable between the Employer and employee. Vacation pay shall be paid to employees on the last day of work preceding their vacation.
- (f) If an employee wishes, s/he may request and be granted one (1) week vacation with full pay after six (6) months employment during the initial year of service.
- (g) Full pay is hereby defined as pay based on the regularly established rate and work week of the employee at the time s/he takes his/her vacation.
- (h) Employees will be allowed to carry over fifty percent (50%) of earned vacation time to the following year. A maximum of five-and-one-half (5-1/2) weeks' vacation may be taken in any one year.
- (i) Employees terminating for any reason shall be paid pro-rata vacation pay.
- (j) Prior to vacation, if any employee becomes ill or disabled, s/he may opt to reschedule vacation.
- (k) Employees may use vacation in hourly increments.
- (l) Nothing shall prohibit the Employer and employee from agreeing to cash out the excess vacation time in lieu of a carryover to the succeeding year.

ARTICLE X - HOLIDAYS

(a) There shall be thirteen (13) days, three (3) hours of paid Holidays. The nine (9) core Holidays shall be:

1. **New Year's Day**
2. **Martin Luther King, Jr.'s Birthday**
3. **Washington's Birthday/President's Day**
4. **Memorial Day**
5. **Independence Day**
6. **Labor Day**
7. **Thanksgiving Day**
8. **Day after Thanksgiving Day**
9. **Christmas Day**

The remaining holidays will float and must be taken on a day mutually agreeable to the Employer and employee, upon receipt of two (2) weeks' notice from the employee.

(b) Due consideration to seniority shall be given by the Employer in designating the Floating Holidays. An Employee's written request to observe a Birthday or the three (3) hours for Good Friday or another day of religious observation as one of the Floating Holidays shall not be unduly denied.

(c) Any time worked on a designated holiday shall be paid for at double the regular rate of pay in addition to straight time allowed.

(d) In the event any of the designated holidays occurs during the period of an employee's vacation, an additional day of vacation shall be allowed.

(e) Whenever a designated holiday falls upon a Sunday, it shall be observed on the following Monday. Whenever a designated holiday falls upon a Saturday, the employee will receive another days' pay, or another day off with pay, during the contract year at the option of the Employer.

ARTICLE XI - GROUP INSURANCE

1. **Retirement:**

- a. The Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) the following rates per straight-time hour worked for each employee covered by this agreement, for the purpose of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing Employers.

1/1/10	1/1/11	1/1/12
\$4.25	\$4.25	\$4.25

Contributions shall be made for any time for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

- (b) Contributions shall be paid to the CWA/ITU Negotiated Pension Plan, PO Box 2380, Colorado Springs, CO 80901, no later than the 15th of the following month, together with reports on forms to be furnished by the Plan or the employer's print-out, if in an acceptable format.
- (c) Title to all monies paid into the Plan shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.
- (d) The Employer recognizes that in addition to the Union's right to enforce this Section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. Past-due contributions are subject to interest of 12 percent per annum (1%) per month of the amount of the delinquency. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith.
- (e) The Employer shall supply to the Union a copy of the Negotiated Pension Plan employer report form or a copy of the Employer's print-out forms upon request.

2. 401(K)

No later than thirty (30) days following the ratification of this Agreement, the Employer agrees to participate in the CWA Savings and Retirement Trust, a plan intended to conform to the requirements of Internal Revenue Code Section 401(k) for certain tax-exempt, Employee contributory plans.

The Employer agrees to:

1. timely execute the Plan's Subscriber Agreement
2. timely pay that portion of their wages that Employees elect to pay into the Plan on the form provided by the Plan; and
3. provide employees with the option of enrolling in the CWA Savings and Retirement Trust 401(k) Plan
4. Pay the Plan's administrative fee each month for each employee who elects to participate in the plan.

All employees who have successfully completed the probationary period are eligible for enrollment.

3. Health & Welfare:

The Employer shall, for the life of this Agreement, pay the same weekly rates as paid under the OPEIU Local 29 contract then in effect.

- (a) The Employer agrees to pay the premium of each employee and his/her dependents for the Office and Professional Employee's Welfare Fund, Plan XIII-O, which includes Comprehensive Medical or HMO, Dental Plan C, Life Insurance (12,000), Vision Care B, Prescription Drug, Long Term Disability Coverage and Orthodontia. It is agreed that to be eligible for coverage, an employee must have been paid for not less than seventy (70) hours in the previous calendar month. The Employer agrees to pay the entire cost of the present schedule of benefits of the Plan for the employee and employee's dependents as determined by the Trustees of the Plan as needed to maintain such schedule of benefits during this Agreement.
- (b) If an employee with two (2) years or more of service is off due to illness or accident, his/her health and welfare coverage shall be extended by the Employer for one (1) year; if an employee with less than two (2) years service is off due to illness or accident, his/her health and welfare coverage shall be extended by the Employer for six (6) months.
- (c) Any majority of workers working for one (1) Employer covered by a Health and Welfare Plan paid by the Employer more beneficial than the Plan established by the Office and Professional Employees International Union Local 29, may choose to retain such plan. All employees shall be entitled to a vote to determine a Plan change. All employees must abide by the majority vote decision.
- (d) The Employer agrees to pay a premium on each employee of Eight Dollars and sixty-five cents (\$8.65) per month, to provide health and welfare benefits to retirees under Method A of the Office and Professional Employees Welfare Fund.

The Office & Professional Employees Welfare Fund provides an Extended Disability Benefit which will commence with the eleventh (11th) week of an employee's disability (illness or accident) and continues for a period not to exceed sixty (60) weeks for each disability.

4. The Employer agrees to implement a dependent care assistance plan as provided by and in conformity with Section 129 of the Internal Revenue Code, provided:

- (a) At least one (1) employee covered by this Agreement requests the implementation of the plan and indicates his/her intent to participate in the plan;
- (b) Said employee has at least one year of service with the Employer;
- (c) The plan can be implemented and administered in conformity with applicable laws and regulations; and
- (d) The Employer is held harmless from tax penalties in the event of unanticipated legal problems with the Plan.

Notwithstanding subsection (b) above, the Employer may at the employee's discretion implement the plan for an employee or employees with less than one year of service.

ARTICLE XII - SICK LEAVE

- (a) New hires will be entitled to one (1) day per month sick leave with full pay dating from date of employment for twelve (12) months. Thereafter said employee shall be entitled to one and one-half (1-1/2) days per month.

- (b) Unused sick leave shall be cumulative, but no more than sixty (60) days of sick leave pay shall be paid during the employee's work year except in the case of serious injury or catastrophic illness.
- (c) Sick leave shall be integrated with Disability Insurance and/or Worker's Compensation Insurance. The Employer will pay an amount which added to the State Disability or Workers Compensation Benefit will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.
- (d) Employees who take a maternity/paternity leave of absence shall be allowed to use their accumulated sick leave. Employees may use accumulated sick leave for personal illness or to care for a member of the immediate family in the case of their illness.
- (e) When an employee has been absent from work for more than two (2) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee if requested by the Employer before sick leave benefits will be paid.
- (f) Upon retirement from active employment, employees shall be entitled to be paid for accumulated sick leave at the rate of fifty percent (50%) of accrued unused sick leave, up to a maximum of sixty (60) days. Maximum payment shall be thirty (30) days. However, in order to be eligible for this benefit, said employee must have been employed with the same Employer for fifteen (15) years.
- (g) Follow-up doctor visits which result from an industrial injury shall not be counted against accrued sick leave. Time not counted against sick leave shall be unpaid. The Employer may request reasonable proof, such as a physician's statement, regarding such visits.
- (h) Employees with accrued sick leave hours of two hundred (200) or more shall be allowed to use one (1) day for personal reasons per year; three hundred (300) accrued sick leave equals two (2) personal days per year; five hundred (500) hours accrued sick leave equals three (3) personal days per year, with two (2) weeks notification or with mutual agreement.

ARTICLE XIII - LEAVES OF ABSENCE

1. Upon request the Employer will grant the employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the actual rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. Leaves shall be limited to a total of six months in any five-year period, unless otherwise specified in this Article. Leaves may be extended by mutual agreement.
2. In the event an employee is elected or appointed to any office or position in the Union or its International, a leave of absence shall be granted for up to three years or the duration of the project, whichever is less. Provided such leave will not cause undue hardship on the operation of the Council.

3. Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job be no longer in effect, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services.

4. An employee with one or more years of service may, upon the birth or adoption of a child, take child-rearing leave not to exceed six (6) months, without pay, but without loss of seniority. An employee choosing to take such leave must so notify the Employer in writing before the end of four weeks following the birth or adoption of the employee's baby. Employees who comply with this provision shall be guaranteed the return to the job held at the time of taking leave, plus any increases given to their classification during the time of the leave of absence. Authorized leave under Section 5 of this Article shall not constitute a break in service and shall be considered as service time for all rights under this Agreement.

5. In the event an employee is called for jury duty, the Employer shall pay such employee the difference between the pay received for jury duty and the employee's regular pay. Time spent on jury duty shall be considered as part of the employee's regular work day. To be eligible for jury pay, an employee is not required to be impaneled.

Any employee, who is served with a legal process to appear, or give testimony, shall receive full pay and benefits for the period of absence less any monies received by them. The aforementioned legal process must be work related.

Employees must report to work if called for Jury Duty but do not serve and are released by 12:00 noon to be validated by a Court Clerk and/or authorized person of the court.

6. Each employee shall receive sufficient time off without reduction in pay to vote on election days.

7. In the event of a death in an employee's immediate family, the Employer will permit the employee to take the necessary time off, with full pay, up to a maximum of three (3) days to attend the funeral, unless the funeral is out of state, in which case the maximum period of time shall be five (5) days. The immediate family shall include: father, mother, spouse, domestic partner (or spousal equivalent), children, brother, sister, father-in-law, mother-in-law, grandparents, grandparents-in-law, grandchildren, sister-in-law and brother-in-law.

8. Any employee offered employment to replace an employee on a leave of absence shall be notified of the possibility of being bumped by the returning employee.

ARTICLE XIV - MISCELLANEOUS

1. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Union.

2. Outside Activities - Employees shall be free to engage in any activities outside of normal working hours provided that such activities do not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in the employee's capacity as representative of the Employer.

3. Personnel File - An employee and the Union with the employee's permission shall have the right to review the employee's personnel file at any time and, upon request, shall be provided copies of all material in the employee's file. The employee shall have the right to answer any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.

4. Troubled Employee - The Employer and the Union jointly recognize alcoholism, drug abuse, and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the employees, Employer and the Union that these illnesses be treated and controlled under the collective bargaining contractual relationship. The joint objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall, during the period of treatment, be entitled to all of the rights and benefits provided to other employees under this Agreement, including sick leave.

ARTICLE XV - TUITION REIMBURSEMENT

Employees are eligible for tuition reimbursement for training related to the employee's current work assignment or to career advancement with the Employer. Employees shall receive full reimbursement for tuition and related costs, including textbooks, but excluding costs for travel and meals unless agreed to at the discretion of the Employer, upon presentation of receipts showing such payment has been made.

Cost for this purpose shall not exceed one thousand (\$1,000) Dollars per calendar year and must have prior approval of the Employer. Said amount may accumulate for no more than three (3) years to a total of no more than three thousand (\$3,000) Dollars.

ARTICLE XVI - EXPENSES AND TRANSPORTATION

1. Employees shall be reimbursed for all authorized, legitimate expenses incurred in the service of the Employer for which receipts are furnished or a reasonable explanation for the lack of receipts is furnished.

2. Employees required to use their personal automobiles shall be reimbursed at the IRS rate.

3. Employees attending a conference with the approval of the Employer shall be reimbursed for the conference fees.

ARTICLE XVII - DURATION AND RENEWAL

1. This Agreement will take effect as of **January 1, 2010 and remain in effect until December 31, 2012**, and for successive one-year periods from year to year thereafter subject to reopening or termination by either party upon notice sixty days prior to the expiration date or anniversary thereof.

2. The terms and conditions of this Agreement shall remain in effect during negotiations for a successor Agreement.

3. If negotiations do not result in a new agreement prior to the expiration of this Agreement, the new agreement shall be made retroactive to the expiration of this Agreement.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this _____ day of July 2012.

ALAMEDA LABOR COUNCIL, AFL-CIO

By Jose Carracho

PACIFIC MEDIA WORKERS GUILD/
LOCAL 39521, TNG-CWA

By _____