

AGREEMENT

2016-2019

PACIFIC MEDIA WORKERS GUILD

Local 39521, The NewsGuild - CWA
(AFL-CIO, CLC)

and

BAY CITY NEWS SERVICE

PREAMBLE

This Agreement is between the Pacific Media Workers Guild, Local 39521, The NewsGuild - CWA (the Union), and Bay City News Service (the Employer). This Agreement shall be effective for the period beginning April 1, 2016, and ending at 11:59 p.m. on March 31, 2019.

At any time after January 1, 2019, the Employer or the Guild may initiate negotiations for a new Agreement to take effect following March 31, 2019. Negotiations shall commence within 30 days of either party's notice of intent to negotiate. If a new Agreement between the Employer and the Guild is reached effective March 31, 2019, such Agreement will supplant the current Agreement.

The terms and conditions of this Agreement shall remain in effect until negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to March 31, 2019, any new Agreement reached after March 31, 2019, shall be made retroactive to March 31, 2019.

ARTICLE I—RECOGNITION AND COVERAGE

The Employer recognizes the Pacific Media Workers Guild as the collective bargaining representative of the editorial employees of Bay City News Service, excluding all other employees, including guards, supervisors, independent contractors, interns and temporary employees.

ARTICLE II--EQUAL OPPORTUNITY

Both parties hereto affirm their intentions to adhere to and support policies which afford equal opportunity to qualified individuals, regardless of their race, creed, color, national origin, gender, age, sexual orientation or disability pursuant to the standards of, and in conformance with, applicable State and Federal laws regarding such matters.

ARTICLE III--GUILD SHOP

The Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

ARTICLE IV--DUES DEDUCTION

A) Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the biweekly earnings of such employee and pay to the Guild in self-addressed stamped envelopes provided by the Guild no later than the 10th of each month all Guild membership dues deducted. Such membership dues shall be deducted from the

employee's earnings at a percentage of gross earnings which shall be the same percentage for all employees. Such schedule may be amended by the Guild no more than two times in a calendar year with two weeks prior written notice to the Employer. All employees' voluntary written assignment shall remain effective in accordance with the terms of such assignment.

B) The Guild holds harmless Bay City News Service for any proceeding, dispute or litigation resulting from such voluntary dues deduction.

C) Dues deductions forwarded to the Guild under provisions of this article shall include an accounting of dues deducted from each member's pay alongside each member's name.

D) The dues deduction assignment shall be made upon the following form:

-----SAMPLE ONLY-----

ASSIGNMENT
and
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Bay City News Service

I hereby assign to the Pacific Media Workers Guild, and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Pacific Media Workers Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Pacific Media Workers Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this agreement and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's signature

Date

ARTICLE V--INFORMATION

A) The Employer shall supply to the Guild upon written notice but no more often than once in a calendar year, the name, address, gender, date of birth, date of hire, full-time/part-time status and wage rate of employees covered by this agreement.

B) The Employer shall cause to be mailed monthly by the 10th of the month to the Guild on a form and in a stamped, self-addressed envelope supplied by the Guild a report including the following:

1. For persons hired into the editorial department--employee name, address, cell and home phone numbers, social security number, birth date, gender, date of hire, whether part-time or temporary, salary;
2. The names of employees who separate, the date of separation;
3. Any leaves of absence of a month or more and returns from such leave;
4. Any changes from full-time or part-time status

C) Upon request by any employee, the Employer shall make available for his or her inspection the employee's personnel file, provided that such inspection shall be made during employee's off-hours.

ARTICLE VI--GRIEVANCE PROCEDURE

In the event a dispute arises concerning the application or interpretation of the specific provisions of this agreement, the Union may initiate grievances in the following manner:

A) The Union shall submit to the Employer a written statement concerning the nature of the allegation, the specific provision of this agreement alleged to have been violated, and the remedy requested. Any dispute which may arise must be submitted to the Employer in writing within forty-five (45) days of the date that such violation is alleged to have occurred or further appeal rights will be lost.

B) Within ten (10) working days of the filing of the written grievance, the Employer and the Union shall meet for the purposes of determining the nature of the dispute, the position of the parties, and suggested remedies. The purpose of the meeting shall be to resolve or settle the dispute.

C) In the event the meeting does not resolve the dispute, the Employer shall forward to the Union within ten (10) working days its position and decision in the matter, which shall be binding to both parties if not protested by the Union in an additional ten (10) days).

D) In the event the Union does not agree with the Employer's final position, it must submit to the Employer its position, notifying at the same time the Employer and the Federal Mediation and Conciliation Service that without resolution of the pending dispute the Union will exercise its right to strike within fifteen (15) days. The date the strike is expected to commence will be included in the transmittal letter which shall be sent via certified mail.

E) The Employer and the Union shall meet within fifteen (15) days period under the auspices of the Federal Mediator. If the Union and the Employer cannot settle the dispute, the Union may exercise its right to strike on the date set forth in the notice to the Federal Mediator, provided if the Union does not strike on that date the grievance will be deemed to be settled on the basis of the employer's last written position.

F) The time limits set forth herein may be extended only by specific written agreement between the parties.

ARTICLE VII--SECURITY

A) Each newly hired employee shall first serve a probationary period of 390 hours worked, during which period the Employer may terminate the employee at will. Following the successfully completed probationary period, the employee's hourly rate shall be increased by fifty cents (\$0.50) per hour. In the case of temporary employees who are hired as regular employees after they have completed more than 390 hours as a temporary, the probationary period will be deemed to have been successfully completed. Temporary employees who are hired as regular employees prior to completion of 390 hours as a temporary shall have the hours worked as a temporary employee counted toward completion of their probationary period.

B) In hiring new employees, prior experience of an applicant shall be considered by the Employer in setting the initial rate of pay.

C) The Employer agrees not to have or enter into an agreement with another employer binding such other employer not to offer or give employment to an employee of the Employer.

D) Upon hiring, new employees shall be given a copy of the collective bargaining agreement.

E) An employee who has completed the probationary period may be terminated by the Employer for cause. In the event the employee wishes to protest the discharge, he may appeal the discharge through the grievance procedure set forth herein.

F) The Employer shall inform an employee summoned for an investigatory interview which reasonably may lead to the employee's disciplinary suspension or discharge that he/she may request the presence of a Union agent at the meeting.

G) When reductions in force are necessary, the Employer will lay off employees giving consideration to merit, skill, ability, length of service, job performance and work available.

H) Any employees terminated in a reduction of force shall be placed upon a rehiring list for six months. The Employer shall not hire any person not on such list to fill a vacancy so long as the rehiring list exists. Persons on the rehiring list shall be hired in accordance with their length of service with the Employer, provided they are available to return to employment with the Employer within two weeks.

ARTICLE VIII--SEVERANCE

Upon termination of employment, except in the case of an employee who leaves the employ of the Employer of his/her own volition, an employee shall receive cash severance pay in a lump sum equal to one week's salary for each two (2) years worked, but no more than eight (8) week's salary and no less than two (2) week's salary, such pay to be computed at the highest weekly compensation received by the employee during service with the Employer.

Employees who have not successfully completed the probation period are not eligible to receive severance pay.

If an employee dies, the Employer shall pay the employee's beneficiary, or the employee's estate, if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.

ARTICLE IX--TRANSFERS

A) It is understood that the present area of coverage of the Employer is within commuting distance. Nonetheless, it is not the policy of the Employer to permanently assign employees full time to a bureau other than the bureau or bureaus to which they were originally hired; provided that the Employer may temporarily assign employees to other bureaus for up to three (3) months. Employees temporarily transferred will be compensated for additional mileage beyond their normal commute distance.

Transfers to regular full-time bureau duty for more than three (3) months will be only with the employee's consent. Employees transferred to regular full-time bureau duty for more than three (3) months, to a bureau more than 30 miles one-way from their last regular work place, will be compensated for additional mileage beyond their previous normal commute distance, for a period of one month. The provisions of this article apply only to transfers to a bureau in existence at the time of signing of this agreement.

B) No employee shall be penalized for refusing to accept a promotion to a higher rated classification or a transfer.

ARTICLE X--HOURS OF WORK

A) The work week shall be forty (40) hours beginning 11:30 p.m. Sunday, so divided as to meet the needs of the Employer.

B) The workday on the day shift shall be eight (8) hours exclusive of a lunch period of no more than one (1) hour.

C) The night shifts shall be eight (8) hours, inclusive of a half (1/2) hour paid on-duty lunch period. Night shifts are shifts beginning between 3:30 p.m. and 3 a.m.

D) Work in excess of forty (40) hours in a week or eight (8) hours in a day for all employees shall be compensated at one and a half (1 1/2) the employee's straight time hourly rate of pay.

E) Overtime shall be worked only when specifically required by the Employer and authorized in advance.

F) Employees called back to work before ten (10) hours have elapsed since the end of their last shift shall be paid a minimum of four (4) hours, including travel time, at the overtime rate, and their schedule may be adjusted to fit prevailing conditions.

G) A schedule of work for employees will be posted by the Employer ten (10) calendar days ahead which will provide for at least ten (10) hours between shifts; provided, the Employer reserves the right to adjust the schedule to fit prevailing conditions without penalty. The Employer will notify employees of changes in their work schedule before the end of the shifts before such schedule is changed.

H) The Employer will make every effort to schedule days off consecutively.

I) Seniority will be a consideration in the assignment of shifts.

ARTICLE XI--LEAVES OF ABSENCE

- A) The Employer may, at its discretion, grant personal leaves of absence to employees for a time certain, to be determined by the employee and the Employer.
- B) If an employee is elected or appointed to a position in The Newspaper Guild, or a local of The Newspaper Guild, such employee shall be given a leave of absence not to exceed three (3) months and shall be reinstated in the same or comparable position upon expiration of such leave. At least two (2) weeks notice of such leave must be given in writing to Bay City News Service.
- C) A leave of absence upon request shall be granted to a maximum of one (1) employee elected or appointed as a delegate to a sector conference of The Newspaper Guild for a period of time equal to the length of the convention plus travel time. At least two (2) weeks notice of such leave must be given in writing to Bay City News Service.
- D) Parental leave of up to six (6) months without pay shall be granted upon request of an employee. Any parent who has exhausted his or her parental leave may request a part-time schedule upon returning to work for a period not to exceed one (1) year, provided such part-time opportunity exists, and subject to Employer approval, which shall not be unreasonably denied. Benefits and other terms during said part-time status shall be governed by the part-time provisions of this Agreement.
- E) Leaves of absence for military service shall be available to employees pursuant to the Universal Military Training and Selective Service Act, as amended.
- F) Three (3) workdays of bereavement leave with pay and two (2) workdays of bereavement leave without pay shall be granted to an employee to attend the funeral of a member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, child, spouse, grandparents or domestic partner.
- G) An employee with at least one (1) year of employment, required to report for jury service on a day the employee normally would have been scheduled to work any shift, shall be paid for a maximum of five (5) days of such jury service in a calendar year at the employee's regular straight time rate of pay minus any pay received as such jury person. Such employee's position need not be filled except at the option of the Employer. To be eligible for such payment, the employee must inform the Personnel Manager or the business office in writing of the call to jury service within 24 hours of receipt of the official notification (if the notice is received on a Friday, then such written notice will not be required; however, the employee will inform the Personnel Manager or the business office promptly on the Monday following by telephone or otherwise), and then must furnish a statement of jury service from the clerk of the court.
- H) Leaves of absence shall be without pay unless specifically set forth otherwise herein.

I) Leaves of absence shall not be counted as time worked but shall be counted as service time for the purpose of vacation, sick leave, and wages to a maximum of three months in any one calendar year.

ARTICLE XII--HOLIDAYS

A) Regular full-time employees who have completed one (1) year of continuous service and who are regularly scheduled to work thirty (30) or more hours per week shall be entitled to the following paid holidays: Christmas Day (or another day of the employee's choice which will be scheduled according to the same guidelines used for floating holidays, outlined below), the day observed as Independence Day, Labor Day, Thanksgiving, Memorial Day, New Year's Day, President's Day and a floating holiday of the employee's choice, scheduled according to the following guidelines:

1) Floating holidays will be scheduled by agreement between the employee and the Employer.

2) By December 31 of each year the Employer shall post a calendar of available days and weeks of floating holidays for the following year. Employees shall designate their preference for floating holiday time on the calendar. The Employer shall determine the number of employees on floating holiday at any one time and may block out periods completely for floating holiday time.

3) If there exists a dispute between employees for a specific floating holiday time off, the employee with the greater seniority shall have priority for the first thirty (30) days after the posting of available days.

4) Employees who sign up or change their floating holiday after the available days have been posted for thirty (30) days will be given priority for open weeks or days in the order that they sign up.

5) Employees who don't take a floating holiday within an employment anniversary year shall be paid one-day's pay in lieu of the floating holiday. Payment shall be made within 30 days of the end of the employment anniversary year.

B) Eligible employees who are not required to work but who are regularly scheduled to work on the day that the aforementioned holiday falls, shall be paid their straight time rate for the shifts.

C) An employee who is scheduled to work on a shift beginning after 3:29 p.m. on Christmas Eve shall be paid double time for hours worked, in addition to holiday pay, if eligible. If for any reason an employee's shift should start after 1:00 p.m. but before 3:30 p.m. on Christmas Eve, the employee shall be paid at the straight time rate until 3:30 p.m., and paid at double time after 3:30 p.m., in addition to holiday pay, if eligible,

and if the employee's shift exceeds eight hours, he/she shall be paid at time and a half for time worked between 1:00 and 3:30 p.m. An employee scheduled to work on Christmas Day shall be paid double time for all hours worked prior to 11:15 p.m. in addition to holiday pay, if eligible.

D) Employees who are scheduled to work on shifts beginning after 3:29 p.m. on New Year's Eve and before 3:30 p.m. on New Year's Day shall be paid one and a half (1 and 1/2) times their straight time hourly rate for all hours worked.

E) Employees who are scheduled to work on the day observed as Independence Day, Thanksgiving Day, Labor Day and Memorial Day and President's Day on shifts beginning between 11:15 p.m. on the day before the aforementioned holiday, and 3:30 p.m. of the holiday, shall be paid time and one half for all hours worked.

F) Employees who have worked part-time for one (1) continuous year and are made full-time -- thirty (30) or more hours per week--shall become eligible for holiday pay after six (6) months continuous service as full-time employees.

Employees who have worked part-time for two (2) continuous years and are made full-time -- thirty (30) or more hours per week -- shall immediately become eligible for holiday pay.

G) Employees who are eligible for holiday pay and do not work the holiday shall have holiday hours counted within the forty (40)-hour work week before overtime becomes payable.

ARTICLE XIII--SICK PAY

A) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week--shall be eligible for twenty-four (24) hours of sick leave after ninety (90) days of employment and an additional thirty-two (32) hours of sick leave in the first full year of employment -- for a total of fifty-six (56) hours of sick leave for the first full year of employment. After one year of continuous full-time employment, regular full-time employees shall be eligible for fifty-six (56) hours of sick leave per year, prorated at approximately 4.66 hours per month. Sick leave is to be used for bona fide illness or accident which disables the employee from reporting to work on a scheduled work day, or to care for family members or the employee's designee. A doctor's certificate of disability may be required, but there is no limit to the amount of accrued sick leave that may be used each year.

B) Regular full-time employees shall be entitled to eight (8) hours sick pay during the probationary period, which will be debited from the twenty-four (24) hours of sick leave that said employees will earn after ninety (90) days of continuous full-time service.

C) Unused sick leave may be accumulated from year to year, not to exceed twenty-four (24) days. Sick leave shall be integrated with Worker's Compensation or Unemployment Disability payments to the extent that employees shall not receive more than they would have received had they been working.

D) Any unused sick pay over eighty (80) hours may be cashed out once a year, during the month of June.

F) Part-time employees shall be entitled to one (1) hour of sick pay for every thirty (30) hours worked for a minimum of twenty-four (24) hours per year, and may begin using accrued sick pay upon the 90th day of employment. If a part-time employee becomes full time, said employee shall be eligible for sick leave prorated at approximately 4.66 hours per month, not to exceed fifty-six (56) hours within the full year of employment.

G) To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco and Oakland Paid Sick Leave Ordinances, and shall supersede and be considered to have fulfilled all requirements of said ordinances as presently written, and or amended during the life of this agreement.

ARTICLE XIV--PART TIME AND TEMPORARY EMPLOYEES

A) Part-time employees shall be employees who are scheduled to work less than thirty (30) hours per week.

B) Part-time employees shall be eligible for benefits only insofar as specifically set forth in each provision of this agreement.

C) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months.

ARTICLE XV--EXPENSES

A) Employees shall be reimbursed for out-of-pocket expenses authorized by the Employer.

B) Employees required to use their automobile in the pursuit of the employer's business shall be compensated at the IRS standard mileage rate. Mileage payments may be increased by the Employer at its discretion.

C) Employees who work on any shift other than a swing shift, overnight shift, or daytime desk editing shift, shall qualify for and shall receive \$1 per day for every full day worked to compensate for their use of their personal cell phone on Employer business, whether they are required to use the phone on their shift or not. Effective April 1, 2017, the cell phone reimbursement for qualified employees shall be increased to

\$1.25 per working day. Effective April 1, 2018, the cell phone reimbursement for qualified employees shall be increased to \$1.50 per working day.

ARTICLE XVI--VACATIONS

A) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for eight (8) days of paid vacation per year after one (1) year of continuous service.

B) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for ten (10) days of paid vacation per year after two (2) years of continuous service.

C) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for fifteen (15) days of paid vacation per year after three (3) years of continuous service.

D) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for seventeen (17) days of paid vacation per year upon eight (8) or more years of continuous service.

E) Vacations will be scheduled by agreement between the employee and the Employer.

F) By December 31 of each year the Employer shall post a calendar of available days and weeks of vacations for the following year. The employees shall designate their preference for vacation time on the calendar. The Employer shall determine the number of employees on vacation at any one time and may block out periods completely for vacation time.

G) If there exists a dispute between employees for a specific time off, the employee with the greater seniority shall have priority for the first thirty (30) days after posting.

H) Employees who sign up or change their vacations after thirty (30) days will be given priority for open weeks or days in the order that they sign up.

I) Vacations of five (5) days may, at the discretion of the employee, be scheduled for the five days falling within the regularly scheduled days off of the employee.

J) When a holiday occurs during the vacation period, the paid vacation shall be extended by one (1) work day.

K) Employees who have at least one (1) year of continuous part-time service, upon becoming full-time, shall immediately become eligible for three (3) days vacation pay. If such employees remain full-time, they will become eligible for five (5) days vacation pay per year on their next anniversary date, ten (10) days per year on the next following anniversary date, fifteen (15) days on their third anniversary date after the year they became full-time, and seventeen (17) days on their tenth anniversary date after the year they became full-time.

L) Employees may accumulate vacation to a maximum of twenty (20) days. Earned and unused vacation pay over ten (10) days may be paid to an employee in cash.

M) Upon termination of employment an employee shall receive earned but unused vacation pay.

ARTICLE XVII--WAGES

A) The minimum pay schedule for new employees hired after March 31, 2016, shall be as follows:

Minimum Weekly rate EXPERIENCE	EFFECTIVE 4/1/2016	EFFECTIVE 4/1/2017	EFFECTIVE 4/1/2018
LESS THAN 1 YEAR	\$591.36	\$603.19	\$615.25
MORE THAN 1 YEAR	\$621.11	\$633.53	\$646.20
MORE THAN 2 YEARS	\$639.73	\$652.52	\$665.57
MORE THAN 3 YEARS	\$658.93	\$672.11	\$685.55
MORE THAN 4 YEARS	\$678.70	\$692.27	\$706.12
MORE THAN 5 YEARS	\$699.06	\$713.04	\$727.31
MORE THAN 6 YEARS	\$720.03	\$734.43	\$749.12

Following the successfully completed probationary period, the employee's hourly rate shall be increased by fifty cents (\$0.50) per hour.

B) Between April 1, 2016, and March 31, 2017, incumbent employees shall receive a 1.5 percent increase in base pay (not including any merit pay) effective on the employee's anniversary date. Between April 1, 2017, and March 31, 2018, incumbent employees shall receive a 2 percent increase in base pay (not including any merit pay) effective on the employee's anniversary date. Between April 1, 2018, and March 31, 2019, incumbent employees shall receive a 2 percent increase in base pay (not including any merit pay) effective on the employee's anniversary date.

C) The election news editor shall be paid a one hundred and ten dollar (\$110) premium for coverage of each election.

D) Employees who work the desk on shifts beginning between 3:30 p.m. and 11:14 p.m. shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour.

E) Employees who work on shifts beginning between 11:15 p.m. and 3 a.m. shall receive a premium of two dollars (\$2.00) per hour.

F) Employees who work as the day shift assignment editor shall be entitled to a differential of two dollars and twenty-five cents (\$2.25) per hour for all hours worked or the appropriate pro-rata amount for any part of an hour worked as day shift assignment editor. Such employees working on weekend days shall be entitled to a differential of one dollar and seventy-five cents (\$1.75) per hour.

G) The employer may increase wages of individual employees over and above the minimums set forth herein in timing and amount at its sole discretion.

ARTICLE XVIII--MISCELLANEOUS

A) Company Cars. Company cars supplied by the Employer shall be equipped with seat belts for the driver and the front seat passenger and employees shall be required to use them at all times while operating the vehicle.

B) Clean House. The Employer shall provide a properly lighted, clean, ventilated and heated work area. The Employer shall provide premises in conformity with federal, state and local health and safety laws and regulations.

C) Voice. The Guild may designate a committee of its own choosing to take up with the Employer any matter affecting the relations of an employee with the Employer not covered in this agreement. The Employer agrees to meet with the committee at reasonable times to discuss such matters and such matters shall not be subject to the grievance procedure.

D) Health and Safety Committee: The Employer and the Guild agree to establish a Health and Safety committee which will meet quarterly, if deemed necessary by either party, to address ongoing concerns. Suggestions by both parties will be given equal consideration. The establishment of this committee does not commit the Employer to any particular course of action or to incur any expense as a result thereof. Matters brought up and discussed by this committee shall not be subject to Article VI -- Grievance Procedure.

E) Bulletin Board. The Employer will supply a 2' x 3' space on the wall for a bulletin board for official union business notices.

F) Parking. The employer shall provide one parking space in the main office garage, to be used by employees working the overnight shift. Employees will make their own arrangements for sharing the garage access card between overnight shift workers.

G) Employee Recognition. The work product of each employee shall be transmitted with a sign-off line including the primary author's first and last name. At the sole discretion of the Employer, an authorship attribution as a byline preceding a wire transmittal may be used as a substitution for the sign-off attribution. The Employer and the Union will work together to resolve any problems that may arise due to the use of sign-off attributions such as story length, story content and the practicality of use in the day-to-day operations of the Employer.

H) Commuter Benefits. The employer agrees to provide a pre-tax commuter check service in which employees can elect to receive transit vouchers instead of pay. Employees who request this service will be required to provide a two-month continuing

commitment to the program during their employment. Two months advance notice will be required to opt out of the program.

I) 401(k). The Employer will continue to participate in the Supplemental Income 401(k) Plan for union members, a plan intended to conform to the requirements of Internal Revenue Code Section 401(k) for certain tax-exempt, Employee contributory plans.

The Employer agrees to:

- 1) timely execute the Plan's Subscriber Agreement
- 2) timely pay that portion of their wages that Employees elect to pay into the Plan on the form provided by the Plan; and
- 3) provide employees with the option of enrolling in the Supplemental Income 401(k) Plan; and
- 4) pay the \$1 monthly account fee for each employee who elects to participate in the plan. The total due for all employees will be aggregated and paid quarterly.

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

Effective April 1, 2016, the Employer agrees to match any employee's 401(k) contribution at 10% up to a maximum of \$15 per month or \$180 per year. Effective April 1, 2018, the Employer agrees to match any employee's 401(k) contribution at 10% up to a maximum of \$20 per month or \$240 per year.

J) The Employer agrees to establish direct deposit for employee paychecks for employees who wish to participate.

ARTICLE XIX--INSURANCE PROGRAM

The Employer shall provide a health, dental and vision insurance program which shall be available to employees who are scheduled to work thirty (30) or more hours per week. The Employer will bear the cost of the premiums for a base health plan, a vision plan, a life insurance plan and shall provide an Employer-funded dental plan. Employees have the option to pay a monthly premium to obtain a different Blue Shield plan with enhanced benefits. Eligibility and benefits shall be provided pursuant to the plans, which may be changed from time-to-time at the employer's discretion. Employees who elect to cover dependents shall pay the additional cost of dependent coverage.

As of March 31, 2016, Employer's program consists of four separate plans for full-time employees working at least 30 hours per week:

1. A health plan through Blue Shield of California that offers several HMO and PPO plans. Note that Employer may change the health insurance provider in the future.
2. A vision plan for basic eye care;
3. A life insurance plan administered by Paul Revere Life Insurance Co.; and

4. A dental insurance plan administered by Bay City News Service.

L. BLUE SHIELD HEALTH INSURANCE PROGRAM

Eligible employees will be provided with an outline of the various Blue Shield plans available and an application for health insurance.

NOTE: Effective June 1, 2016, the Employer will automatically switch all employees then currently enrolled in the Employer's health plan to the Blue Shield Silver PPO 1700 plan and pay the premiums for the plan, provided that one employee opts out of the Employer's health plan and elects Medicare coverage. In exchange, the Employer will, upon submission of an invoice by that employee, reimburse that employee for Parts A, B, C & D & F Medicare premiums up to \$450 per month while he is employed by Bay City News Service.

Under the Silver PPO 1700 plan, the employer shall reimburse each employee up to the first \$1,000 of the annual plan deductible and any deductible amount over \$1,700. Employees shall be responsible for that portion of the deductible between \$1,000 and \$1,701.

Employer agrees to continue enrollment in, and pay premiums for, the Blue Shield Silver PPO 1700 plan until at least June 1, 2017. If, at any point after June 1, 2017, the combined rates for all guild-covered enrollees in the Silver PPO 1700 plan increase by more than 12 percent over the previous year's rates, the Employer and the Union each have the option to re-open negotiations on ARTICLE XIX INSURANCE PROGRAM.

An outline of the Silver Full PPO 1700 plan is also attached as an addendum.

There is also a \$250 per year brand name deductible for which the Employee will be reimbursed by the Employer.

Any employee electing to remain on the employer's previous health plan, the Blue Shield Bronze 3000 plan, after June 1, 2016, shall be paid \$20 per month.

If at any time the Employer switches to the Blue Shield Bronze Full PPO 3000 plan or a similar plan of 3500 or more deductible as its "Base Plan," the Employer will pay the full premium for each eligible employee and reimburse each employee up to the first \$1,000 of the annual plan deductible and any deductible amount over \$3,000. Employees shall be responsible for that portion of the deductible between \$1,000 and \$3,001.

New employees should complete the Blue Shield application and return it to the Personnel Manager or the business office.

NOTE : Employees who select one of the two HMO-type plans, will pay an additional monthly charge and will need to choose a primary care physician at the time of the application during open enrollment.

II. VISION PLAN

Eligible employees will be enrolled automatically in the vision plan, with membership beginning at least 31 days but no more than 60 days after date of hire. Vision Service Plan (VSP) administers the plan. Under the plan, employees are responsible for a \$10 annual deductible. After the \$10 deductible has been met, the following services and products are available at the scheduled fee:

BENEFITS WITH VISION PANEL DOCTOR		WITH NON-VSP DOCTOR-MAXIMUM COVERED BENEFIT
ANNUAL VISION EXAMINATION	100% COVERED	\$35 .00 - PATIENT PAYS REMAINDER
FRAME	100% COVERED	\$30—PATIENT PAYS REMAINDER
SINGLE VISION	100% COVERED	\$12.50—PATIENT PAYS REMAINDER
BENEFITS WITH VISION PANEL DOCTOR		WITH NON-VSP DOCTOR-MAXIMUM COVERED BENEFIT
BIFOCAL LENS	100% COVERED	\$20 PER LENS PATIENT PAYS REMAINDER
TRIFOCAL LENS	100% COVERED	\$25.00 PER LENS PATIENT PAYS REMAINDER
LENTICULAR LENS	100% COVERED	\$50 PER LENS PATIENT PAYS REMAINDER
CONTACT LENSES (NECESSARY)	100% COVERED	\$125 PER LENS PATIENT PAYS REMAINDER
CONTACT LENSES (COSMETIC)	ALLOWANCE TOWARD COST EQUIVALENT	\$50 PER LENS PATIENTS PAYS REMAINDER

****PAYMENT FOR CONTACT LENSES IS MADE IN LIEU OF ALL OTHER CHARGES FOR MATERIALS. SEE PLAN DETAILS FOR SERVICES NOT COVERED.**

Charges for special frames, lens coatings and other special options are generally not covered. Employees who elect to cover dependents under the vision plan shall pay the additional cost of dependent coverage.

OBTAINING SERVICE

To obtain service, select a doctor from the VSP Web site and call their office. Identify yourself as a VSP member and schedule an appointment. The doctor 's office will handle the paperwork.

At the doctor 's office, you will be asked to pay the annual deductible. As with the Blue Shield health plan, Bay City News Service is a co-insurer, meaning that BCNS picks up part of the plan 's deductible. The deductible you will be asked to pay the eye doctor is \$35, even though your individual deductible is \$10. Be sure to obtain a receipt for your payment of the deductible and BCNS will reimburse you the \$25 difference. There is no other paperwork.

III. LIFE INSURANCE PLAN

Full-time employees should complete the Paul Revere life insurance application form and return it to the Personnel Manager or business office. The life insurance policy will become effective on the same date as the Blue Shield health plan.

Based on annual earnings, the life insurance benefits are as follows:

--For employees earning more than \$20,000 per year and less than \$40,000 per year, the benefit is \$40,000.

--For employees earning more than \$40,000 per year, the benefit is equal to the employee's annual salary.

III. DENTAL PLAN

DIRECT REIMBURSEMENT DENTAL PLAN FOR BAY CITY NEWS SERVICE EMPLOYEES

SUMMARY PLAN DESCRIPTION

Bay City News Service provides and administers a program for direct reimbursement of dental expenses to employees regularly scheduled to work 30 or more hours per week.

Beginning on the first day of the first month following 90 days of employment, Bay City News Service will reimburse you for dental expenses according to the terms and conditions of the Bay City News Service Direct Reimbursement of Dental Expenses.

PLAN ADMINISTRATOR:

Wayne Futak
 Bay City News Service
 1 Kaiser Plaza, Suite 470, Oakland, CA 94612
 (510) 251-8100

REIMBURSABLE EXPENSES:

Generally, any dental expense is reimbursable unless it is a cosmetic procedure or is covered under another health insurance or workers compensation plan.

REIMBURSEMENT AMOUNT:

Each calendar year Bay City News Service pays a portion of your dental expenses, and you pay a portion, according to the following schedule:

Annual Amount of	Employer	Annual	Annual
Dental Expense :	Percentage	Employee	Employer 's
		Share	Share
First \$100	100%	0%	\$100
Next \$500	80%	20%	\$400
Over \$600	0%	100%	-----
		TOTAL:	\$500/YEAR

HOW TO APPLY FOR DENTAL REIMBURSEMENT:

First, an employee will visit any dentist or orthodontist and pay for treatment. Next, obtain a claim form for reimbursement from the Bay City News Service business office, attach the dentist's invoice and send or deliver the claim to the BCNS Plan Administrator.

The Plan Administrator will determine whether all or any portion of the claim is reimbursable and will pay any reimbursable amounts within two weeks of the date of the request for reimbursement.

If reimbursement is denied, the Plan Administrator will provide written notice of denial. An employee who disagrees with this decision must, within 15 days,, give the Plan Administrator written notice of the reasons why they believe the decision may be incorrect , and the Plan Administrator will again review the application for reimbursement and mail a final written decision to the employee .

The last day to apply for reimbursement is 30 days from the last day of the calendar year in which the dental expense was incurred.

Employees forfeit dental benefits upon termination of employment.

ARTICLE XX--MANAGEMENT RIGHTS

A) It is axiomatic that the Employer retain all management rights not expressly forbidden by statutory law and this agreement.

B) Management rights are given up only to the extent evidenced in this agreement.

C) For the purposes of this agreement, management rights include, but are not limited to:

- 1) The management of Bay City News Service and the direction of its working forces, including the right to hire, promote, demote, transfer, discipline, suspend, lay off, or discharge and to determine employee competency;
- 2) The maintenance of order and efficiency;
- 3) The right to determine the type and quantity of equipment to be used in manufacturing its products;
- 4) The right to establish standards of quality;
- 5) The right to determine how the product will be produced and;
- 6) The right to make and enforce rules to assure an orderly and efficient operation.

ARTICLE XXI--DURATION AND RENEWAL

This contract shall commence on the first day of April, 2016, and expire on the thirty-first day of March 2019, as described in the Preamble of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates indicated below.

FOR:

FOR:

PACIFIC MEDIA WORKERS GUILD

BAY CITY NEWS SERVICE

By _____
Kathleen Anderson Date

By _____
Wayne Futak Date

By _____
Scott Morris Date