

AGREEMENT

BY AND BETWEEN

HAWAII PUBLICATIONS, INC.,
d/b/a *The Maui Bulletin*
Maui, Hawaii

AND

PACIFIC MEDIA WORKERS GUILD, LOCAL 39521

August 1, 2012 - November 30, 2014

TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION AND UNION SECURITY 3

ARTICLE 2 – COVERAGE 3

ARTICLE 3 – MANAGEMENT RIGHTS 4

ARTICLE 4 – DISCIPLINE OR DISCHARGE..... 4

ARTICLE 5 – EMPLOYEE DATA 4

ARTICLE 6 – DISCRIMINATION 5

ARTICLE 7 – BULLETIN BOARDS..... 5

ARTICLE 8 – SENIORITY..... 5

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE 6

ARTICLE 10 – OUTSIDE ACTIVITY 8

ARTICLE 11 – ACCESS TO PREMISES 9

ARTICLE 12 – PART-TIME AND TEMPORARY EMPLOYEES 9

ARTICLE 13 – NO STRIKES OR LOCKOUTS 9

ARTICLE 14 – GENERAL LEAVES OF ABSENCE 10

ARTICLE 15 – VACATIONS 11

ARTICLE 16 – HOLIDAYS..... 12

ARTICLE 17 – SICK LEAVE..... 12

ARTICLE 18 – MEDICAL INSURANCE 13

ARTICLE 19 – DEDUCTION OF UNION DUES FROM WAGES 13

ARTICLE 20 – JURY DUTY 14

ARTICLE 21 – BEREAVEMENT LEAVE 14

ARTICLE 22 – 401 (K) PLAN..... 14

ARTICLE 23 – AUTOMOBILE ALLOWANCE AND OTHER EXPENSES..... 15

ARTICLE 24 – WORK DAY–WORK WEEK..... 15

ARTICLE 25 – MINIMUM PAY AND CLASSIFICATIONS 16

ARTICLE 26 – COMMISSIONS..... 16

ARTICLE 27. FLEXIBLE SPENDING ACCOUNT 17

ARTICLE 28 – HEALTH AND SAFETY..... 17

ARTICLE 29 – MODIFICATION OF AGREEMENT 17

ARTICLE 30 – DOCUMENT CONTAINS ENTIRE AGREEMENT..... 17

ARTICLE 31 – DURATION OF AGREEMENT..... 17

EXHIBIT A – MINIMUM PAY AND CLASSIFICATIONS..... 19

EXHIBIT B – AUTHORIZATION FORM FOR DEDUCTION OF GUILD DUES OUT OF WAGES 20

EXHIBIT C – GRIEVANCE FORM..... 21

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between HAWAII PUBLICATIONS INC., d/b/a The Maui Bulletin, hereinafter referred to as the "Company" and the PACIFIC MEDIA WORKERS GUILD, LOCAL 39521 chartered by the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Guild," for itself and on behalf of the employees of the Company described in Article 2:

Article 1 – UNION RECOGNITION AND UNION SECURITY

1.1 The Company recognizes the Guild as the sole and exclusive collective bargaining agent for all employees covered by this agreement.

1.2 Each employee covered by this agreement who was a member of the Guild on the effective date of this agreement or who becomes a member thereafter shall remain a member thereof for the duration of this agreement.

1.3 New employees shall, immediately following the expiration of thirty (30) calendar days after commencing employment with the Company, choose as a condition of continued employment one of the following options:

(a) Become and remain a member of the Guild to the extent of paying an initiation fee and membership dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild; or

(b) Pay to the Guild (by means of an Exhibit "B," Authorization Form For Deduction of Guild Dues Out Of Wages, attached hereto and made a part hereof) for the Guild's negotiation and administration of the collective bargaining agreement on such employee's behalf, an amount equal to the current Guild initiation fee and monthly amount equal to the membership dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild.

Article 2 – COVERAGE

2.1 All employees as described in the unit certified on August 13, 2003 by the National Labor Relations Board in Case No. 37-AC-37 as follows:

All full-time and regular part-time employees of the Maui Bulletin and Maui Big Book, excluding all other employees, including professional employees, confidential employees, employees covered by other bargaining units, managers, supervisors, and guards and watchpersons as defined by the Act, as amended.

2.2 All production, inside sales and clerical work shall be performed by bargaining unit members, except that performed by the manager of The Maui Bulletin. All outside sales work will be assigned to bargaining unit members. There will be no house accounts. No bargaining unit member shall be laid off, displaced, nor suffer financial loss, by the manager's performance of the above mentioned work. A temporary employee may fill in for a bargaining unit member on a leave of absence. No bargaining unit member shall be laid off, displaced, nor suffer financial loss, by a temporary employee's performance of the above mentioned work.

2.3 Except as provided for in sub-Article 2.2 above, the Company will not assign work to individuals not covered by this agreement, including but not limited to subcontractors and independent contractors.

2.4 The Guild shall be given thirty (30) days notice of intent to introduce new or modified equipment, machines, apparatus, or processes, which will create new job classifications or alter the job content of existing job classifications.

2.5 The Company will provide training whenever new equipment, machines, apparatus or processes are introduced to upgrade the skills of employees. Such Company required training will be during regular working hours on Company time and at Company expense. Whenever such training is scheduled on an employee's regular day off, the Company may schedule the employee to attend the training on overtime for all hours worked with a minimum of two (2) hours for each day of training.

Article 3 – MANAGEMENT RIGHTS

3.1. Except as limited by a specific provision set forth in this written Agreement the Company reserves and retains the sole and exclusive rights to direct and manage its Maui Bulletin business, operations and working forces under all normal, inherent, traditional, and/or common law principles, whether exercised or not.

3.2. Such reserved and retained rights and powers include, but are not limited to, the following: to determine the type and quantities of products to be published, produced, distributed, or sold; to determine the need to hire, promote, lay off, and recall; to assign work within classifications, hours of work, and work days; to compensate employees in excess of minimum hourly wage rates or other compensation levels; to maintain good order and efficiency; to discharge, suspend, and discipline employees for just and sufficient cause pursuant to Article 4 of this Agreement; to establish work rules and regulations not in conflict with this Agreement governing the conduct of employees on the Company's time or Company's property; subject to Articles 2.4 and 2.5, to introduce new, more efficient, or improved means, methods, and processes of sales, production, maintenance, service, and operations, including but not limited to advanced technology; to determine the size and composition of the work force; to determine reasonably necessary qualifications to fill new or vacant jobs; to discontinue all or any part of the Company's operations covered by this Agreement; and, to sell, or otherwise dispose of all or any part of the Company's operations, business, plant, or equipment. The foregoing list of reserved and retained rights and powers is by way of illustration and is not intended to be exclusive or limiting.

3.3 Upon request the Company will meet with the Guild to negotiate the effects of changes, determinations or actions on individual employees or the bargaining unit.

Article 4 – DISCIPLINE OR DISCHARGE

4.1 Employees shall be subject to discipline or discharge for just and sufficient cause. The Guild and the disciplined or discharged employee shall be furnished the reason thereof in writing within ninety-six (96) hours.

4.2 Employees on probation as defined in Article 8 of this Agreement have no rights under this Agreement and may be summarily discharged.

4.3 An employee may review his or her personnel file during regular business hours.

4.4 In any case of discipline or discharge where the arbitrator finds that such discipline or discharge was improper or excessive, such discipline or discharge may be set aside, reduced or otherwise changed by the arbitrator under Article 9 (Grievance Procedure). If the penalty is set aside, reduced or otherwise changed, the arbitrator, in his or her discretion, may award back pay to compensate the employee, wholly or partially for any wages lost because of the penalty. If a back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the penalty is in effect shall be deducted by the arbitrator in determining the amount of award.

Article 5 – EMPLOYEE DATA

5.1 The Company shall supply the Guild upon the signing of this agreement and semi-annually thereafter, a list containing the following information for all employees in the bargaining unit:

(a) Name, address, sex, date of birth, date of hire, classification, salary experience, and social security number.

(b) All merit increases granted, by name, individual amount, resulting new salary and effective date.

(c) Step-up increases paid by name, individual amount, resulting new salary and effective date.

(d) Changes in classifications, salary changes and effective date.

(e) Resignations, retirements and any other revisions in the data supplied in the first paragraph of this Article, and effective date.

5.2 Within one (1) week after the hiring of a new employee, the Company shall furnish the Guild in writing with the data specified in the first paragraph of this Article 5.

Article 6 – DISCRIMINATION

6.1 The Company shall not discriminate against any employee because of membership in the Guild or for legitimate Guild activity; provided, however, that such activity shall not be unreasonably conducted during working hours or interfere with the conduct of the Company's operations. Both parties agree that neither party, nor any of the Guild's Officers or members, nor any of the Company's executives or agents, will attempt to intimidate or coerce employees into joining or not joining the Guild.

6.2 Neither the Company nor the Guild shall discriminate against any person because of age, sex, race, religion, color, national origin, marital or parental status, family relationship, sexual preference, political belief, disability, or veteran status.

Article 7 – BULLETIN BOARDS

The Company agrees to provide two bulletin boards suitably placed for the use of the Guild.

Article 8 – SENIORITY

8.1 An employee's seniority with the Company is defined as the employee's total length of continuous full-time employment with the Company since his/her most recent date of hire. Seniority for part-time employees is measured as total hours worked since his/her most recent date of hire.

8.2 An employee shall be considered to be on probation until the completion of three (3) months of service with the Company, however, the three (3) months probationary period may be extended to six (6) months provided the Company notifies the employee and the Guild of this extension before the completion of two (2) months of employment.

8.3 The principle of seniority shall not apply to any employee until the employee shall have completed the probationary period in accordance with this Article 8. The Company in its discretion may discharge probationary employees.

8.4 Seniority shall be broken and all employment rights cease should any of the following occur:

(a) Upon discharge for just and sufficient cause, resignation, or retirement;

(b) When an employee is in layoff status in excess of twelve (12) months

(c) When an employee fails to report to work in response to a layoff recall notice within five (5) calendar days of the mailing of a certified letter to the last known address of the employee on record with the Company.

8.5 Subject to the specific language of other Articles in this Agreement, the principle of seniority will govern all matters of vacation scheduling and personal day scheduling. The Company will take seniority into consideration when scheduling holiday work.

8.6 When it becomes necessary to reduce the workforce, the following will apply:

(a) The Company will give the Guild and affected employees fourteen (14) days written notice of intent to reduce the workforce. The Guild and the Company shall meet within seven (7) calendar days of notice to reduce the workforce for the purpose of discussing alternatives and finding ways to reduce hardship.

(b) In the event of the reduction of the workforce, temporary employees, if any, will be laid off first. Part-time workers shall be laid off before full-time workers, provided remaining workers have the demonstrated ability to perform the job.

(c) In case of layoff or recall after such layoff, length of continuous service with the Company shall govern where employees are competent to perform the job. This principle of seniority shall not apply to any employee until the employee shall have completed the probationary period in accordance with this Article 8.

(d) An employee laid off pursuant to this Article 8 will be placed on a rehire list. Employees on the rehire list will be recalled to their former job or another job for which they are qualified according to their original date of hire whenever a vacancy exists. The Company will hire from the rehire list as long as there are individuals on the list.

8.7 Notice of all job vacancies or openings at the Maui Bulletin shall be posted on the bulletin boards for seven (7) calendar days in advance of filling such vacancies or interviewing from outside the Company, for the purpose of filling these jobs with present employees whenever possible. In making promotions or transfers to fill such vacancies, the Company will consider Maui Bulletin employees and their qualifications for the job. If there is no material difference in the relevant factors (such as merit, ability, performance and turnout), length of continuous service with the Company will govern. This sub-Article 8.7 shall not be considered to preclude temporary transfers and/or hires to fill such job vacancies in an emergency.

Article 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.1 A grievance is defined as an alleged violation of this Agreement by the Company.

9.2 All grievances shall be handled in the following manner:

Step 1 When there is a grievance, it shall be first be filed within thirty (30) days of the occurrence of the alleged violation or the date the Guild reasonably could have known of the alleged violation. The supervisor or his/her designee will meet with the Guild within seven (7) calendar days of the date the grievance was filed and will give an oral answer within seven (7) calendar days of the meeting.

Step 2 If a satisfactory settlement was not reached during Step 1, or if the Guild determines it is more appropriate to file the Grievance directly in Step 2, the grievance shall be reduced to writing on a grievance form (Exhibit C) The written grievance must specify by Article and Paragraph Number the provision of this Agreement claimed to have been violated, the specific remedy sought, and a statement of the pertinent facts as known to the Guild. The written grievance must then be presented to the Publisher or his designated representative within seven (7) calendar days following the Step 1 oral answer by the immediate supervisor. A

Step 2 meeting will be scheduled with the Publisher within seven (7) calendar days following receipt by the Publisher. The Publisher will give his written response within fourteen (14) calendar days following the meeting. If the dispute is not resolved in the foregoing steps, the dispute may be submitted to arbitration by the Guild as provided in this Article.

9.3 The time limits regarding this grievance and arbitration procedure will be strictly adhered to unless extended in writing by mutual agreement. If the Guild fails to process a grievance with the time limits provided for in this grievance procedure, the grievance shall be considered null and void. If the Company fails to answer a grievance within the time limits provided, the Guild may then carry the grievance to the next step of the procedure. The step to arbitration must be made within the same time limits which would have prevailed had the Company answered the grievance on the last day allowed in the various steps of the procedure.

9.4 The parties will cooperate in settling grievances in a timely manner, without interfering with the timely production of the Company's publications or the affairs of the Guild.

9.5 If the grievance remains unsettled following Step 2 the Guild may move the grievance to arbitration by filing a written demand for arbitration with the Company within thirty (30) calendar days from the date of the Company's written decision in Step 2.

9.6 The parties will meet within seven (7) calendar days after receipt of the Guild's written demand for arbitration and endeavor to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the Guild will, within fourteen (14) calendar days, write to the American Arbitration Association (hereinafter AAA) requesting a panel of nine (9) arbitrators, including five (5) arbitrators from the State of Hawaii. A copy of the Guild's request will be sent to the Company. The Guild's request shall specify the grievance to be arbitrated, the specific Article of the Agreement violated, the remedy sought, and shall include a copy of the grievance.

9.7 After receipt of the arbitration panel, the parties shall meet or otherwise communicate to mutually agree on one of those arbitrators submitted or to strike names. The parties shall flip a coin to determine who strikes first. The Company and the Guild will alternatively strike from the list of arbitrators until there is only one name left, who will hear the case.

9.8 All correspondence by the Guild or the Company with AAA or the arbitrator concerning the arbitration shall be made with copies to the other party.

9.9 Arbitration awards given in compliance with this Article 9 shall be final and binding on the Guild, bargaining unit employees and the Company. In all matters pertaining to the conduct of the arbitration case, the rules of AAA will apply. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligation of the parties under this Agreement.

9.10 An arbitrator under this Agreement shall not have the right to:

(a) Alter, amend, add to, subtract from, ignore, modify, change, write in, or take out any words, terms, conditions, or provisions of this Agreement;

(b) The arbitrator shall have no power to change established compensation levels, to establish new jobs, or to change existing jobs, however the arbitrator shall have the right to determine whether or not the Company has done the above in violation of this Agreement, and to fashion an appropriate remedy consistent with this Agreement.

(c) Questions of arbitrability will be governed by AAA rules and be decided by the arbitrator selected to hear the grievance.

9.11 Only grievances which involve an alleged violation by the Company of the terms of this Agreement, and which are processed in the manner and within the time limits provided in this Agreement, shall

be subject to arbitration. Unless precluded by law, any dispute which is based on events which occur after the termination of this Agreement is expressly excluded from the jurisdiction of the arbitrator except by mutual consent of the parties.

9.12 It shall be the duty of the arbitrator to render a decision within thirty (30) days following the close of the hearing. If the parties desire to file post-hearing briefs, the arbitrator shall render the decision within thirty (30) calendar days of the receipt of the briefs. The arbitrator's award shall include any justification and rationale for the award that the arbitrator deems appropriate.

9.13 The Guild and the Company will share equally all expenses of the arbitrator, as well as the costs of the hearing room and a transcript as provided for in 9.17 below. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

9.14 In the case of a pay shortage of which the employee could not have been aware before receiving the pay, any adjustments shall be retroactive to the beginning of the pay period covered by the pay or for thirty (30) calendar days, whichever is greater.

9.15 In any case of discipline or discharge where the arbitrator finds that such discipline or discharge was improper or excessive, such discipline or discharge may be set aside, reduced or otherwise changed by the arbitrator. If the penalty is set aside, reduced or otherwise changed, the arbitrator, in his or her discretion, may award back pay to compensate the employee, wholly or partially for any wages lost because of the penalty. If a back pay award is made, wages received from any other employment or any other sums received as unemployment or workers' compensation or sums which could have been earned with diligent effort shall be deducted by the arbitrator in determining the amount of the award.

9.16 Arbitration of each grievance shall be handled separately by separate arbitrators, except the parties may by mutual agreement combine grievances similar in nature into one grievance for the purpose of arbitration.

9.17 A court reporter may be present and record the proceedings. A transcript of the proceedings shall not be required in formal hearings except in cases where the parties agree it should be made. Either party may, at its own expense, furnish a transcript to the arbitrator without the consent of the other party; provided, however, that the other party shall be entitled to a copy of the transcript or access to the original transcript by agreement to pay one-half (1/2) of the total transcript cost and the cost of the copy.

9.18 The parties may, by mutual agreement, request the arbitrator to conduct an informal hearing. An informal hearing shall mean a hearing without a reporter being present to transcribe the testimony of witnesses and arguments by the representatives of the parties, but in all other respects the foregoing provisions of this Article 9 shall be applicable. In the case of an informal hearing, the decision of the arbitrator shall be limited to a written statement of his conclusion, without comment on the evidence or statement of the reasons therefore.

9.19 In the event a grievance involves an employee discharged without just and sufficient cause, the Guild may file the grievance at Step 2. The Publisher or his designee will meet with the Guild within seven (7) calendar days and render a decision within seven (7) calendar days of the meeting. If the parties remain in disagreement, the Guild may proceed to arbitration pursuant to the provisions of this Article.

Article 10 – OUTSIDE ACTIVITY

10.1 (a) Employees shall be free on their own time to engage in activities not performed for media, such as For Profit printed publications, broadcast stations, and internet content providers, based in the State of Hawaii.

(b) The activities referred to in this Article shall not adversely affect the Company's reputation for dealing fairly and impartially.

(c) The Company shall be notified in advance of such activities.

(d) No employee shall use the name of the Company or any feature title or other materials of the Company to further the employee's outside activities.

Article 11 – ACCESS TO PREMISES

Guild representatives shall have access to the Maui Bulletin during working hours. Representatives will endeavor to notify the Publisher or another manager or supervisor of the Company in advance of the visit; will attempt to schedule the visit at a convenient time, and will avoid unnecessary disruption of the work. The Company will cooperate with the Guild and the representative by allowing the visit.

Article 12 – PART-TIME AND TEMPORARY EMPLOYEES

12.1 Part-time employees shall be on an hourly basis. The hourly rate shall be in accordance with Exhibit "A".

12.2 Part-time employees shall be defined as those who work normally an average of seventy-five (75) percent or less of the hours in the scheduled workweek.

12.3 Part-time employees will not be hired for the purpose of reducing the work opportunity of regular employees below the normal workweek.

12.4 Temporary employees as defined under the National Labor Relations Act, may be employed to substitute for a regular employee on maternity leave or other leave of absence. A temporary employee who is offered regular employment status after the end of the leave of absence for which he/she was hired as a replacement shall have a hire date reflecting all temporary service.

Article 13 – NO STRIKES OR LOCKOUTS

13.1 The Company agrees that so long as this Agreement is in effect, and any renewal or extension thereof, there shall be no lockouts.

13.2 The Guild agrees, that so long as this Agreement is in effect, and any renewal or extension thereof, there shall be no strikes or any other kind of work stoppage or interference with the operation of the Company on any account (including but not limited to unfair labor practice strikes, sympathy strikes, or wildcat strikes) or in connection with any grievance or dispute arising out of the terms of this agreement. The Guild further agrees that so long as this Agreement is in effect, and any renewal or extension thereof, it will not authorize, condone, ratify, or support any public boycotts of the Company's premises, customers, readers, or its products.

13.3 During the term of this Agreement, any employee who participates in any form of the above-prohibited activities may be subject to discipline up to and including discharge pursuant to Article 4 of this Agreement.

13.4 In the event of the occurrence of the above, the Company will promptly notify the Guild by telephone and facsimile of the violation. The Guild will, upon receiving notice from the Company, take good faith affirmative action to prevent or stop the unauthorized action.

13.5 In the event of any violation of any terms of this Article, either the Company or the Guild shall have the right to seek an injunction in either federal or state court, the choice to be at the sole discretion of the moving party. The determination of legal matters involving this Article will be determined and enforced from the courts and not through arbitration, unless it is mutually agreed by the parties to seek arbitration.

13.6 In the event of an unauthorized strike or other action listed above, the Company will not be required to negotiate on the matter of the dispute which gave rise to the unauthorized action until the action has ceased and the employees have returned to work.

13.7 It is understood that the Company will be under no obligation to continue remuneration in any form, direct or indirect (including holidays, vacations, or contributions to any employee benefit plan), to any employee engaged in any conduct prohibited by this Article for or during the period of the prohibited conduct.

13.8 Bargaining unit members will not be required to render production assistance to any Company whose plants are struck by Pacific Media Workers Guild, Local No. 39521 or to any Company who has locked out members of Pacific Media Workers Guild, Local No. 39521.

Article 14 – GENERAL LEAVES OF ABSENCE

14.1 All federal and state mandated leaves shall be granted in accordance with their respective provisions.

14.2 The Company may grant regular full-time employees in good standing who have completed one (1) or more years of accumulated service, leaves of absence without pay for such period as may be agreed upon by the Company and the individual.

14.3 Authorized absences for a period of up to five (5) weeks within a twelve (12)-month period shall not be used to extend the vacation eligibility date.

14.4 Leaves of absence, granted in writing, shall not count as breaks in continuity of service, but the time spent on such leaves of absence shall not be considered service time in computing sickness pay, severance payments or vacations.

14.5 Military leave of absence without pay shall be granted to all regular employees who are inducted, enlist or otherwise called into active duty in any branch of military service of the United States or a State National Guard. Employees on such leave will be entitled to all rights granted by applicable Federal or State Law, including but not limited to USERRA.

14.6 An employee will be considered to have resigned voluntarily, if the employee does not report to work at the expiration date of his leave of absence. His employment shall terminate automatically unless excused by the Company.

14.7 Except as otherwise provided in this Agreement, an employee desiring to return to work prior to the termination of his leave shall give the Company at least seven (7) days' notice in writing of his intention to return to work.

14.8 If an employee is elected or appointed to an office of The Newspaper Guild or the AFL-CIO, CLC, or an office of a local of The Newspaper Guild, or an office of any organization with which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence and shall be reinstated in the same or comparable position upon the expiration of such leave as long as the employee's absence does not unduly interfere with the Company's operation and further that no more than one (1) employee shall be on such leave at any one time.

14.9 Union leaves of absence shall not count as breaks in continuous service. Such leaves shall be considered service time in computing all benefits.

14.10 Employees shall be eligible for maternity leave for a period not to exceed six (6) months. Such employees shall be entitled to reinstatement in the same or a comparable job, provided they make application on or prior to three (3) months after delivery.

Article 15 – VACATIONS

15.1 Vacation is determined by length of service. All vacation is earned on a calendar year basis to be taken in the subsequent calendar year. Vacation time is calculated as follows:

First Calendar Year – A maximum of two weeks can be earned during the first calendar year of employment, to be taken during the second calendar year of employment. Vacation earned during this first calendar year will be computed on a pro rata basis using the total number of straight time hours worked during the year, divided by 1,950 straight time hours in a year. The resulting vacation earned will be rounded up to the nearest day.

Calendar Years 2 through 5 – Two weeks' vacation can be earned during the second through the fifth calendar years of employment, to be taken in the third through sixth calendar years of employment.

Calendar Year 6 and thereafter – Three weeks' vacation can be earned during the sixth and subsequent calendar years of employment, to be taken during the seventh and subsequent years of employment.

Employees who do not qualify for a paid vacation under the foregoing provision, shall be entitled to a prorated vacation prorated on the basis of hours actually worked and hours normally worked on a regular shift, based also on the employee's length of service with the Company.

15.2 Time lost while on sick leave shall count as time worked for all employees.

15.3 Scheduling of Vacation. Vacation shall be scheduled by seniority of employees and by the following procedure.

(a) The Company shall post vacation entitlement of each employee and the restrictions as to the number of employees permitted to go on vacation at a time and what times and dates are available for the taking of vacation by December 1st of the preceding year.

(b) The vacation schedule period shall be the two (2) month period starting December 1st of the preceding year ending January 31st of the vacation year. Vacations shall be scheduled during the vacation scheduling period by seniority. All vacations scheduled during the vacation scheduling period that are not in conflict with the posted restrictions or the seniority provisions as forth herein, shall be approved as scheduled. An employee who schedules his or her vacation during the vacation scheduling period cannot be bumped by an employee with more seniority from his or her vacation that was scheduled during the vacation scheduling period.

(c) Employees who schedule their vacation after the vacation scheduling period shall be subject to scheduling their vacations on a first-come first-served basis as well as the posted restrictions and whatever time and dates are still available. Any conflicts shall be decided by seniority.

(d) There shall be no switching of scheduled vacations unless it is agreed to by the individuals involved and the Company. By mutual agreement between the employee and the Company, an employee may change his/her vacation to another time that is available according to seniority and posted restrictions.

(e) In the event an employee's vacation is changed due to an emergency which is not the request of the employee or another employee and there is no mutually agreeable time for the employee to reschedule his or her vacation, the employee shall be paid in cash for any unused vacation remaining in that year.

(f) The Company will guarantee that all Maui Bulletin employees have the opportunity to take all vacation each year. No employee will be allowed to carry over any vacation from one (1) year to the next.

15.6 No employee shall be required to use any of the employee's accrued vacation benefits while such employee is suffering from a bona fide illness or injury.

15.7 Pay for vacation shall be at the rate which the employee is receiving at the time the employee's vacation starts. On request, the employees shall be given their vacation checks one (1) week prior to commencement of their vacation.

15.8 In the event of the death of an employee or termination of employment, pay in full for any vacation due the employee, including pro rata credits earned within that same year shall be due and payable to the beneficiary designated by the employee or if no beneficiary has been named, to the employee's estate within one (1) week.

Article 16 – HOLIDAYS

16.1 The following days are designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

16.2 The Company will follow its current practice of maintaining a half (1/2) day schedule of December 24th and December 31st each year. Employees will be scheduled to work four (4) hours on those days at no loss of pay.

16.3 Any employee required or scheduled to work on a holiday shall receive their regular straight time hourly base rate of pay. In addition, that employee will receive another day off with pay within the same payroll week.

16.4 Any employee who is on a scheduled vacation on one of the above listed holidays shall receive another day off with pay.

16.5 Effective January 1, 2007, the Employee's birthday shall be added to the list of designated holidays for employees with five (5) or more years of continuous service with the Company.

Article 17 – SICK LEAVE

17.1 The company will grant sick leave at full pay for full-time employees on a calendar year basis under the following formula:

Six (6) months of service but less than a year	Three (3) days per year
One (1) year of service but less than five (5) yrs.	Five (5) days per year
Five (5) years of service but less than fifteen (15) yrs.	Ten (10) days per year
Fifteen (15) years and over	Twelve (12) days per year

(Such sick leave will be at full pay and start as of first day of illness or injury)

17.2 No cash payments are made for unused sick leave at the end of each year or at termination of employment; however, employees may carryover up to five (5) days of unused sick leave to the next year in addition to the schedule above.

17.3 The Employer may request a physician's certificate of inability to work because of illness or injury, and further may withhold sick pay until a required physician's certificated is submitted under the following circumstances:

- (a) The absence due to illness or injury is of three (3) days duration or longer or

(b) An employee has been notified in advance that he/she is required to submit a physician's certificate upon return from each absence which is due to illness or injury.

17.4 Sick leave is for an illness or injury to the employee and not for an illness or injury to a family member or relative, unless otherwise required by state or federal law.

17.5 Absences due to work related injuries will be paid through workers compensation insurance (subject to applicable waiting periods). Employees may use available sick leave hours to make up the difference between 100% of full pay and workers' compensation payments.

17.6 Non-work related absences that qualify for temporary disability insurance will be paid through a temporary disability insurance program.

(a) The Employer will provide Temporary Disability Insurance for all employees covered by this agreement as provided by Chapter 392, Hawaii Revised Statutes and regulations relating thereto.

(b) Such TDI benefits shall be supplemented by using the number of unused sick leave hours necessary to provide for one hundred percent (100%) of an employee's regular straight-time weekly earnings until the number of unused sick leave hours as provided in this section have been exhausted.

17.7 Additional unpaid leave may be available under the federal or Hawaii Family Leave Act.

Article 18 – MEDICAL INSURANCE

18.1 Single coverage with Kaiser Permanente Plan and HMSA, with dental, drug and vision riders is provided. The base plan will be the one with the lowest premium cost, determined during the open enrollment period each year.

18.2 Employee's portion of the monthly premium cost of single coverage is the maximum allowable under state law, currently the lesser of 1.5% of monthly compensation or \$50.

18.3 The monthly premium cost difference between the base plan and the other medical plan will be paid for by the employee.

18.4 Coverage for dependents is available under both plans, at the employee's expense, except that the Company shall contribute \$50/month for two-party coverage and \$100/month for three-party or more coverage.

18.5 All payments for medical plan premiums may be made on a pre-tax basis through the Company's Pre-Tax Premium Conversion Plan.

18.6 It is agreed that dependents of employees who attain the age of nineteen (19) will continue to be covered by the Plan up to age twenty five (25) while they are attending school as full time students.

Article 19 – DEDUCTION OF UNION DUES FROM WAGES

19.1 The Company agrees to deduct from the earnings of members of the Guild and from those employees who are otherwise required to pay an amount equivalent to dues to the Guild under Article 1 of this agreement, who shall so request in writing, an initiation fee, dues and assessments in amounts as certified to the Company by the Guild in writing. Such written requests shall be upon a form identical with the attached form marked Exhibit "B." The Company will check off the dues in accordance with the list furnished by the Guild and remit to the Guild once each month.

19.2 In requesting deductions for “assessments” as used in the dues deduction authorization form of this agreement, the Guild will restrict such request to assessments assessed on all employees and members referred to above, on a percentage basis as an incident of dues payment to the Guild. The deduction of assessments and transmission to the Guild shall not be made unless such assessment constitutes “payment of membership dues in a labor organization” within the meaning of Article 302©(4) of the Labor-Management Relations Act of 1947, as amended.

19.3 In case any employee does not have the total amount of any deduction due him on any payroll from which deductions are made, the deduction shall be made out of the next succeeding payroll upon which the employee has the total amount due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishment, and deduction required by law to be made by the Company shall have priority over deductions for Guild dues.

19.4 The Guild shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Company for the purpose of complying with the provisions of this Article or any assignment of certificate which shall be furnished to the Company under any such provisions.

Article 20 – JURY DUTY

20.1 Employees required to be absent from their employment to serve on a jury or as a witness before any court or government body having the power to summons shall be paid their regular straight time wages minus any jury pay (excluding mileage) received for such service. Such absence shall be supported by a statement signed by the Clerk of the Court certifying as to actual time spent in required attendance.

20.2 Employees are required to report to work when a reasonable amount of working time either before or after jury duty is available; provided that on a late shift an employee shall be excused from such shift in sufficient time to allow nine (9) hours of rest before reporting for jury duty, said time taken off to be compensated for.

20.3 Such absence on jury duty shall be counted as time worked in computing all benefits.

Article 21 – BEREAVEMENT LEAVE

21.2 An employee is entitled to take up to three days of paid leave in the event of the death of a spouse, parent, child, stepchild, grandchild, brother, sister, grandparent or the parent of the employee’s spouse. Such days of paid leave need not be consecutive.

Article 22 – 401 (K) PLAN

22.1 Employees who have attained age 21 are eligible for participation in the Company 401(k) plan on the first of January and July following completion of one year with 1,000 hours of service.

22.2 Employees who have worked at least 1,950 hours in the previous 12 months are eligible for an Company match on a monthly basis as long as they have a scheduled workweek of at least thirty-seven and one-half (37-1/2) hours. While part-time employees are eligible to join the plan, they will only receive an Company match as of the end of any calendar year in which they work at least 1,950 hours. The Company will match employee contributions at the rate of 25% of the first 6% of an employee’s contribution to a maximum of 1.5%.

Article 23 – AUTOMOBILE ALLOWANCE AND OTHER EXPENSES

23.1 Mileage reimbursement for business purposes will be paid at the standard automobile allowance rate as set periodically by the Internal Revenue Service [IRS] regulations.

23.2 All miles driven for business purposes must be documented and submitted at the end of each month for payment with the first paycheck of the following month.

23.3 Expenses incurred by the employee in the service of the Company shall be paid by the Company when approved in advance by the Company. The payment for cellular telephone use shall be twenty-nine dollars and ninety-five cents (\$29.95) per month.

Article 24 – WORK DAY–WORK WEEK

24.1. The normal, complete payroll workweek will consist of seven (7) consecutive workdays beginning at the start of the employee's first shift on each Sunday and ending at the conclusion of the employee's last shift starting on the following Saturday.

24.2. The workweek for full-time employees will be forty (40) hours over five (5) days with two consecutive days off. The workweek and workdays for part-time employees will be dictated by the Company's needs. Part-time employees may be scheduled for up to five days per week.

24.3 Outside salespersons are exempt from the overtime provisions of this agreement.

24.4 The Company will determine and schedule working hours, work days, and assignments and will post the same one (1) week in advance of the workweek to which the schedule applies. By mutual agreement between the employee and the Company, the schedule of working hours and days may be changed without an overtime penalty.

24.5 All employees will be allowed to take an unpaid meal break of no less than thirty (30) minutes nor more than sixty (60) minutes as determined by the Company.

24.6 The workday will be eight (8) hours falling within nine (9) consecutive hours. It is agreed that employees in the production department may be scheduled for up to ten (10) hours falling within eleven (11) consecutive hours on any given day and shorter shifts on other days within a payroll week. It is understood that production department employees are covered by all other paragraphs of this Article 24.

24.7 The days off shall be regular and consecutive. Days off for salespeople will be Saturday and Sunday each week.

24.8 If an employee is allowed time off during a regular working day, the Company may require that this time be made up within the same workweek.

24.9 Overtime

(a) All work performed in excess of 10 hours in any workday or forty (40) hours in any workweek. If an employee is required to work beyond his or her scheduled daily shift, at the employee's request, he may take compensatory time off in lieu of overtime pay.

(b) Overtime work shall be paid for at one and one-half (1-1/2) times the basic straight time hourly rate.

(c) Overtime shall not be credited to an employee unless such overtime was authorized or ordered by the Company. In the event it is necessary to work overtime to complete an essential

assignment and overtime authorization is not available, the employee may complete the assignment and then report the overtime to his/her supervisor as soon as possible but no later than the start of his/her next shift. Such overtime will then be credited and paid.

(d) A record of overtime shall be kept by the Company and shall be available to the employee and the Guild upon request.

24.10 If unavoidably prevented from reporting to work on time, an employee should notify his immediate supervisor as soon as feasible.

24.11 There shall not be less than ten (10) hours between an employee's regularly scheduled shifts.

24.12 If an employee completes his shift and leaves the premises, then such employee will not be called back to work.

Article 25 – MINIMUM PAY AND CLASSIFICATIONS

25.1 The Classification of employees and the rates of pay for such classifications are shown in Exhibit A attached thereto and made a part hereof.

25.2 There shall be no reduction in salaries. The term "salaries" means all forms of compensation, including the basis and rates for computing commissions and bonuses.

25.3 Nothing in this agreement shall prevent employees from bargaining individually for salary increases in excess of the minimum established herein.

25.4 Experience shall include all regular employment on any publication or corresponding experience in other businesses in which an employee performed work similar in character to that required by the Company.

25.5 In the event any new job is established or the job content of an existing job is substantially changed, the Company shall notify the Guild with a copy of the job description of the new or changed job and rates. If after such re-evaluation of an existing job or establishment of a new job and after a trial period of sixty (60) days, there is a dispute concerning the appropriateness of the rate set, such dispute shall be handled in accordance with Article 9 (Grievance Procedure). Any readjustments resulting will be retroactive to the date of change.

25.6 Paychecks shall be issued to employees biweekly.

Article 26 – COMMISSIONS

26.1 Where called for in attached Exhibit A, commissions will be paid on collections for all sales, including new business and renewal business.

26.2 Commissions will be paid each pay period.

26.3 Active advertising clients are defined as those clients that: (a) have had advertising published in the Maui Bulletin within the past ninety (90) days; or (b) seasonal accounts that have had advertising published in the Maui Bulletin within the past thirteen (13) months. Such accounts may only be transferred from one salesperson to another upon a showing of a compelling business reason such as the likely loss of an account. Any reallocation of accounts by the employer shall be done in a fair and equitable manner. Such reassignments may be challenged pursuant to the Grievance and Arbitration procedure contained in this agreement.

26.4 In the event a salesperson leaves the employ of the Company, the Company shall **retain the option** of either hiring another salesperson or distributing the active accounts equally among the remaining salespeople.

26.5 A salesperson that leaves the employ of the Company will be paid commissions for all collections received prior to that employee's termination.

Article 27. FLEXIBLE SPENDING ACCOUNT

The Company will provide a Section 125, Flexible Spending Plan for employees who wish to participate to pay for eligible expenses such as child or elder care, unreimbursed medical/dental expenses, etc. Excess funds in the plan at the end of any year may be carried forward and used during the period January 1 through March 15 of the subsequent year. Following March 15 of the subsequent year, excess funds will be donated to an appropriate charity.

Article 28 – HEALTH AND SAFETY

28.1 The Company agrees to maintain a clean, safe, healthful, sufficiently ventilated and lighted place for performance of all work in each department. Any complaints arising due to unsanitary or unsafe conditions shall be investigated and corrected immediately.

28.2 The parties will establish a Joint Health and Safety Committee to identify and monitor safety issues in the workplace. The committee will consist of one (1) member appointed by the Guild and one (1) member appointed by the Company. The committee will meet at least once every three (3) months, but may meet more frequently as needed. The Company will implement the recommendations of the committee.

28.3 Employees required to work at a VDT will be allowed breaks to rest their eyes as needed.

Article 29 – MODIFICATION OF AGREEMENT

No provisions or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

Article 30 – DOCUMENT CONTAINS ENTIRE AGREEMENT

This document contains the entire agreement of the parties and neither party has made any representations to the other, which are not contained herein.

Article 31 – DURATION OF AGREEMENT

31.1. This Agreement shall commence on August 1, 2012 and expire on November 30, 2014. Within ninety (90) days prior to the termination of this agreement, the Company or the Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during the negotiations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this _____ day of _____, 2012.

HAWAII PUBLICATIONS, INC.,
d/b/a *The Maui Bulletin*

PACIFIC MEDIA WORKERS
GUILD, TNG/CWA, LOCAL 39521

By _____

By _____

Its _____

Its _____

Exhibit A – MINIMUM PAY AND CLASSIFICATIONS

General Clerical, including inside sales, reception, input typist - Rates per hour										
Eff. 8/1/12	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	After Yr 9
	10.00	10.40	10.85	11.30	11.75	12.20	12.65	13.10	13.55	14.60
Inside sales also receives a 10% commission on collections										

Graphic Artist - Rates per hour										
Eff. 8/1/12	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	After Yr 9
	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.60

Graphics Assistant- Rates per hour										
Eff. 8/1/12	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	After Yr 9
	10.00	10.40	10.85	11.30	11.75	12.20	12.65	13.10	13.55	14.60

<p>Outside Sales Representative Full-time outside sales representatives will be paid a base salary of \$300/wk plus 15% commission on collections Part-time outside sales representative will receive a pro-rated base salary based \$300 for 40 hours worked plus 15% commission on collections Outside sales representatives shall receive one-time lump-sum bonuses of \$400 on 1/1/06, 1/1/07, and 1/1/08.</p>
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- 1) For the purposes of this pay calculation only, the Graphics Artist and Graphics Assistant employed as of 12/31/05 shall be considered to be in the category of "After Yr 9" on this scale.
- 2) There shall be no reduction of pay or commissions for current employees as the result of the implementation of this schedule.
- 3) The above listed rates are minimums and the Employer reserves the right to pay more than any "step" or top of scale.

Exhibit B – AUTHORIZATION FORM FOR DEDUCTION OF GUILD DUES OUT OF WAGES

I, _____, an employee of THE MAUI BULLETIN, voluntarily agree to have the Company take out of my wages, dues and assessments in amounts determined by the Guild in accordance with its Constitution and Bylaws, as certified to you in writing by the Guild, and to turn over to the Guild signatory to the existing Collective Bargaining Agreement any and all such monies.

This authorization shall become effective upon the date set forth below and cannot be canceled for a period of one year from this date or until the termination of the existing Collective Bargaining Agreement between the Company and the Guild, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable Collective Bargaining Agreement between the Company and the Guild whichever shall be shorter unless:

- (1) I cancel this authorization by written notice to the Company within ten days after the expiration of any such one year period; or
- (2) In the case of the expiration of any applicable Collective Bargaining Agreement between the Company and the Guild during any such one year period, I cancel this authorization by written notice to the Company at any time during the period following the expiration of the applicable Collective Bargaining Agreement and ten days after the effective date of any new agreement.

This authorization shall be suspended during any period in which there is no Collective Bargaining Agreement in effect between the Company and the Guild.

This authorization shall end if my employment with the Company ends.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947.

(Date)

(Signature of Employee)

(Company)

(Print Name of Employee)

(Position)

(Mailing Address)

(Date of hire)

(Phone)

(Hourly Rate)

(Social Security Number)

Receipt of the foregoing is acknowledged by Company:

(Signature of Company's Representative) (Date)

(Print Name of Company's Representative)

Exhibit C – GRIEVANCE FORM

PACIFIC MEDIA WORKERS GUILD

Local 39521, The Newspaper Guild / CWA, AFL-CIO
888 Mililani Street., Ste 303 HONOLULU, HAWAII 96813

Telephone: (808) 531-5455 Fax: (808) 585-6465

FORMAL GRIEVANCE

1. Name(s) of Grievant: _____
2. Provision(s) of Agreement alleged to be violated (specify Article and Section):
 - a) _____
 - b) _____
 - c) _____
 - d) _____
3. Date(s) of the alleged violation: _____
4. Statement of the facts giving rise to the grievance: _____

5. Remedy requested: _____

Signature(s) of Grievant(s)

Signature of Authorized Representative of the Guild

Date: _____

Date: _____

6. Date grievance presented to publisher (or his designated representative): _____
7. Date of Step 2 Meeting: _____
8. Date and substance of Publisher's reply to written grievance: _____

