

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
NORTHERN CALIFORNIA MEDIA WORKERS
GUILD/TYPOGRAPHICAL UNION, LOCAL 39521
AND
WAREHOUSE UNION LOCAL 6, ILWU

JULY 1, 2008- JUNE 30, 2013

This agreement is made effective this ____ day of _____, 2009, between the International Longshore and Warehouse Union Local No. 6, AFL-CIO, and the California Media Workers Guild Local 39521 (hereinafter referred to as "Guild") 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

Section 1. This agreement covers Office Manager, Bookkeeper, and any other successor or substitute positions performing the same kind of work as that presently or customarily performed within these positions, or any additional positions performing the same kind of work. All such work shall be considered the jurisdiction of the Guild.

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 local Guild.

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 (10th) 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 inform the Guild in writing of any additions or deletions to the payroll within the unit covered by this Agreement.

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. Representatives of the Guild shall be free to visit its members in the workplace at any time.

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.

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.

Section 4. Employees covered by this Agreement may be laid off for proven economic reasons, and will be placed on a rehire list to fill any future openings in the unit covered by this contract, for which they have the qualifications.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. The Guild may take up with the Employer at any time, any matter concerning relations between the employees and Employer, including issues arising from the application or interpretation of this agreement.

Section 2. A grievance shall first be discussed between the employee and the Secretary-Treasurer of Local 6. If it is not resolved, a representative of the Guild shall meet with the Secretary-Treasurer. Any grievance not satisfactorily settled in these first two steps may be submitted by either party to final and binding arbitration within 30 days of the final meeting. Failure to request arbitration within 30 days shall render the pending grievance null and void.

Section 3. An arbitrator shall be selected through the striking process from a panel of arbitrators which shall be the same panel listed in Section 19.3 of the master Agreement between Local 6 and the Industrial Employers and Distributors Assn. By mutual agreement, the Employer and Guild may, in the alternative, use lists furnished by either the American Arbitration Association, Federal Mediation Service or the State Conciliation Service.

Section 4. 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 5. Arbitrations shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association, except as may be mutually agreed otherwise.

ARTICLE V - CLASSIFICATIONS, SALARIES AND ALLOWANCES

Section 1. The weekly salary for all positions covered by this Agreement shall be 42 times the same hourly rate paid Local 6 Officers. It is understood that when and if Local 6 Officers are paid for more than 45 hours per week, employees under this agreement shall enjoy an increase in salary that maintains the same ratio, rounded to the nearest hour, to the new Officers' work week that 42 hours is to the current 45 hours. (Example: If Officers are paid for 50 hours, employees will be paid for 47 hours.)

Section 2. The hourly rate as of the commencement of this Agreement is **\$23.02** per hour. Per Section 1 above, this rate shall be increased at any time the Local 6 Officers salary is increased.

ARTICLE VI - VACATIONS

Section 1. Employees shall be entitled to vacations at the same rate given Local Officers, and in accordance with the Master Contract.

Section 2. Vacations payments and accrual shall follow the same policy as applied to Local Officers.

ARTICLE VII - 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, **Cesar Chavez's Birthday**, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

Section 2. If any paid holiday falls within an employee's vacation, on Saturday or Sunday, it shall be treated the same as under the Master Local 6 contract, Sections 11.3 and 11.4.

ARTICLE VIII - HEALTH AND WELFARE

Section 1. Pensions: Pension benefit arrangements in place as of the commencement of this Agreement shall continue for the life of the Agreement. By mutual agreement the parties may explore other options if desired by the employees.

Section 2. Health and Welfare: Employees shall continue to be covered by the Local 6 Health and Welfare Plan, for the life of the Agreement.

ARTICLE IX - SICK LEAVE

Section 1. The current policy on sick leave shall be continued for the duration of this Agreement.

ARTICLE X - 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. Other leaves shall be granted consistent with the Master Contract.

Section 2. Jury Duty: Employees shall receive jury duty pay in the same manner as provided in the Master Contract.

Section 3. Necessary compassionate leave with pay shall be provided to employees in the event of the death of family members.

ARTICLE XI - MISCELLANEOUS

Section 1. 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:

Between Officers and staff exists a cooperative working relationship, characterized by mutual respect.

Sick leave is taken as needed.

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 IV (Grievance Procedures) of this Agreement.

ARTICLE XII - 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 use their personal automobiles shall be reimbursed for mileage up to the maximum amount permitted by the Internal Revenue Service, **with a minimum payment of \$20.00 per week regardless of miles driven.**

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

Section 4. Employees shall be reimbursed for telephone expenses incurred in the performance of their duties.

Section 5. Meal expenses shall be paid in the same manner as for Local Officers.

Section 6. Employees shall be reimbursed for transit fees or tolls incurred in traveling to and from the place of employment.

ARTICLE XIII - DURATION AND RENEWAL

Section 1. This Agreement shall take effect on July 1, ~~2008~~, and remain in effect until (through) June 30, ~~2013~~, 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 XIV - SUCCESSORS & ASSIGNS

Section 1. This agreement shall be binding on any and all successors and assigns of the employer, whether by 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 organization unless such new entity assumes all accrued obligations and agrees to be bound by the terms and provisions of this Agreement.

For Warehouse Union Local #6, ILWU

For Northern California Media Workers
Guild/Typographical Union - CWA Local 39521
