

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION (ILWU) AND  
COAST LONGSHORE DIVISION (CLD)**

**And**

**PACIFIC MEDIA WORKERS GUILD/CWA,  
LOCAL 39521, AFL-CIO**

**November 1, 2011 – October 31, 2015**

## AGREEMENT

This agreement is made effective this first day of November, 2011, between the International Longshore and Warehouse Union, AFL-CIO, its Coast Longshore Division (hereinafter referred to as "Employer", and the Pacific Media Workers Guild/CWA (hereinafter referred to as "Guild") chartered by The Newspaper Guild/CWA, AFL-CIO, CLC, Local 39521/TNG 52, for itself and on behalf of all the employees described in Article I.

### **ARTICLE I      COVERAGE**

**Section 1**      This agreement covers all employees of the ILWU except as provided in Section 2.

**Section 2**      The following are excluded from this agreement: The President, Secretary-Treasurer, Vice President(s), Coast Committeemen, Coast Benefit Specialist, Regional Director, International Representative, Organizer, and all employees in job classifications currently covered by the collective bargaining agreement between the International Longshore and Warehouse Union and Local 29, OPEIU. (The President, Secretary-Treasurer, and Vice President(s) are hereinafter collectively referred to as the "Titled Officers".)

### **ARTICLE II      UNION SECURITY**

**Section 1**      It shall be a condition of employment that all employees covered by this agreement who are members of the Guild 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 Guild. 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 day following the beginning of such employment, become and remain members in good standing in the Guild.

**Section 2**      The Guild 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 by-laws of the Pacific Media Workers Guild/CWA.

**Section 3**      The employer shall, in compliance with all applicable law, deduct from the paycheck of each employee in the first pay period for the month, and shall pay to the Guild not later than the tenth (10<sup>th</sup>) day following such deduction, all dues levied by the Guild for the current month.

**Section 4**      In all matters concerning employment there shall be no discrimination against employees because of age, sex, race, creed, color, sexual orientation, national origin, political activities, political beliefs, or union activities.

**Section 5**      The Employer agrees to supply the Guild on January 1 of each year with a salary list of all employees covered by the Guild bargaining unit, showing name, date of birth, date of hiring, job title, and pay rate. The Employer further agrees to supply the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in job classifications or salaries.

**Section 6** There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this agreement.

**Section 7** Employees shall not be required to cross bona fide picket lines.

### ARTICLE III SECURITY

**Section 1** Whenever seniority is referred to in this Agreement, it shall include continuous service with the Employer in a position covered under this Agreement, except for the purpose of vacation and severance entitlement.

**Section 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.

**Section 3** Employees with more than six months of service shall not be subject to discharge or discipline except for just and sufficient cause. The Employer agrees to abide by the concept of progressive discipline recognizing that certain actions are sufficiently serious as to warrant immediate termination.

### ARTICLE IV FILLING OF VACANCIES

**Section 1** The Employer shall attempt to fill vacant positions covered by this Agreement by promotion and, accordingly, before filling any vacancies the Employer shall give advance written notice and first consideration to all employees within the bargaining unit in the filling of such vacancy who are qualified to perform the duties of such vacancy.

### ARTICLE V LAYOFF

**Section 1** The Employer shall notify and consult the Guild at least four weeks in advance of any layoff. Layoff shall not be used as a subterfuge for the discharge of any employee.

**Section 2** Any employee laid off shall be given four (4) weeks advance notice and severance pay at the rate of two (2) weeks pay per full year of employment. Any partial year of employment shall be pro-rated.

**Section 3** Employees on temporary or permanent layoff shall be entitled to full Health, Dental and Prescription Drug Coverage based on their seniority as follows:

One (1) to three (3) years	—	three (3) months
Four (4) to seven (7) years	—	six (6) months
Eight (8) to twelve (12) years	—	twelve (12) months
Thirteen (13) to seventeen (17) years	—	eighteen (18) months
Eighteen (18) to twenty-three (23) years	—	twenty-four (24) months
Twenty-four (24) plus years	—	thirty-six (36) months

Employees who obtain Health insurance coverage from another source shall be dropped from this obligation.

Employees entitled to COBRA coverage shall be afforded this opportunity at the end of the above extended coverage periods.

**Section 4** Each employee with one full year of service or more shall be placed on the rehire list for six (6) months per each complete year of service, up to a maximum of three (3) years on the rehire list.

Said employee shall be notified by the Employer of openings covered by this Agreement. No opening shall be filled from other than the rehire list unless employees on the rehire list do not have the qualifications to perform the work. Time spent on a rehire list by laid-off employees shall not constitute a break in continuity of service and seniority, nor shall time on such a list be counted as service time.

**Section 5** Employees electing severance payments shall no longer be maintained on the rehire list.

## **ARTICLE VI GRIEVANCE PROCEDURE**

**Section 1** The Guild shall designate a committee of its own choosing to take up with the Employer any matter concerning relations between the employees and Employer, including issues arising from the application or interpretation of this agreement. Grievances shall be in good faith, be filed within ten (10) days of the date that a person should have reasonably become aware of the grievance. Failure to comply with this section shall render the issue null and void.

**Section 2** The Employer agrees to meet with the committee within five days after a request for a meeting to discuss any grievance, except that the five-day period may be extended by mutual agreement. The Employer shall respond in writing within 30 days of the initial meeting. Failure to do so shall affirm on behalf of the Guild without prejudice to the Employer. Efforts to adjust grievances shall be made whenever possible during the normal workday and workweek.

**Section 3** Any matter involving the interpretation, application, administration or alleged violation of this agreement (except renewal of this Agreement), including a question of whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration may be submitted for final and binding arbitration by either party within 30 days. Failure of the Guild to request arbitration within 30 days shall render the pending grievance null and void.

**Section 4** An arbitrator shall be selected through the striking process from lists furnished by either the American Arbitration Association, Federal Mediation Service or the State Conciliation Service, as determined by mutual agreement of the parties.

**Section 5** Costs of arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Refusal to share the cost of the transcript shall be deemed a waiver of the party's right to access to the transcript, however.

**Section 6** Arbitrations shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association, except as may be mutually agreed to otherwise.

## **ARTICLE VII CLASSIFICATIONS, SALARIES AND ALLOWANCES**

**Section 1** Classifications shall be determined by the Employer except that a current classification shall not be eliminated or modified as a subterfuge for the discharge or demotion of an employee.

- a. The minimum monthly salary effective November 1, 2011 shall be \$7,076.68. During the life of the Agreement no salary shall be reduced regardless of classification, reorganization or classification reassignment.

**Section 2** Effective May 1<sup>st</sup> of each year, all employees covered by this Agreement shall receive a salary increase equal to the average of the increase in percentage terms in the base rate of pay in the ILWU's three major contracts—Longshore, Northern California Warehouse, and

Local 142's major hotel agreements (tourism). The minimum monthly salary provided for in Section 1 of this Article shall be increased each May 1<sup>st</sup> by an amount equal to the increase provided for in this Section.

The top staff salary will be capped at \$4,000 less than the salary of the International Vice President. "Salary" will mean base salary plus car allowance and expense allowance, and will not include Administrative Assistant's stipend.

For the first two instances in which the top salary is capped, when the staff salary increase is computed, the total increases due the Unit will include any due the staff person whose salary is capped. Their scheduled increase shall be returned to the "pie" and shall make up an "overage" which shall be distributed equally between the two lowest paid non-probationary staff members, and is not to produce a "leapfrogging effect" whereby one staff member's salary surpasses another's as the result of this distribution.

For all subsequent instances in which the top salary is capped the following formula will be used:

1. For each employee subtract his/her salary from the capped salary.
2. Add difference from #1 above.
3. For each employee, divide his/her salary difference from the capped individual (calculated in #1 above) by the sum of the differences calculated in #2 above.
4. For each individual, multiply the overage to be distributed by the ratio determined in #3 above.
5. The result is the salary increase due the individual from the overage.

**Section 3** If an employee is appointed Administrative Assistant to the International President or Titled Officers and the employee accepts such appointment, said employee shall receive, in addition to his or her salary, a stipend of not less than \$200.00 per month.

**Section 4** New Hires (off the street). The employer must pay the new hire the following minimum rate of pay based on work experience in the job. However, the employer may recognize the individual's work experience and pay the individual more than the following minimum rate of pay up to 100% of the contractual rate of pay. Each step shall be paid no later than the annual anniversary of the previous step. Individuals may, at any time, request that the following schedule be accelerated. If the employer denies the request, the employer shall provide an explanation.

Hire-in rate of pay	=	75% of contractual rate
Step 1	=	80% of contractual rate
Step 2	=	85% of contractual rate
Step 3	=	90% of contractual rate
Step 4	=	95% of contractual rate
Step 5	=	100% of contractual rate

**Section 5** Transfers/Promotions. Individuals who are transferred or promoted to a new job shall receive a minimum rate of pay equal to their previous rate of pay plus fifty percent (50%) of the difference between their old rate of pay and the contract rate for the new job rounded up to the nearest step as per the above schedule. Increases shall be provided no less frequently than as per the above schedule.

## ARTICLE VIII VACATIONS

**Section 1** Vacations with pay shall be granted employees who have completed periods of continuous service with the Employer, as follows: after six (6) months, one (1) week; after one (1) year, two (2) weeks; after three (3) years, three (3) weeks; after five (5) years, three (3) weeks plus two (2) days; after seven (7) years, three (3) weeks plus three (3) days; after ten (10) years, four (4) weeks; after fourteen (14) years, four (4) weeks plus two (2) days; after seventeen (17) years, four (4) weeks plus three (3) days; after twenty (20) years, five (5) weeks; and after twenty-five (25) years, six (6) weeks.

**Section 2** It is the policy of the Employer to have vacation used in the year in which it is earned. An employee shall have the right to carry over reasonable amounts of vacation to subsequent years as per existing Employer Staff Policy. Vacation may be cashed out in accordance with the following:

- a. There shall be no cash out of banked vacation.
- b. Up to one half of the employee's current year accrued vacation may be cashed out.

**Section 3** All accrued pro rata vacation time shall be paid to employees taking maternity or paternity leave or other leaves of absence up to the time of the granting of the leave of absence or upon termination of employment.

**Section 4** Requests for vacation shall not be unreasonably denied.

**Section 5** Employers termination of an employee, said employee shall be paid all accrued vacation. For the year in which the employee terminated, vacation shall be pro rated for a partial year of service.

## ARTICLE IX HOLIDAYS

**Section 1** The Employer shall allow time off with pay for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

**Section 2** The Employer shall allow time off for two floating holidays to be taken at the employee's discretion.

**Section 3** An employee shall be entitled to an additional day off for each holiday occurring during the employee's vacation.

**Section 4** When a holiday falls on a Saturday, it shall be observed on Friday or Monday at the discretion of the Employer. If the Employer decides to remain open on Friday and Monday, the staff will be so divided that part of them will work on each of the two days. A holiday falling on a Sunday shall be observed on the succeeding Monday.

## ARTICLE X PENSIONS, HEALTH AND WELFARE, AND DISABILITY

**Section 1** Employees covered by this Agreement shall be covered by the Pension Plan for the Officers and Professional Staff of the International Longshore and Warehouse Union.

**Section 2** Employees eligible to participate in the ILWU 401(k) Plan shall receive an employer matching contribution of up to \$80 per pay period for the first \$80 of employee deferral up to \$1,920 per year.

**Section 3** The employer shall provide health plan arrangements under the ILWU-PMA Welfare Plan. The parties have agreed to forego collective bargaining for employees and retirees on the subject of medical, dental, prescription, drug, vision care, chiropractic, alcohol and drug recovery program, hearing aid and death benefits and instead accept those benefits and provisions negotiated by the ILWU and PMA. Any future discussions on such matters will be subject to this understanding..

Retirees: To be eligible for this plan, a retired employee whose date of hire is on or after November 1, 1990, must have thirteen (13) consecutive years of contributory service under this Agreement or working for an employer signatory to this Agreement ending with the date of Normal, Disability, Early or Postponed Retirement, unless otherwise specified in the provisions of the ILWU-PMA Welfare Plan, as amended.

**Section 4** Full-time employees working under this Agreement shall be provided with a Long-Term Disability (LTD) Program and a Short Term Disability Program (STD). Employees who are on long-term disability shall continue to be covered by the pension and health and welfare plans for as long as they were employees of the ILWU immediately prior to their date of disability.

## **ARTICLE XI SICK LEAVE**

**Section 1** Sick leave is taken as needed and shall not be abused. After eight (8) consecutive days of sick leave, California-based employees shall apply for California State Disability Insurance (CSDI). Upon 30 calendar days of continuous sick leave the employee shall apply for short-term disability. While on disability, sick leave shall be integrated with disability benefits to provide the employee with full salary. If the employee does not qualify for short-term disability then there shall be no sick leave benefit. Sick leave benefits shall stop at the conclusion of short-term disability.

**Section 2** Physical inability to work due to pregnancy shall be considered to be the same as inability to work due to sickness. An employee will automatically be awarded the period of her hospital confinement plus six (6) weeks of sick leave immediately following thereafter on account of pregnancy or physical disability qualifying for State Disability Insurance, whichever is greater.

## **ARTICLE XII LEAVES OF ABSENCE**

**Section 1** Upon request the Employer shall grant 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.

**Section 2** In the event an employee is elected or appointed to any office or position in the Pacific Media Workers Guild, or a local of the Newspaper Guild/CWA, this shall be considered good and sufficient cause for a leave of absence.

**Section 3** Employees inducted into the national service of the United States including the Armed Forces, the Peace Corps and Vista, 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 is no longer in effect, a comparable job with a salary no less than what they would have received had their service with their Employer been continuous, provided that they apply for reinstatement within 90 days after release from the national service.

Any employee with one or more years of service may, upon the birth of a child or in the case of a sick immediate family member, take leave not to exceed six months, without pay, and 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 of the employee's baby or as soon as possible in the case of a sick immediate family member. Employees who comply with this provision shall be guaranteed the return to the job held at the time of the leave of absence. Maternity/paternity leave shall be granted for adoptive parents. Employees may choose to take such leave in the form of a reduced schedule, provided however that such reduced schedule shall not exceed the fulltime equivalent leave. For example, if the employees total fulltime leave is six (6) months, the halftime equivalent leave would be twelve (12) months. Effective as of the expiration date of a six (6) month maternity/paternity leave an employee, upon request, shall be granted up to three (3) months of additional leave for child care.

**Section 4** Employees shall be provided leave with supplemental pay during periods of required jury service and, for a period not to exceed two weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the employer shall be in an amount which when combined with pay received by the employee for such jury duty, or such military reserve training, or such emergency duty, shall equal the total basic salary that would have been received by the employee from the Employer for the same period of time.

**Section 5** Each employee shall receive sufficient time off without reduction in pay to vote in national, state and/or local elections.

**Section 6** Necessary compassionate leave with pay shall be provided to employees in the event of the death of family members.

**Section 7** Authorized leaves 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.

### ARTICLE XIII MISCELLANEOUS

**Section 1** Bulletin Board: The Employer agrees to provide a bulletin board for the use of the Guild.

**Section 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 his capacity as a representative of the Employer.

**Section 3** An employee and the Guild 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. Written warning shall be removed after six months upon the request of the employee.

**Section 4** Troubled Employees: The Employer and the Guild jointly recognize alcoholism, drug abuse, and emotional problems as illnesses which are treatable. It is also recognized that it



is the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing 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.

**Section 5** All existing established past practices concerning any terms and conditions of employment, not altered or removed by this Agreement, shall remain in effect, unless modified in writing by mutual agreement. Such past practices include, but are not limited to, the following items:

1. Between Officers and staff exists a cooperative working relationship, characterized by mutual respect.
2. Staff has used a flexible daily work schedule within the normal 35 hour work week. During or after periods of high work loads that require irregular and/or excessive hours staff members may take comp time at their own discretion.
3. Sick leave is taken as needed.
4. Health and Welfare benefits for employee and employee's spouse and dependents are continued upon normal or early retirement from the ILWU or CPRC as are provided for active employees.
5. Staff travel per diem is the same as that received by the Officers.

The parties recognize additional items may need to be added to this list as they are identified. The Guild agrees to continue its good faith effort to identify any other past practices and inform the employer of their existence in a timely fashion by letter. Such items may be added to the above list at any time by mutual agreement. In the case of disagreement, which may only occur over whether the item was a past practice, the matter shall be resolved by submission for arbitration as provided for under Article VI (Grievance Procedures) of this Agreement.

#### **ARTICLE XIV EXPENSES AND TRANSPORTATION**

**Section 1** Employees shall be reimbursed for all legitimate expenses incurred in the service of the Employer.

**Section 2** Employees required to regularly use their personal automobiles shall receive a monthly allowance of \$300.00 effective November 1, 2011. The allowance shall cover mileage, fuel and insurance for the City Area of work, e.g. San Francisco/Oakland, Portland/Vancouver. The IRS allowed maximum mileage shall be paid for all travel outside of the City Area of work. Those not receiving an auto allowance shall receive the IRS maximum mileage allowance for all auto travel.

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

#### **ARTICLE XV DURATION AND RENEWAL**

**Section 1** There will be a common expiration date of Pacific Media Workers Guild Agreement with OPEIU 29 Agreement. This Agreement shall take effect on November 1, 2011 and remain in effect until October 31, 2015, 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.

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

**Section 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.

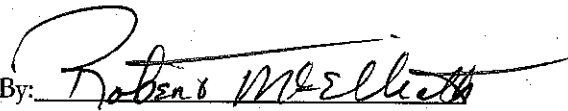
### ARTICLE XVI SUCCESSORS & ASSIGNS

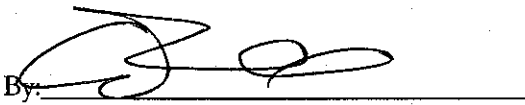
**Section 1** This agreement shall be binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

The employer shall not enter into partnership, consolidation or merger with another person, firm, corporation or organization unless such new entity assumes all accrued obligations and agrees to be bound by the terms and provisions of this Agreement.

INTERNATIONAL LONGSHORE &  
WAREHOUSE UNION

PACIFIC MEDIA WORKERS  
GUILD/CWA

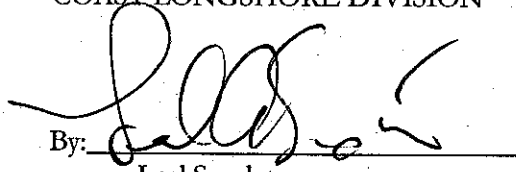
By:   
Robert McEllrath  
International President

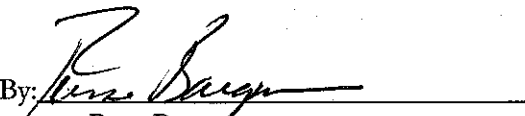
By:   
Carl Hall  
Executive Officer

Date: 5/23/12

Date: 5-16-2012

COAST LONGSHORE DIVISION

By:   
Leal Sundet  
Coast Committeeman

By:   
Russ Bargmann  
Unit Chair

Date: 6/1/2012

Date: 5/18/12