

**AGREEMENT**

**BETWEEN THE**

**PACIFIC MEDIA WORKERS GUILD, CWA LOCAL 39521**

**AND**

**THE INTERNATIONAL LONGSHORE AND WAREHOUSE  
UNION – ORGANIZERS**

**NOV. 1, 2011 – OCT. 31, 2020**

This agreement is made effective this 1<sup>st</sup> day of November, 2011 between the International Longshore and Warehouse Union, (hereinafter referred to as “Employer”) and the Pacific Media Workers Guild, CWA Local 39521 (hereinafter referred to as “Guild”) chartered by The NewsGuild/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 project organizers, organizing-researchers, senior researchers, lead organizers, and international organizers. The employer and union shall meet over any newly created positions in California, Oregon, Washington and Alaska, the principal duties of which consist of organizing, to discuss coverage, terms and conditions of employment.

Section 2. Except as otherwise provided in this agreement, the unit acknowledges the established right of the ILWU to manage and to direct the working forces, including, but not limited to, the right to establish new jobs, abolish or change existing jobs; increase or decrease the number of jobs; change materials, processes, equipment and operations; and the right to schedule and assign work, and work to be performed; hire, suspend, demote, discipline, or discharge employees for proper cause; and to transfer or lay off employees because of lack of work or other legitimate reasons.

## 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 (30<sup>th</sup>) 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 NewsGuild/CWA and the by-laws of the Pacific Media Workers 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 (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, gender, gender identity, race, creed, color, sexual orientation, national origin, political activities, political beliefs, or union activities.

Section 5. The Employer agrees to supply the Guild in January 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 - SENORITY AND 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 nine (9) months beginning from the date of hire.

Section 3. Employees with more than nine (9) months of service shall not be subject to discharge or discipline except for just and sufficient cause.

### ARTICLE IV - PROMOTIONS

Section 1. The Employer shall attempt to fill any vacant positions covered by this Agreement by promotion or transfer. Accordingly, before filling any vacancies the Employer shall give advance written notice and consideration to all employees within the bargaining unit who are qualified to perform the duties.

### ARTICLE V - LAYOFF

Section 1. The Employer shall notify and consult the Guild at least four (4) 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:

Nine (9) months to one (1) year	-	one (1) month
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.

#### 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. For the classifications covered by this Agreement, the minimum salaries shall be as follows:

	<u>Effective 5/1/2015</u>
International Organizer/Organizing-Researcher	\$6,192.95 monthly
Organizer/Senior Researcher	\$6,719.97 monthly
Lead Organizer	\$7,214.92 monthly

On May 1 of each year during the term of this contract, the minimum semi-monthly salary shall be readjusted as specified in section 2, below.

Section 2. Each May 1 during the term of this contract, the annual wages of the organizing staff as listed in this document shall be adjusted by a percentage 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) during the previous calendar year.

International Organizers/Lead Organizers, Organizer-Researchers, and Organizers/Senior Researchers may be paid 80% of the normal rate during their first year of employment, and 90% during their second year, and will be advanced to 100% at the beginning of their third year.

Project Organizer

Project organizers may be paid 80% of the international organizer rate during their first year of employment, and 90% during their second year. A project organizer retained beyond two years shall become an International Organizer at the beginning of his/her third year.

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 one (1) year, two (2) weeks however, one (1) week may be taken after nine (9) months; 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, provided that no more than six (6) weeks of vacation may be accrued at one time.

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. An employee who must cancel vacation at the request of the employer shall be reimbursed for non-refundable, pre-booked vacation costs upon providing proof of such costs to the employer.

Section 5. Upon termination, an 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, Cesar Chavez's Birthday, 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.

Section 5. When an employee is required to work on a holiday, the employee shall receive a compensatory day off. The scheduling of the compensatory day off shall be by mutual agreement with the employer.

## ARTICLE X – HEALTH AND WELFARE, PENSIONS, DISABILITY AND 401(k)

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. 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 3. 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.

Section 4. Effective October 1, 2015 for each eligible employee, the employer shall make a 401(k) profit sharing contribution of \$80 per pay period (\$160 per month).

## 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 start of short-term disability.

Section 2. Physical inability to work due to pregnancy shall, except as noted below, be considered to be the same as inability to work due to sickness. Sick leave for maternity shall be granted as provided in the FMLA.

## 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 NewsGuild, or a local of the NewsGuild, this shall be considered good and sufficient cause for a leave of absence.

Section 3. Employees who enter the uniformed services of the United States shall be provided all the benefits they are entitled to under the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

Section 4. Any employee with one or more years of service may, upon the birth or adoption of a child or in the case of a sick immediate family member, take leave not to exceed five 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 or adoption of the employee's child 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 taking leave, plus any increases given to their classification during the time of the leave of absence.

Section 5. Employees shall be provided leave with supplemental pay during periods of required jury duty and during required military reserve training or during emergency military reserve duty, for a period not to exceed two weeks per year. 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 6. Each employee shall receive sufficient time off without reduction in pay to vote in national, state and/or local elections.

Section 7. Necessary compassionate leave with pay shall be provided to employees in the event of the death of family members. Family members include spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, mother-in-law and father-in-law. Additional unpaid leave may be granted as reasonably requested.

Section 8. 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 one (1) year upon the request of the employee.

Section 4. Troubled Employees: The Employer and the Guild jointly recognize alcoholism, drug abuse, and diagnosed mental or emotional illness 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. Sick leave is taken as needed.
3. Health and Welfare benefits for employee and employee's spouse and dependents are continued upon normal or early retirement from the ILWU as are provided for active employees for the term of the agreement.
4. ILWU acknowledges that past practice has been to allow an organizer to return home periodically when traveling for extensive periods (multiple weeks at a time) at a mutually agreeable time. The ILWU shall not unreasonably withhold approval for such requests to return home. In the case of a bona fide emergency, the ILWU will allow the individual to return home



to deal with such emergency.

5. Staff will continue to use a flexible daily work schedule within the normal work week. After periods of high workloads that require irregular and/or excessive hours, staff members may take a reasonable amount of comp time with the approval of the Vice President, Mainland.

6. Provisions of this contract that are identical to those in the Administrative Staff Guild Contract shall have the same meaning.

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 Procedure) 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. Organizing-Researchers and Organizer/Senior Researcher when required to use their personal automobiles shall be reimbursed for mileage up to the maximum amount permitted by the Internal Revenue Service upon submission of appropriate documentation (travel from, to, date, and purpose).

Section 3. Effective October 1, 2015 Organizers and Lead Organizers shall receive a car allowance of \$362.50 paid semi-monthly (\$725 monthly). Effective September 1, 2017, the car allowance shall be \$750 monthly. Effective September 1, 2019, the car allowance shall be \$800 monthly. Should an employee be off more than 5 days in a month, such as for vacation, sick leave, disability, etc., the car allowance shall be pro rated. In such cases, the pro rated car allowance shall be equal to the monthly car allowance – ((number of days off divided by 22) times the monthly car allowance). They shall maintain the following minimum insurance and shall provide proof of such semi-annually to the employer:

- \$100,000 Liability Per Person
- \$300,000 Liability Per Accident
- \$100,000 Property Damage
- \$100,000 Uninsured Motorist Per Person
- \$300,000 Uninsured Motorist Per Accident

They shall also list the ILWU as an additional insured.

Section 4. The mileage reimbursement in Section 2 above and the Car Allowance in Section 3 above shall be the total automobile reimbursement paid to employees. There shall not be separate reimbursement for gas, oil, oil changes, insurance, or any other automobile related expense. Exception: Organizers and Lead Organizers who are assigned to travel by automobile more than 150 miles from their Assigned Location (see below) and have driven more than the result of three times the amount of the car allowance (e.g. 2,175 if the car allowance is \$725) divided by the IRS mileage rate in the fiscal quarter (January – March, April – June, July –

September, October – December) shall be reimbursed at the IRS mileage rate for the mileage in excess of three times the amount of the car allowance divided by the IRS mileage rate, provided, however that they can demonstrate that they have driven such work miles by a log showing date, starting location, starting mileage, ending mileage, ending location, and work purpose. In no case shall commute mileage be reimbursed.

<u>Area</u>	<u>Assigned Location</u>
Southern California	Local 13 Office
Northern California	Local 6 Oakland Office
Pacific Northwest	Local 9 Office

For example, the Puget Sound organizer is assigned to assist Local 5 with an organizing drive in the first quarter (a distance of 177 miles, so over the 150 mile threshold). For the first quarter the organizer produces a log which shows 3,850 work miles. The current IRS mileage rate is \$0.575/mile. Using the formula above,  $2,175$  (which is 3 months times the \$725/month care allowance) divided by  $.575$  results in  $3,783$ ; the organizer will be reimbursed for 67 miles ( $3850 - 3783 = 67$ ) at the IRS rate of \$0.575, which equates to \$38.53

Section 5. Employees attending a conference with the approval of the Employer shall be reimbursed for the conference fees per Section 1 above.

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

Section 1. This Agreement shall take effect November 1, 2011, and remain in effect until October 31, 2020, 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. There shall be one car allowance re-opener in August 2016 for the purpose of verifying that the car allowance is sufficient to fully reimburse organizers and/or lead organizers for their legitimate business use of their automobiles during the first full year of this agreement. It is the responsibility of the organizers and lead organizers to keep appropriate documentation (travel from, to, date, purpose and mileage data) during the first full year of this agreement, and to make a proposal for the re-opener if their own data supports increasing the car allowance for the remainder of the contract term, other than the built-in increases described in Article XIV, Section 3.

Section 3. The terms and conditions of this Agreement shall remain in effect during negotiations for a successor agreement.

Section 4. 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 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 INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION

By: Ray Familathe  
Ray Familathe  
Vice President - Mainland

Date: 9-17-15

FOR PACIFIC MEDIA WORKERS GUILD -  
CWA, LOCAL 39521 AFL-CIO, CLC

By: Kathleen S. Anderson  
Kathleen S. Anderson  
Administrative Officer

Date: Sept. 17, 2015