

AGREEMENT

Between

**OAHU PUBLICATIONS, INC.
dba HAWAII TRIBUNE-HERALD**

and

**PACIFIC MEDIA WORKERS GUILD, Local 39521,
chartered by The NewsGuild/Communications
Workers of America, AFL-CIO**

July 6, 2016 - July 5, 2021

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) between PACIFIC MEDIA WORKERS GUILD, Local 39521, chartered by The NewsGuild/Communications Workers of America, AFL-CIO, hereinafter referred to as the “Guild” or “Union”, and OAHU PUBLICATIONS, INC. dba HAWAII TRIBUNE-HERALD, hereinafter referred to as the “Employer” or “Company” (collectively “Parties”) constitutes the basis of settlement of all issues involved in negotiations between the Parties, which negotiations concluded on Friday, June 3, 2016 in Hilo, Hawaii with a tentative agreement, which tentative agreement was approved by all members of the Guild bargaining committee on Thursday, June 8, 2016, and shall be effective upon ratification by the Guild bargaining unit. This MOA reflects all of the Parties’ tentative agreements for their collective bargaining agreement, along with Exhibits A, A-1, B, C, and D, and side letter agreement.

AGREEMENT

THIS AGREEMENT, made and entered into by and between OAHU PUBLICATIONS, INC. dba HAWAII TRIBUNE-HERALD hereinafter referred to as the “Employer” or “Company” and the PACIFIC MEDIA WORKERS GUILD, Local 39521, chartered by The NewsGuild/Communications Workers of America, AFL-CIO, hereinafter referred to as the “Guild” or “Union”, for itself and on behalf of the employees of the Employer described in Section 2.

WITNESSETH:

Section 1. UNION RECOGNITION AND UNION SECURITY

- 1.01 The Employer recognizes the Guild as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.
- 1.02 Employees presently covered by this Agreement and employees who choose to become members of the Guild hereafter shall remain members of the Guild in good standing.
- 1.03 It is agreed that employees who are exempt from coverage under Section 2 (Coverage and Jurisdiction), who move into a bargaining unit job, will be subject to the requirements of this Section 1 as of the date of such move.
- 1.04 All new and current employees of the Employer shall be required as a condition of continued employment to become members of the Guild, to the extent of paying the Guild’s initiation fee, dues and assessments, uniformly required as a condition of acquiring or retaining membership in the Guild or agree to pay agency fees, on or before the thirtieth (30th) day following the commencement of their employment.

1.05 The failure of any employee covered by this Agreement to pay agency fees or to become
and remain a member of the Guild by reason of a refusal to tender the Guild's initiation fee, dues and assessments so uniformly required, shall obligate the Employer to discharge such employee upon written notice to such effect by the Guild.

1.06 Nothing herein contained shall require the Employer to discharge or otherwise discriminate in any way against any employee, if Guild membership was not available to the employee on the same terms and conditions generally applicable to other members of the Guild or if Guild membership was denied or terminated for any reason other than the failure of the employee to tender the Guild's initiation fee, dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild.

Section 2. COVERAGE AND JURISDICTION

2.01 All full-time and part-time employees as listed in the attached Exhibit "A," in the Editorial Department, Circulation Department, Advertising Department, Business Office and Maintenance Department. Excluded from the provisions of this agreement shall be Publisher, Editor, Associate Editor, Advertising Manager, Circulation Manager, Operations Manager, Assistant Office Manager, confidential clerical employees, casuals, stringers, interns, space and piece writers, supervisors as defined by the Act, as amended, guards and professional employees

2.02 The jurisdiction of the Guild is:

- a. The kind of work either normally or presently performed within the unit covered by this Agreement.
- b. Any kind of work similar in skill, or performing similar function, as the kind of work either normally or presently performed in said unit, and,
- c. Any other kind of work assigned to be performed within said unit.
- d. Performance of such work, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Employer covered by this Agreement.

2.03 Application of this Section 2 shall not limit any Company rights provided elsewhere in this Agreement (including, but not limited to the Management Rights provisions) to assign bargaining unit work to persons outside the bargaining unit.

Section 3. EMPLOYEE DATA

3.01 The Employer shall supply the Guild, upon request, but in no instance more than once in any rolling four (4) month period, a list containing the following information for all employees in the bargaining unit:

- a. Name
- b. Date of hire

- c. Classification
- d. Experience rating and experience anniversary
- e. Salary
- f. Date of birth
- g. Gender

3.02 The Employer shall notify the Guild within thirty (30) calendar days of changes in employee status, as follows:

- a. All increases or changes in classifications, by name, individual amount, resulting in new salary and effective date.
- b. All resignations and retirements.

3.03 Within fourteen (14) calendar days after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in subsection 3.01 above for such new employee, along with the gender, date of birth and social security number.

3.04 Employees shall inform the Employer and the Union of any changes in the employee's address and/or contact phone numbers within fourteen (14) calendar days of any such change.

Section 4. SENIORITY

4.01 Seniority shall mean the employee's length of continuous service with the Employer from his/her most recent date of hire, except that for purposes of layoffs and recalls under Section 4.07 seniority shall also include, for employees hired on December 3, 2014, the employee's length of continuous service from most recent date of hire with Stephens Media.

4.02 New employees shall not obtain seniority until the completion of a probationary period of one thousand (1,000) straight time hours of work of continuous service with the Employer ("probationary period"), provided that such probationary period may be extended up to two (2) months if the employee was notified in writing of any deficiencies before the completion of 1,000 hours of employment. In the event that an employee's probationary period is extended, the Union and employee shall be notified in writing. Upon satisfactory completion of said probationary period, the employee will be credited with seniority from his most recent date of hire with Employer. Probationary employees may be summarily discharged without recourse to the grievance procedure.

4.03 Seniority shall be considered broken by (a) discharge, (b) resignation, (c) six (6) consecutive months of unemployment, or (d) twelve (12) consecutive months of absence due to any illness or injury, which may be extended by written mutual agreement. In the case of illness or injury, the employee must receive clearance to return to work from a certified medical physician.

4.04 The Employer shall maintain an official seniority list which shall be accessible to the Union during business hours. The list will contain the information provided in

Section 3.01 above. The Employer shall supply the Union with a newly revised seniority list upon request in accordance with Section 3.01 above.

4.05 Any former employee whose continuous service was broken for any of the above reasons as defined in paragraph 4.03 shall be considered a new employee if re-employed.

4.06 Employees on any unpaid leave of absence in excess of ninety (90) calendar days shall have their seniority frozen for the period(s) of absence.

4.07 In the event of a layoff, the Company in its discretion, shall determine who may be laid off in accordance with the following, provided that any employee to be retained shall not have prior to the date of layoff, exhibited documented attendance problems and/or any other disciplinary issues documented by the Company; i.e. Employer reserves the right to retain a less senior employee if the most senior employee has exhibited documented attendance and/or other disciplinary issues.

Layoff/Recall of Journalist

In case of layoff or recall after such layoff and for purposes of such layoff or recall only, the Employer will determine the skill set category for Journalists as set forth below for layoff or recall and then layoff or recall will occur in that category. Thereafter, length of service and the following factors in each such skill set identified below shall govern where employees are competent to perform the post-reduction in force job description of the skill set. This principle of seniority shall not apply to any employee until completion of one thousand (1,000) straight-time hours of continuous service with the Employer. Skill set categories for Journalists and relevant factors to consider are as follows:

-Reporters

Layoff of "Reporters" shall be by length of continuous service with the Employer, except that the Employer shall have the right to designate one (1) reporter, regardless of length of service, to be protected from layoff based upon the following criteria: quality of writing (including clarity of writing) (20%); quality of reporting (including ability to report complex information) (20%); proven and ongoing relationships with important sources (30%); and/or proven county, statewide or national recognition (30%). The Employer shall score each reporter on each criteria on a scale of 1 to 4 (1 = competent; 2 = above average; 3 = excellent; 4 = extraordinary) and have the right to designate protected status to the reporter with the highest score. For scoring purposes, a difference of 0.2 or less in total score shall be deemed a tie and seniority shall govern.

-Photographers

-Sports Journalists

-Copy Editors (including proficiency in Page Design and Pagination)

In case of layoff of Copy Editors, the employee who is least proficient overall in copy editing, page design and pagination shall be laid off first. Overall proficiency shall be determined by the following factors: copy editing (including speed, accuracy, ability to copy edit complex stories, and amount of typographical,

grammatical, punctuation, spelling and other errors) (35%); page design and pagination (including accuracy and creativity in headline writing, speed, and amount of errors) (35%); and consistency in meeting deadlines (30%). The Employer shall score each copy editor on each criteria on a scale of 1 to 4 (1 = competent; 2 = above average; 3 = excellent; 4 = extraordinary) and layoffs shall occur in order of the copy editor with the lowest total score first. For scoring purposes, a difference of 0.2 or less in total score shall be deemed a tie and seniority shall govern; i.e. copy editor with less continuous service with OPI shall be laid off first.

Layoff/Recall By Job Classification

In case of layoff or recall after such layoff, length of continuous service with the Employer shall govern where employees are competent to perform the post-reduction in force job description of the following job classifications.

- Sales Assistant

- Circulation Clerk

- Dock Coordinator

- Janitor

This principle of seniority shall not apply to any employee until completion of one thousand (1,000) straight-time hours of continuous service with the Employer.

Layoff/Recall of Account Executives

In case of layoff among Account Executives, the Account Executive who is least proficient overall when considering the following factors during the prior eighteen (18) months (which factors shall be weighted as indicated), shall be laid off first: frequency of attaining monthly goals (50%); growing existing accounts (increasing revenue of existing accounts) (25%); growing territory (pattern of increasing new accounts) (25%). For scoring purposes, a difference of 0.2 or less in total score shall be deemed a tie and seniority shall govern; i.e. account executive with less continuous service with OPI shall be laid off first.

If reasonably possible and appropriate, the Company shall notify the Union at least two (2) weeks in advance of any layoff and shall specify in writing to the Union the reason for such layoff, the number of employees to be laid off, their names (if known) and their departments. The Company agrees, at the Union's request, to engage in effects bargaining, including discussions designed to alleviate hardships, to the extent required by law.

4.08 Laid off employees shall be placed on a recall list for six (6) months. However, if a laid off employee is given notice at his or her last known address of opportunity for reemployment/recall and fails to respond within seventy-two (72) hours, the laid off employee shall lose all right to consideration for reemployment.

Section 5. DISCIPLINE AND DISCHARGE

5.01 Employees shall be subject to discipline or discharge by the Employer for just and sufficient cause. Any discharged employee, other than a probationary employee, shall be furnished the reason for his discharge in writing. A copy of all suspensions and terminations for non-probationary employees will be sent to the Union unless the employee requests in writing that the Employer not provide such notice to the Union.

5.02 For purposes of this section, just and sufficient cause for discipline or discharge shall include, but not be limited to, insubordination, pilferage, drunkenness, incompetence, failure to perform work as required, failure to perform work within his capability, violation of the terms of this Agreement, failure to observe any of the Employer's rules and regulations.

5.03 The Employer may provide an employee handbook to include such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Employer's establishment and business. The Employer agrees to notify the Union of such changes to the employee handbook and rules and regulations at least seven (7) calendar days prior to implementation of such changes and will discuss such changes with the Union, if so requested, before implementation. It is also understood that the Employer may undertake a review of the existing employee handbook, including rules and regulations with a view to eliminating those that are obsolete or inapplicable, and that such a review will be discussed with Union representatives. In all cases the final determination will be left with the Employer but the application of such rules in any disciplinary matter shall be subject to the just cause standard in Section 5.01 and 5.02.

5.04 In the event of conflict between the Employer's rules and provisions of this Agreement, the Agreement will prevail. The application of the Employer's rules shall be limited to violations committed while at the place of work or on the job, or violations which constitute offenses against Employer property; provided, however, that where a violation of a law, rule or regulation committed by an employee off the job impacts an employee's ability to perform his job, would make the retention of such employee a poor financial risk for the Employer, harms or has the potential to harm the Employer's reputation, such employee may be disciplined or discharged.

5.05 In any case of discharge or disciplinary suspension 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 discretion, may award back pay to compensate the employee, wholly or partially, for any wages lost because of the disciplinary action. If a back pay award is made, wages received from any other employment, and wages received due to increased hours from employment existing at the time of discipline or discharge, and any sums received as unemployment compensation while the discipline or discharge was in effect shall be deducted by the arbitrator in determining the amount of the award.

Section 6. NO DISCRIMINATION

6.01 The Employer will not attempt to intimidate or coerce any employee into joining or refusing to join the Union and will not discriminate against any employee because of his/her membership in the Union or for legitimate Union activity, provided, however, that such activity shall not interfere with the conduct of the Employer's business nor disrupt the employee's regular duties and responsibilities, nor the duties and responsibilities of other employees. The Union agrees for itself and its members that neither it, its representatives nor members will attempt to intimidate or coerce any employee of the Employer for any reason, including for the purpose of intimidating or coercing the employees into joining the Union.

6.02 The parties to this Agreement agree that there will be no discrimination against any employee because of race, creed, color, age, religion, sex, parental or marital status, national origin, disability, sexual orientation, and arrest and court record, in regards to employment, advancement, working conditions, rates of pay or membership in the Guild.

6.03 A violation of Section 6.02 may be subject to the grievance/arbitration procedure, provided that grievance/arbitration shall proceed only upon written notice of a selection of a contractual remedy instead of a state or federal administrative remedy by the affected employee and provided that the applicable statute(s) of limitation for the state and federal statutory remedy have expired. Section 24 Grievance Procedure shall otherwise apply and must be followed. The intent of the parties is to address alleged violations of Section 6.02 in only one forum which shall be selected by the employee/grievant.

Section 7. NO STRIKES OR LOCKOUTS

7.01 There shall be no lockout by the Employer, nor any strike, including but not limited to sympathy strikes, sitdown, refusal to work, stoppage of work, slowdown, retardation of production or picketing of the Employer on the part of the Guild, its members or its representatives or on the part of any employee covered by the terms of this Agreement.

Section 8. BULLETIN BOARD

8.01 The Employer shall provide a bulletin board suitably placed for use of the Guild for the purpose of posting official Union notices. The bulletin board shall be installed by the Employer and shall be deemed the Employer's property once installed.

Section 9. HOLIDAYS

9.01 Full-time employees who have completed their probationary period shall be eligible to receive the following paid holidays under this Agreement:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Two (2) Individual Holidays
Labor Day	

9.02 Individual Holidays shall be taken at a time mutually agreed upon between the employee and the Employer. The first Individual Holiday is earned after 90 calendar days of continuous service. The second Individual Holiday is earned after 180 calendar days of continuous service. Individual Holidays must be requested in writing by the employee with at least fourteen (14) days advance notice and the employee shall be provided with time off for such Individual Holiday with the approval of the Employer. Individual holidays may only be scheduled one day at a time unless otherwise approved by the Employer. Individual holidays also may not be scheduled contiguous with vacation unless otherwise approved by the Employer. Should the Employer not grant the requested Individual Holiday(s) during the calendar year, employees shall be paid one (1) day pay for each Individual Holiday not taken. Individual Holidays are paid based on the number of hours the employee is regularly scheduled to work per shift not to exceed a maximum of seven and one-half (7 ½) hours. Individual Holidays cannot be carried over into the new calendar year. Upon resignation, discharge, retirement, death or other separation from Employer, other than layoff, unused Individual Holidays will not be paid off. In the case of a Section 4 layoff, the Employer shall pay unused Individual Holidays upon request.

9.03 An eligible full-time employee shall be paid the straight-time rate for any of the above-designated holidays for the number of hours regularly scheduled to work per shift not to exceed a maximum of seven and one-half (7 ½) hours, provided the employee does not work on such holiday and provided the employee has worked the employee's entire regular scheduled shift immediately preceding and following the holiday, unless excused for justifiable cause. Justifiable cause for absence shall be limited to illness or injury to the employee, death in the family or other such exigencies compelling absence, authorized in writing by the Employer. Such paid holidays shall not be computed for the purposes of determining overtime.

9.04 An eligible full-time employee who is required to work on any of the above-designated holidays shall be paid at one and one-half (1 ½) times the straight time rate for all actual hours worked on the holiday, and also shall be paid at the straight time rate for the number of hours regularly scheduled to work per shift not to exceed a maximum of seven and one-half (7 ½) hours, provided that the employee has worked the employee's entire regular scheduled shift immediately preceding and following the holiday, and the holiday (if scheduled to work). Only the hours actually worked by the employee on a holiday shall be computed for the purposes of determining overtime.

9.05 The Employer shall not change an employee's day off in order for the employee to take advantage of this section; nor shall the Employer change an employee's day off in order to deprive the employee of the benefits of this section.

9.06 If a holiday falls on an employee's day off, the employee shall receive holiday pay as defined in Section 9.03.

Section 10. WORKWEEK, HOURS, OVERTIME, CALL BACK AND TRAVEL TIME

10.01 Workweek. Thirty-seven and one-half (37 ½) hours falling within any five (5) days of the Sunday through Saturday workweek shall constitute a week's work.

The normal workweek shall be from 12:01 a.m. Sunday through 12:00 midnight the following Saturday.

10.02 Hours. The normal working day shall consist of seven and one-half (7 ½) hours falling within eight and one-half (8 ½) hours.

Work schedules for the days of general elections, primary elections, special governmental elections, and the day following (very next day only) may be changed by notification to the employee involved and the Guild one (1) week in advance of the week in which such schedules apply, and the changes shall be posted. Such schedules shall be in effect only for the two (2) days involved and regular schedules shall apply immediately after the two (2) days are over.

An employee's schedule of working days and starting time may be changed in an emergency where an employee is required to cover a regularly scheduled position due to the absence of a regular employee because of failure to report, sickness, emergency leave of absence or discharge. The employee's scheduled starting time may also be changed upon notice to the employee before the employee's quitting time on the day prior to the change.

Insofar as practical, the days off shall be regular and consecutive, subject to change on two (2) weeks' notice or by mutual consent.

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

10.03 Overtime. All work performed in excess of ten (10) hours in a day or forty (40) straight-time hours within one (1) workweek shall constitute overtime and shall be paid for at the overtime rate, but there shall be no pyramiding of overtime.

Overtime work shall be paid for at one and one-half (1 ½) times the basic straight time hourly rate.

The basic straight time hourly rate shall be the employee's regular weekly salary divided by the workweek as defined in paragraph 10.01 of this section.

Overtime shall be paid if it is authorized in advance by the Employer's agent, i.e., the designated supervisor. Such overtime authorization may be oral or in writing or by using space provided on the reverse side of the timecards.

The above shall not prevent an employee from putting in work on paid overtime on behalf of the Employer during an emergency situation.

A record of overtime shall be kept by the Employer and shall be available to the employee.

10.04 Call Back. When an employee is called back to work more than one-half (1/2) hour after the regular workday and after leaving the premises or on a regular day off, the employee shall be paid a minimum of two (2) hours.

Call back shall be regarded as overtime and shall not be included as part of the employee's regularly scheduled workweek.

It is understood that the call back provisions do not apply where there is no break in continuity of work performed, nor do they apply where the employee was notified prior to leaving the building after a regular shift.

10.05 Travel Time. Time required to reach or return from an assignment on the Island of Hawaii shall be paid for at the prevailing rate for the time the employee is engaged in such travel, except for such travel time from home to an assignment or from an assignment to home which shall not be compensated.

On assignment outside of the Island of Hawaii, the employee shall be paid for the actual travel time in accordance with the Fair Labor Standards Act.

Employees on assignment outside the Island of Hawaii shall be allowed credit for a full workday, whether or not a full workday is worked.

Section 11. CLASSIFICATION AND SALARY SCHEDULES

11.01 The classification of employees and the rates of pay for such classifications are shown in Exhibit "A" attached hereto and made part hereto.

11.02 Should the Employer create a new job, it shall furnish the Guild with the job description, and the parties shall negotiate a new minimum. If agreement on the appropriate minimum cannot be reached, the Guild may submit the controversy to arbitration. The new minimum shall be effective on the date the new job content is effective.

11.03 No other premiums, differentials or other payments in addition to base salaries shall be paid, unless otherwise specifically provided for in this Agreement.

Section 12. MINIMUM SALARIES AND EXPERIENCE DEFINITIONS

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

12.02 Experience for salary in respect to editorial employees who write or edit news shall include all regular employment on any daily newspaper, news or feature syndicate, press association or recognized magazines. Experience for salary in respect to photographers shall include all regular employment on any daily newspaper or recognized news magazine or corresponding experience in comparable business.

In case of any editorial employee or photographer hired after the date on which this Agreement becomes effective, the amount of salary allowed for experience shall be determined in consultation between the Employer and the Guild upon the basis of work experience data required of and furnished by the employee, with the final determination by the Employer.

12.03 An employee paid a salary above the minimum provided for actual experience shall receive an experience rating which conforms to the employee's salary. An employee advancing through the schedule of minimums shall receive the increase provided thereby on each anniversary of employment in the employee's classification, except that an employee whose salary falls between minimum brackets shall have the experience rating increased accordingly and shall advance to the next step-up in proportionately shorter time. The date of such earlier advancement shall become the employee's anniversary date of subsequent step up increases.

12.04 The Employer shall pay employees semi-monthly on the 15th and last day of the month.

12.05 The Employer shall pay discharged and laid-off employees their earned and unpaid wages within twenty-four hours of the time of discharge or layoff, excluding Saturdays, Sundays and holidays.

Section 13. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

13.01 Part-Time Employees. Part-time employees shall be on an hourly basis. The hourly rate shall be computed by dividing the weekly salary as listed in Exhibit "A" (Classification and Salary Schedule) by 37.5 (hours).

13.02 Casual Employees. Casual employees hired temporarily to work on contests, campaigns, elections, or for other transient purposes shall not be included in the terms of this Agreement. The Guild shall be notified of such hirings.

13.03 Temporary Employees. A temporary employee shall be defined as one who is employed for a specified assignment whose term of service does not exceed ninety (90) days. Notwithstanding the ninety (90) day limitation, temporary employees may be employed to replace an employee on a leave of absence, extended sick leave or other approved long-term absence. Temporary employees shall not be included in the terms of this Agreement. The Guild shall be notified of such hirings.

13.04 Stringers shall be assigned to perform any work by the Employer as it determines appropriate, provided it does not result in the layoff of a regular employee or the reduction of work opportunity of regular employees below the normal workweek.

Section 14. AUTOMOBILE ALLOWANCE

14.01 Except for outside advertising sales account executives, employees who are designated as being required to use their personal automobile for business purposes shall be entitled to mileage reimbursement per mile for all miles traveled on Company business each week at the rate of no less than 34¢ per mile, which rate shall increase to match the company-wide mileage reimbursement rate if the company-wide mileage reimbursement rate is greater than 34¢ per mile. (For purposes of this Section 14.01, company-wide excludes the rate applicable under the Honolulu Star-Advertiser contract with the Guild.) Full-time Photographer who is employed in accordance with the job description in effect as of December 3, 2014 (i.e. as said job description relates to the extent to which photographers are required to use their personal cars for business purposes) shall receive \$50 per month and shall also be entitled to mileage reimbursement per mile for all miles travelled on Company business each week at the rate of 34¢ per mile.

14.02 Automobile allowances shall be calculated upon the total miles per week based solely upon miles traveled in performance of Employer's work. Such computation shall be determined monthly based on submission by the employee of the company approved mileage reimbursement form.

14.03 An annual maintenance allowance of \$200 shall be given for each full-time photographer who is required to use his or her personal automobile in the normal performance of his or her job duties for the Employer.

14.04 Outside advertising sales account executives shall receive mileage reimbursement at a flat rate of \$75 per pay period.

Section 15. OTHER EXPENSES

15.01 Expenses incurred by the employee in the service of the Employer shall be paid by the Employer when approved in advance by the Employer.

Section 16. VACATIONS

16.01 A full-time employee with not less than one (1) year of continuous service from his most recent date of hire with the Employer, and who has worked at least one thousand five hundred (1,500) straight time hours in the year immediately preceding December 3rd of each calendar year shall be eligible for vacation in accordance with the employee's years of service and the following schedule. A part-time employee with not less than one (1) year of continuous service from his most recent date of hire with the Employer, and who has worked at least one thousand forty (1,040) straight time hours in the year immediately preceding December 3rd of each calendar year shall be eligible for vacation in accordance with the employee's years of service and the following schedule.

After 1 year of service and up to 4 years of service 2 weeks

More than 4 years of service but less than 10 years 3 weeks

10 years of service or more 4 weeks

See side letter dated xx/xx/xxxx regarding employees hired by OPI, December 3, 2014.

A part-time employee converted to full-time status shall continue to earn vacation after conversion at the same eligibility level in accordance with the schedule above (e.g. 2 weeks, 3 weeks, or 4 weeks) based on his/her years of service, except that each week of vacation earned after conversion shall be earned at the full-time rate, instead of at the part-time rate, as defined in subsection 16.02 below. If any vacation is earned but unused as a part-time employee, upon conversion to full-time status, those unused hours earned as a part-time employee will be retained and added to the vacation hours accrued as a full-time employee and upon the employee's first anniversary date following conversion, he/she shall be entitled to vacation pay based upon the combined total of the vacation earned while working part-time and the vacation earned while working full-time.

16.02 A week period for an eligible full-time employee shall be defined by the amount of straight time hours normally worked by the full-time employee during the previous twelve (12) month period, not to exceed thirty-seven and a half (37.5) hours per week. A week period for an eligible part-time employee shall be defined by the average amount of straight time hours worked during the previous twelve (12) month period.

16.03 Vacation time earned by December 3rd of the current year shall be taken by December 2nd of the following year and may not be cashed out or carried over, except as specifically provided for in this Section.

16.04 Vacation time will not be taken in increments less than one (1) week nor more than two (2) weeks. Any variance to this will have to be approved by the Vice President of Human Resources. Vacation scheduling shall be restricted based on operational needs.

16.05 Scheduling of vacations shall be subject to approval by the Employer and shall be arranged as follows:

1. The Employer shall supply the vacation calendar containing the restrictions and guidelines by November 1st of every year. Vacations will start from December 3rd of the current year through December 2nd of the following year.

2. The vacation-scheduling period shall be administered within each department by the Department Manager or the Publisher of the Hawaii Tribune-Herald, as appropriate, to employees who may claim vacation periods by seniority. In the event that more than one employee has the same seniority date, the claim process for scheduling vacations shall be made by random drawing by the Guild Unit Chair and Department Manager. The claiming process shall be completed within two (2) weeks and returned for review and approval to the Department Manager, Publisher of the Hawaii Tribune-Herald, or

designee, as appropriate. Upon approval, the vacation calendar shall be posted in each respective department.

3. Full-time employees, and part-time employees who average at least twenty (20) hours per week, shall receive a pro-rated amount of vacation only in his first year of service in order to provide the employee with an opportunity to schedule his vacation and to bring him in alignment with the vacation claim schedule and process. Such prorated amount shall be based on the completed payroll periods worked by the employee from his most recent date of hire with the Employer, up to the start of the December 3rd vacation calendar time period.

16.06 Notwithstanding the above, it is understood that in the event of an emergency, the Employer may revise the vacation schedule based on operational needs. If an employee is affected by such a revision, he shall be permitted to choose another period suiting the employee's convenience, provided such time is also approved by the Employer. If, as a result of the Employer cancelling an employee's previously scheduled and approved vacation time, no mutually agreeable time can be established, the employee shall be paid for his earned and unused vacation time.

16.07 Any switching of previously scheduled and approved vacation time shall be subject to approval by the Department Manager or Publisher of the Hawaii Tribune-Herald as appropriate, mutually agreed to between the switching employees, and confirmed in writing.

16.08 Pay for vacation shall be at the employee's straight time hourly rate. If an employee is discharged or in any other manner terminates employment, the employee will be paid for any vacation earned but not taken.

16.09 If an employee is hospitalized, or has a death in the family while on vacation, the employee shall be entitled to available sick leave, or bereavement leave benefits, provided all requirements of the applicable section(s) are met.

16.10 The Employer, upon request, may grant vacations of less than five (5) days (one week) increments. This provision is intended to cover emergencies and special situations and not to furnish a means to negate the basic purpose of a vacation. The Employer will make every effort to honor such requests, but the ultimate decision shall be the in the sole discretion of the Employer.

16.11 If a paid holiday listed in Section 9 (Holidays) of this Agreement falls during an employee's vacation period, such employee will be granted an additional day of vacation with pay.

Section 17. SICK LEAVE

17.01 A full-time employee with not less than one (1) year of continuous service from his most recent date of hire with the Employer, and who has worked at least one thousand five hundred (1,500) straight time hours in the year immediately preceding his last anniversary date of employment shall be eligible for sick leave benefits in accordance with the full-time employee's qualifying years of service and the following schedule:

One (1) week per year during the first five (5) years

Two (2) weeks per year thereafter

17.02 A week period for an eligible full-time employee shall be defined by the amount of straight time hours normally worked by the full-time employee during the previous twelve (12) month period, not to exceed thirty-seven and a half (37.5) hours per week.

17.03 The Employer shall provide Temporary Disability Insurance (TDI) and Workers' Compensation Insurance (WC) benefits for all qualifying employees covered by this Agreement to the extent required by the State of Hawaii.

17.04 Available sick leave shall be used during any TDI or WC waiting period. The combined TDI and sick leave benefits shall not exceed twenty-six (26) weeks. Employees who are out on TDI and who have available sick leave shall be required to use such benefit to supplement any TDI payment so that the employee receives one hundred percent (100%) of their normal weekly wages.

17.05 All employees covered by this Agreement shall immediately report any injury or illness to the Employer. Paid sick leave is only authorized to concur with an employee's regular work schedule. There will be no waiting period on an employee's first three (3) illnesses in an anniversary year. There will be a one (1) day waiting period for subsequent illnesses in an anniversary year, unless hospitalization occurs. Any employee who submits a fraudulent sickness report will have his/her sick leave benefits rejected and forfeited, and be subject to termination. Any employee who abuses the sick leave program will be subject to indefinite suspension of sick leave benefits and disciplined up to and including termination depending on the nature and gravity of the abuse. The parties agree that attendance is an essential function of each employee's job. Accordingly, it is agreed that the Union and employees covered by this Agreement will make every effort to prevent abuses.

17.06 With the sole exception of the first day of the first illness in an anniversary year, and to the extent allowed by law, the employee shall be required from the first day of all illnesses and for each day thereafter for the remainder of the anniversary year to present a certificate from a certified medical physician, dental surgeon, osteopath, or a dentist licensed to practice in the State of Hawaii (physicians shall include any of the above serving in the United States Armed Services), attesting to the fact that the employee's absence from work was caused by a medical or dental condition or such other evidence that may be acceptable to the Employer that his absence from work was caused by such illness or injury and shall sign a consent form authorizing the treating medical physician, dental surgeon, osteopath or licensed dentist to release such medical information to the Employer for the purpose of confirming the date and duration of the absence and relation of the medical condition to the absence. The Employer may, at its discretion and cost, require an examination by an Employer chosen physician at any time during the period of absence to ascertain the employee's condition. If the examination done by the Employer's chosen physician results in a different opinion, then a third physician chosen by the Employer may conduct an examination and the opinion of this third physician shall prevail.

17.07 Unless specifically provided for in this Agreement, no sick leave or TDI benefits shall be paid for any illness or injury compensable under the State of Hawaii Workers' Compensation Law, or where the disability is due to the use of intoxicants, drugs, willful intent of the employee to injure himself, illness or injury caused by the employee's own misconduct, or in the course of performing one's duty during a military leave of absence.

17.08 Employees who are absent due to illness or disability shall speak with their Supervisor/Manager as soon as possible, but no later than one (1) hour before the employee's scheduled start time for every day the employee is absent, except for Dock Coordinators who must do so no later than two (2) hours before the employee's scheduled start time for every day the employee is absent. Voice messages left for the employee's Supervisor/Manager should provide a contact number; voice messages left for the employee's Supervisor/Manager without a contact number for the employee will not be deemed as adequate notification under this section. The employee must request that the above-mentioned doctor's statement must be immediately faxed or hand delivered to the Human Resources Department. Post dated notes from doctors shall not be acceptable, unless the first day of such illness or disability occurs on a Sunday or Holiday, in which case a note dated on the immediately following day shall be acceptable. A doctor's certificate shall not be prima facie evidence of an employee's inability to work, and the Employer may require more verification.

17.09 Paid sick leave benefits shall be calculated based on the straight time hours the employee was scheduled to have worked on the day(s) of absence, not to exceed seven and one-half (7 ½) hours per day.

17.10 If Federal or Hawaii legislation shall provide for benefits under whatever name, to employees who are disabled by non-occupational illness, injury or similar disability, then the foregoing sick leave plan shall be deemed amended so as to eliminate duplication of benefits.

17.11 Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated in accordance with applicable law and this Agreement.

17.12 Any carry-over of unused sick leave benefits shall be in increments of one (1) week. Employees may carry over and accumulate unused sick leave up to a maximum of six weeks or 225 hours.

Upon exhaustion of all annual accrued sick leave benefits, accumulated sick leave may be used, but only may be used for hospitalization and any contiguous recovery period related to such hospitalization and for physician-certified major illnesses, injuries or disabilities requiring continuous absences in excess of fourteen (14) continuous calendar days for the purpose of stabilization and/or recovery, and which may leave significant residual disability; except that physician-certified illnesses/disability related to pregnancy shall be covered by such accumulated sick leave banks. Such physician certificate shall be subject to a second opinion at the cost of the Company.

Section 18. LEAVES OF ABSENCE

18.01 Military Leave – The Employer and all employees covered by the terms and conditions of this Agreement shall abide by the rule and regulations of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended.

18.02 Family Leave - The Employer and all employees covered by the terms and conditions of this Agreement shall abide by the rules and regulations of the federal Family Medical Leave Act (FMLA) and the Hawaii Family Leave Act (HFLA) to the extent applicable by law. Paid time on Family Leave is counted as time worked and employees shall be required to utilize all earned paid time prior to taking any unpaid time provided such utilization is not in direct conflict with applicable laws and this Agreement. If the leave taken is for the covered employee's own illness, he shall be required to utilize all available sick leave, followed by earned vacation time. The Employer shall administer its FMLA/HFLA policies in a manner not inconsistent with the law, including all applicable rules and regulations. It is understood that should there be a conflict between the terms of this Agreement and the FMLA/HFLA, the provisions of FMLA/HFLA shall prevail.

18.03 Union Business - If an employee is elected or appointed to any Union office in the Union,

the employee shall be granted a leave of absence by the Employer, without pay, provided that such leave shall not extend beyond the term of this Agreement and will not unduly interfere with the Employer's operations. It is specifically agreed that not more than one (1) employee from the Employer shall be subject to a mandated leave of absence pursuant to this section at any one time. Any other requests for such Union-related leaves of absence shall be subject to the prior approval of the Employer and shall be based on the needs of the business. If the employee immediately returns after such service, he shall be reinstated in the same or comparable position upon the expiration of such leave. Union leaves of absence shall not count as breaks in continuous service but shall not be considered service time in computing seniority, sick payments, holidays, vacations or any other benefit. If such reinstatement results in the Employer having to move or terminate the employee who was either promoted or hired to fill the original vacancy, the Employer shall be able to move or terminate such employee without challenge and/or penalty.

18.04 Leaves of absence upon request shall be granted to employees elected or appointed

delegates to conventions of The Newspaper Guild, or any organization with which The Newspaper Guild is affiliated, and to delegates to special meetings called by The Newspaper Guild, or by any branch thereof of by any organization with which The Newspaper Guild is affiliated, provided that such leaves of absence will not interfere with the Employer's operations.

18.05 Except as specifically provided for elsewhere in this Section, an employee covered by this Agreement may be allowed to take an unpaid personal leave, subject to the prior written approval by the Employer which approval may include reasonable

conditions to granting such personal leave, which decision shall not be grievable pursuant to this Agreement.

Section 19. OUTSIDE ACTIVITY

19.01 Employees shall be free on their own time to engage in activities not performed by enterprises in competition with the Employer.

19.02 The activities referred to in this section shall not adversely affect either the Employer's financial return or its reputation for dealing fairly and impartially.

19.03 The Employer shall be notified in advance of such activities and may, if deemed necessary, require details in writing.

19.04 No employee shall use the name of the Employer or the employee's connections with the Employer or any feature title or other materials of the Employer to further the employee's outside activities.

Section 19-A. BY-LINES

19.01A The Employer shall not use an employee's by-line or credit-line over his or her advance protest.

Section 20. [RESERVED]

Section 21. TRANSFERS AND PROMOTIONS

21.01 Any employee covered by this Agreement may be temporarily transferred to other classification or may be used for relief of employees under other classifications. If an employee is temporarily transferred to a lower paid classification covered by this agreement, such employee shall receive his regular rate of pay; provided, however, that transfers to a lower paid classification made at the request of or for the convenience of the employee shall not be deemed a temporary transfer irrespective of the duration of such transfer and shall be paid for at the rate applicable to the work being performed.

21.02 No employee shall be penalized in any way for refusing to accept a promotion.

21.03 No employee shall be transferred by the Employer to or from another city without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

21.04 Notice of permanent job vacancies that occur shall be posted for in-Company applicants at least seven (7) calendar days before such vacancies are filled on a

permanent basis. In making promotions or transfers to fill such vacancies, the Employer will consider the qualifications of the employees for the job. If there is no material difference in the relevant factors (such as merit, ability, performance, turnout, fitness, attendance record), length of continuous service with the Employer will govern. This subsection shall not be construed to preclude temporary transfers and/or new hires to fill such job vacancies when necessary or preferable by the Employer. The Employer will post for temporary transfers when it is aware that the position being replaced would be vacant for more than 60 days. Employees shall acquire experience for wage increases and qualify for promotions during such transfers.

21.05 Application for such vacancies must be submitted to the designated office of the Employer.

Section 22. MATERNITY LEAVE

22.01 The Employer and all employees covered by the terms and conditions of this Agreement shall abide by all applicable laws which provide for leave due to pregnancy, childbirth, and related medical conditions, and to care for a newborn, including the federal Family Medical Leave Act (FMLA), the Hawaii Family Leave Act, and federal and state pregnancy discrimination laws. Maternity leave shall be without pay unless the employee has earned paid leave under the sick leave and vacation sections of this Agreement, or qualifies for TDI benefits under this Agreement. Unless prohibited by law, employees shall be required to utilize all earned paid time prior to taking any unpaid time.

22.02 Any employee on maternity leave who wishes to return to work with the Employer shall give written notice prior to taking maternity leave and two (2) weeks prior to their expected date of return, in which event the employee shall be eligible for reinstatement to the employee's former job or a position commensurate with the position vacated at the time the maternity leave started, physical condition, efficiency and competency permitting.

22.03 In the event the employee fails to make written application as provided above and/or fails to report for work assignment, the employee shall be considered as having resigned from employment.

Section 23. DEDUCTION OF UNION DUES FROM WAGES

23.01 The Employer 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 Section 1 of this Agreement, who shall so request in writing upon a form identical with the attached form marked Exhibit "B", an initiation fee, dues and assessments in amounts as certified to the Employer by the Guild in writing. The Employer will check off such deductions and remit them to the Guild at least once a month.

23.02 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 in paragraph 23.01 of this section, 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 Section 302(c)(4) of the Labor – Management Relations Act of 1947, as amended.

23.03 In case an employee does not have the total amount of any deduction due 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 Employer, garnishments, and deductions required by law to be made by the Employer shall have priority over deductions for Guild dues.

23.04 The Employer shall not be bound in any manner to see to the application of the proceeds of any check, to investigate the authority of any Union officer, to certify the amount of dues or fees to be deducted, or to accept or collect any check. The Guild shall indemnify the Employer and hold the Employer 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 Employer for the purpose of complying with the provisions of this section or any assignment or certificate which shall be furnished to the Employer under any such provisions.

Section 24. GRIEVANCE PROCEDURE

24.01 When any employee covered under the terms of this Agreement, or when the Union, believes that the Company has violated the express terms and conditions thereof and that by reason of such violation of his or its rights arising out of this Agreement have been adversely affected, the employee or the Guild, as the case may be, shall be required to follow the procedure hereinafter set forth in presenting the grievance and having the grievance investigated and on the merits thereof determined.

24.02 The Employer will not be required to consider any grievance which has not been presented to the Employer within fifteen (15) calendar days following the date of the occurrence of the alleged violation. Failure to present the grievance at any step of the grievance procedure within the time specified shall be deemed a waiver of remedy under this Section. Grievances over the amount of compensation shall be deemed to have occurred at the time payment is made.

24.03 Failure of the Employer to answer a written grievance within the time limits prescribed in each step of the grievance procedure shall permit reference of the case to the succeeding step of the procedure following the expiration of time limits.

24.04 Step 1 – Department Manager. The grievance shall be presented in writing by the complainant to the Department Manager within fifteen (15) calendar days of the alleged breach of the express terms and conditions of this Agreement. In this step, the grievance shall specify the specific terms or conditions allegedly violated and the remedy sought. The Department Manager shall have ten (10) calendar days following the presentation of the grievance to give his answer.

24.05 Step 2 – Vice President of Human Resources. If the Department Manager or his/her designee does not adjust the grievance to the complainant's satisfaction within ten (10) calendar days from the time the grievance is submitted at Step Two, then the complainant may present the alleged grievance to the Vice President of Human Resources or his/her designee. Presentation to the Vice President of Human Resources must be made in writing and must be made within the next ten (10) calendar days.

24.06 Step 3 – Arbitration. If the Vice President of Human Resources or his/her designee does not adjust the grievance to the complainant's satisfaction within ten (10) calendar days from the time the grievance is submitted at Step Three, then the Union may, as the sole and exclusive collective bargaining agent for all employees covered by this Agreement, elect to submit the alleged grievance to an arbitrator, within the next ten (10) calendar days by serving written notice upon the Employer of its desire to arbitrate the grievance together with a written statement of the issues to be arbitrated. Either party may thereafter require the other party to select an Arbitrator in accordance with this Section 24 Grievance Procedure. Once notified, the parties agree to make a good faith effort to select an Arbitrator within a timely manner to proceed with the arbitration.

24.07 Any time of the time limits under this section may be extended by mutual agreement and shall be confirmed in writing.

24.08 Time limits hereinabove set forth shall include Saturdays, Sundays and holidays and may be extended by written mutual agreement.

24.09 If the parties are unable to agree on the selection of an arbitrator, the parties shall select one (1) Arbitrator from the following panel: John McConnell, Tamotsu Tanaka, Keith Hunter, Ronald C. Brown and Mario Ramil. To select the Arbitrator from the panel, the parties shall alternately strike names from the panel, one (1) name at a time. Both parties must have an equal number of opportunities to strike a name from the panel. When there is only one (1) name remaining after both parties have struck an equal number of names, that person shall serve as the Arbitrator in the case. If the parties are unable to agree on which party will strike a name first, a coin shall be tossed and the winner of the toss shall either strike a name from the panel first or require that the other party strike a name from the panel first. In the event that a member of the panel can no longer serve as an Arbitrator, the parties shall appoint a mutually agreeable substitute to be a replacement on the panel of arbitrators.

24.10 The Arbitrator shall receive for his services such remuneration as, from time to time, shall be acceptable to him and agreed upon by the parties. All fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expenses of the presentation of its own case. The cost of a court reporter during a formal hearing shall be borne equally; however the cost of a stenographic transcript shall be borne by the party ordering it.

24.11 All decisions of the Arbitrator shall be limited expressly to the terms and provisions of the Agreement and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator. All decisions of the Arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto.

24.12 The complainant in every hearing before the Arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed in every hearing, but the Arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The Arbitrator shall make his decision in the light of the whole record and shall decide the case upon the weight of all substantial evidence presented.

24.13 A court reporter shall 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.

24.14 The parties may, by mutual agreement, request the Arbitrator to conduct an informal hearing. An informal hearing shall mean a hearing without a court reporter being present to transcribe the testimony of witnesses and argument of the representatives of the parties, but in all other respects the foregoing provisions of this section shall be applicable. In the case of an informal hearing, the decision of the Arbitrator shall be limited to a written statement of his conclusions, without comment on the evidence or statement of reasons thereof.

24.15 All decisions of the Arbitrator under this section, including decisions following informal hearings, shall be final and binding upon the parties.

Section 25. JURY DUTY

25.01 Employees are required to immediately notify their Department Manager upon receipt of a summons for jury duty. An employee required to serve on jury duty shall receive a day's pay at the employee's straight time hourly rate for each day of absence, up to a maximum of ten (10) working days in any calendar year, less any remuneration received for such jury service as certified in writing by the clerk of the court.

25.02 If jury duty service requires attendance only for a portion of the employee's scheduled workday, the employee shall notify his Department Manager or designee by telephone and the Employer shall then determine whether or not the employee should report to work on that day.

25.03 An employee on a late shift shall be excused from his shift in sufficient time to allow him eight (8) hour's rest before reporting for jury duty.

25.04 Except for the ten (10) days which are paid for by the Employer, absence on jury duty shall not be counted as time worked for vacation, sick leave, holiday or any other benefit accrual purposes.

25.05 If the employee is requested to be present as a party to a civil or criminal proceeding, or when the employee is required to be present as a witness before any court

or government body, the Employer may consider requests on an individual basis for time off without pay.

25.06 The Employer will consider requests on an individual basis for time off without pay to attend governmental board or commission meetings to which the employee has been appointed.

Section 26. EMPLOYEE BENEFIT PLANS

26.01 Medical Plan: The Employer will provide access to a medical plan that meets the requirements under the State of Hawaii's Prepaid Healthcare Act and federal law as applicable. Any plan offered by the Employer shall include a drug and vision rider.

Full-time employees and part-time employees who work twenty (20) or more hours for four (4) consecutive weeks shall become eligible for participation in the medical plan(s) offered by the Employer on the same basis as required under the State of Hawaii's Prepaid Healthcare Act and federal law as applicable.

The Employer will pay 100% of the monthly premium cost for employee only coverage. For employees choosing two party or family coverage, the Employer will pay the total of 100% of the monthly premium cost for employee only coverage *plus* 50% of the difference between the monthly premium cost for employee only coverage and two party or family coverage as applicable, and the employee shall pay the other 50% of the difference.

26.02 Dental Plan: The Employer will provide access to the current or comparable dental plan for full-time employees who have completed at least thirty (30) days of continuous service from their most recent date of hire with the Employer. The Employer will pay one hundred percent (100%) of the premium for eligible full-time employees and their dependents. Part-time employees who have completed at least thirty (30) days of continuous service from their most recent date of hire and who work twenty (20) or more hours per week will be provided access to the Employer's dental plan by paying one hundred percent (100%) of the monthly premium cost.

26.03 Dual and Duplicate Coverage. The following policy on the prohibition of dual/duplicate coverage shall be followed and strictly enforced, subject to the loss of medical/dental coverage if found in violation of this policy.

Spouses and reciprocal beneficiaries of employees who are eligible for medical/dental insurance coverage from another employer or as a dependent under another plan shall not be eligible for medical/dental insurance coverage under the Employer's medical plans unless adding the spouse or reciprocal beneficiary to the employee's medical/dental insurance coverage results in no increase in the employee's share or the Employer's share of the premium.

Children of OPI employees can be covered under OPI's medical/dental plans through age 25 years old unless (1) the child is otherwise "covered" by any other medical/dental plan, or (2) the child is employed and is eligible for coverage at his/her place of employment (except where the child is a student and 25 years old or younger).

Employees who are eligible for medical/dental insurance coverage either as an employee of another employer or as a dependent under the plan of a parent, spouse or reciprocal beneficiary shall not be eligible for medical/dental insurance coverage with the Employer's medical/dental plan unless the employee is regularly scheduled at least 30 hours per week.

The Employer shall provide notice of this policy during open enrollment. The Guild also agrees to inform members of this policy by posting a notice on its bulletin board during open enrollment each year.

26.04 The Employer will provide Long-Term Disability Insurance (LTDI) coverage for all full-time employees on the first of the month following thirty (30) calendar days of employment. The Employer will pay one hundred percent (100%) of the premium.

26.05 The Employer will provide Life and Accidental Death and Dismemberment insurance coverage for all full-time employees, effective on the first of the month following thirty (30) calendar days of employment. The death benefit offered shall be no more than two (2) times the employee's annual straight time earnings, excluding all reimbursements and allowances, up to a maximum of \$50,000.00. The Employer will pay one hundred percent (100%) of the premium.

26.06 401(k) Plan. All employees who qualify under the plan's guidelines as may be amended from time to time shall be eligible to enroll in the Employer's 401(k) plan. Employees desiring to enroll and contribute shall notify the Employer in writing by completing all necessary paperwork during the designated enrollment period. The Employer agrees to match a qualifying employee's contribution on a fifty percent (50%) basis, up to a maximum of three percent (3%) of the employee's annual salary.

26.07 The Employer will offer an IRS Section 125 plan that provides for pre-tax premium payment only. Employee participation is voluntary.

Section 27. BEREAVEMENT LEAVE

27.01 An employee who has completed at least twelve (12) continuous months of service from his most recent date of hire with the Employer shall be provided up to three (3) days of leave with pay within any two (2) work weeks of the funeral to attend the funeral of an immediate family member. Pay shall be based on the employee's base straight time rate and hours normally scheduled on the day of leave. The requirement for days to be taken within the two work week period may be extended by written approval of the Employer.

27.02 An immediate family member shall include the employee's spouse, parents, parents-in-law, grandparents, siblings, natural and legally adopted children, and natural and legally adopted grandchildren.

27.03 In order to receive bereavement leave benefits, a qualifying employee must present proof of death, such as an obituary or other evidence as deemed appropriate by the Employer.

Section 28. HEALTH AND SAFETY

28.01 Any complaint arising due to unsanitary conditions and/or unsafe conditions must first be reported to management for investigation and if valid, correction made within a reasonable time period.

Section 29. MODIFICATION OF AGREEMENT

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

Section 30. DOCUMENT CONTAINS ENTIRE AGREEMENT

30.01 The parties hereto agree that during the term of this Agreement, any past custom or practice of the Employer or of the Union, to the contrary notwithstanding, this document contains the entire Agreement of the parties and neither party has made any representations to the other, which are not contained herein. Current or future practices or customs shall not modify the express written provisions of this Agreement.

Section 31. DURATION OF AGREEMENT

31.01 This Agreement shall commence on the 6th day of July, 2016, and expire on the 5th day of July, 2021. Within ninety (90) days prior to the expiration of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

Section 32. GENERAL SAVINGS CLAUSE

32.01 Should any part of this Agreement be clearly rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part of or portion of this Agreement shall invalidate the remaining portions thereof, and they remain in full force and effect.

Section 33. MANAGEMENT RIGHTS

33.01 Except as expressly modified or restricted by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not.

33.02 The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to the right to: select and hire employees, schedule work, determine and change duties and the nature of services to be provided, discipline or discharge for just cause, determine their qualifications and assign, supervise, and direct their work; the right to determine the number and type of employees required; the right to set the standards of productivity, the products to be produced, and/or the services to be rendered; the right to lay off employees from duty due to lack of work; the right to determine the fact of lack of work; and the right to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; the right to determine the location, relocation and extent of its operations (including the hours of operation) and their commencement, expansion, curtailment or discontinuance, in whole or in part, including the right to determine the number of editions to be printed/published and the right to determine the days of the week that *Hawaii Tribune-Herald* or any other Company product will be printed/published and disseminated; the right to take such measures and make such decisions as the Company may determine to be necessary for the safe, orderly, efficient and profitable operation of its business.

33.03 The Company shall be the sole and exclusive right to subcontract work, including but not limited to, the right to enter into independent contractor agreements with freelance photographers, freelance writers and/or correspondents. No bargaining unit employee will be laid off due to the Company's exercise of its rights under this Section 33.03. No bargaining unit employee will be converted to part-time status or have his or her hours reduced due to the Company's exercise of its rights under this Section 33.03. No bargaining unit position that is vacated due to resignation, discharge, layoff, retirement or death of a bargaining unit employee shall be filled by the Company's exercise of its rights under this Section 33.03.

33.04 The Manager/Supervisor positions listed in Section 2.01 that are currently staffed shall have the right to perform any work assignment that an employee performs, has performed, or may be assigned to perform in the future. No bargaining unit employee will be laid off due to the performance of the aforementioned work assignments by a Manager or Supervisor. No bargaining unit employee will be converted to part-time status or have his or her hours reduced due to the Company's exercise of its rights under this Section 33.04.

33.05 The rights and prerogatives of Management, whether established by express provision (including, this Section 33) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement, and shall remain in effect until a different agreement is reached or other lawful change is permitted.

Section 34. SCOPE OF AGREEMENT

34.01 This Agreement, together with its attachments constitutes the sole and entire agreement between the parties hereto.

PACIFIC MEDIA WORKERS GUILD,
Local 39521, Chartered by The NewsGuild/
Communications Workers of America,
AFL-CIO

OAHU PUBLICATIONS, INC. dba
HAWAII TRIBUNE-HERALD

By _____
Its: _____

By _____
Its: _____

EXHIBIT "A" – CLASSIFICATION AND SALARY SCHEDULE

Per week effective (at 37.5)

	12/03/14		Nearest start of payroll period on or after July 6, 2018		Nearest start of payroll period on or after July 6, 2019		Nearest start of payroll period on or after July 6, 2020	
	Weekly Rate	Hourly Rate						
Journalist	548.01	14.6136	558.97	14.9058	570.14	15.2037	581.54	15.5077
During first year experience	597.08	15.9221	609.02	16.2405	621.20	16.5653	633.62	18.8665
During second year experience	597.08	15.9221	609.02	16.2405	521.20	16.5653	633.62	16.8965
During third year experience	646.16	17.2309	659.08	17.5754	672.26	17.9269	685.70	18.2853
During fourth year experience	695.23	18.5395	709.13	18.9101	723.31	19.2882	737.77	19.6738
During fifth year experience	744.30	19.8480	759.18	20.2448	774.39	20.6496	789.84	21.0624
During sixth year experience	793.39	21.1571	809.25	21.5800	825.43	2.0114	841.93	22.4514
During seventh year experience	842.46	22.4656	859.30	22.9146	876.48	23.3728	894.00	23.8400
After seventh year experience	890.62	23.7499	908.43	24.2248	926.59	24.7090	945.12	25.2032
Circulation Clerk								
During first nine months experience	620.86	16.5563	633.27	16.8872	645.93	17.2248	658.84	17.5690
After nine months experience	730.42	19.4779	745.02	19.8672	759.92	20.2645	775.11	20.6696
Sales Assistant								
During first nine months experience	577.40	15.3973	588.94	15.7050	600.71	16.0189	612.72	16.3392
After nine months experience	679.29	18.1144	692.87	18.4765	706.72	18.8456	720.85	19.2226
Dock Coordinator								
During first six months experience	571.31	15.2346	582.73	15.5394	594.38	15.8501	606.26	16.1669
After six months experience	672.13	17.9234	685.57	18.2818	699.28	18.6474	713.26	19.0202
Janitor	659.54	17.58.77	672.73	17.9394	686.18	18.2981	699.90	18.6640

BONUSES

- 2.0% Bonus effective date of ratification (July 6, 2016)
- 2.0% bonus effective 12 months after date of ratification (July 6, 2017)

Payment of bonuses and wage increases shall be payable in the pay period following the pay period during which the payments became effective

APPLICATION OF SALARY SCHEDULE TO CURRENT EMPLOYEES

1. Journalists
Effective upon ratification (July 6, 2016), each currently employed Journalist will be slotted in to the above proposed salary schedule based not on experience, but on the individual's current rate of pay. If an employee's current rate of pay is between two proposed levels of pay, the employee will be slotted in at the level closest to the employee's current rate of pay, without going above the employee's current rate; however, the employee's rate of pay will not be adjusted down to match the actual rates in the salary schedule. Thereafter, on each anniversary of the employee's date of hire, the employee will be raised to the next level of pay on the proposed salary schedule (adjustment will not be based on experience).

2. Sales Assistant Jon Notley
Jon Notley is a Sales Assistant whose current rate of pay exceeds the top proposed wage rate for Sales Assistants.

For as long as he is employed as a Sales Assistant with OPI, Jon Notley will be red-circled above the proposed salary schedule for Sales Assistants and will be entitled to receive all wage increases and bonuses provided to Sales Assistants. In the event Jon Notley is transferred/promoted/demoted to another position, he no longer will be red-circled.

3. Dock Coordinator Zachary Chai
Effective date of ratification, Zachary Chai will be slotted in to the proposed salary schedule at \$17.9234 per hour.

4. Janitor Ernesto Inocencio
Ernesto Inocencio is a Janitor whose current rate of pay exceeds the proposed wage rate for Janitors.

For as long as he is employed as a Janitor with OPI, Ernesto Inocencio will be red-circled above the proposed salary schedule for Janitors and will be entitled to receive all wage increases and bonuses provided to Janitors. In the event Ernesto Inocencio is transferred/promoted/demoted to another position, he no longer will be red-circled.

EXHIBIT “A-1”– COMPENSATION FOR OUTSIDE SALES ACCOUNT EXECUTIVES*

I. Annual Base Salary

Annual Base Salary Range: \$30,000 - \$42,000 per year payable twice a month on the 15th day and last day of the month, or the day before if it falls on a holiday or weekend

During first year experience	\$30,000
During second year experience	\$32,000
During third year experience	\$34,000
During fourth year experience	\$36,000
During fifth year experience	\$38,000
During sixth year experience	\$40,000
During eleventh year experience	\$42,000

II. Bonus and Commission Plan

(1) In addition to the Annual Base Salary, Sales Account Executives shall be entitled to three bonus payments:

(a) Monthly, based upon attainment of revenue goals set by the Advertising Director.

- Achievement of monthly revenue goal = 100% of Monthly Bonus
- Exceed monthly revenue goal = 10% for each dollar over goal
- Employees who fall short of goal achievement, but are within 95% - 99% of goal achievement = Reduced Monthly Bonus
- Employees who fall short of goal achievement, but are within 90% - 94% of goal achievement = Greater reduction of Monthly Bonus
- Consistent or regular achievement less than 100% of the monthly revenue goal indicates sub-par (less than acceptable) performance (even if partial bonus is paid). Any discipline or discharge involving the failure to achieve goals will be subject to the grievance and arbitration procedures of the Collective Bargaining Agreement.

(b) Annually, based upon exceeding Sales Account Executive's respective annual revenue goal by ten percent (10%), provided the paper's annual retail revenue goal is also attained.

(c) Online, based on meeting monthly goals for online revenue on hawaii.tribune-herald.com as well as other OPI newspaper websites.

(2) In addition to the above three bonuses, Sales Account Executives shall be entitled to a commission for attaining new accounts for individual product sales into any OPI magazines and hawaii.com, excluding newspapers, such as the Honolulu Star-Advertiser, Hawaii Tribune-Herald, West Hawaii Today, The Garden Island, MidWeek, MidWeek Kauai, and any agency sales. A new account is one that has not advertised in any OPI product in the last 120 days.

(3) Sales Account Executives must be employed and work the entire month or year (as applicable) in order to qualify for the bonus or commission. Bonuses and commissions are payable in the last pay period of the month following the close of the month or year (as applicable) in which the bonus or commission is earned. Appropriate adjustments will be made for delinquent accounts after 90 days.

*Classified as "Outside Sales" employees in accordance with the federal Fair Labor Standards Act (FLSA) and its State of Hawaii equivalent.

Application of Salary Schedule to Current Employees

Effective upon ratification (July 6, 2016), current Outside Sales Account Executives would be slotted in to the above proposed schedule based not on experience, but on the individual's current rate of pay, as follows:

Burns, Maire	fourth year experience
Cunningham, Anita	fourth year experience
Ferrari, Valerie	fifth year experience
Staszko, Kelly	fourth year experience

However, the employee's current rate of pay will not be adjusted down to match the rates in the proposed salary schedule.

EXHIBIT "B"

AUTHORIZATION FORM FOR DEDUCTION OF GUILD DUES OUT OF WAGES

I, _____, an employee of _____, voluntarily agree to have the Employer take _____ out of my wages a Guild initiation fee, monthly dues, assessments, or agency fees, the amount to be 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 cancelled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Guild, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Guild, whichever shall be shorter, unless

1. I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of any such one (1) year period, or

1. In the case of the expiration of any applicable collective bargaining agreement between the Employer and the Guild during any such one (1) year period, I cancel this authorization by written notice to the Employer at anytime during the period following the expiration of the applicable collective bargaining agreement and ten (10) days after the effective date of any new agreement.

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

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

Date

Employee's Signature

Address

Receipt of the foregoing assignment
acknowledged by

Employer

By

EXHIBIT “C”

ATTENDANCE POLICY

Attendance Policy. Punctuality and regular attendance are important in our Company and are directly related to how we like to do business and how we show respect and consideration to our fellow employees. Attendance is an essential function of your job.

Absenteeism Policy. Absences and excessive absenteeism are defined as follows: Five (5) or more separate absences within the most recent 12-month period is excessive. (Absences are defined as failure to report to work due to illness or injuries and/or any unexcused failure to report to work, except in situations as stated below.)

The 12-month period is a rolling twelve months in which the month with the most recent absence serves as the starting point. For example: If the most recent absence occurs in August, you would go back twelve (12) months using August as the first month. You would be reviewing the period of August in the current year, through September of the previous year. Five (5) or more separate absences within this period would constitute excessive absenteeism and therefore subject to disciplinary action.

Absences of the following nature are not included in the total:

- 1) Maternity Leave
- 2) Funeral Leave
- 3) Jury Duty
- 4) Leave of Absence for Union Business
- 5) Authorized Personal Leave
- 6) Authorized Leave for Extended Trips
- 7) Military Leave
- 8) Any other leave which is provided and authorized at the discretion of the Employer
- 9) Workers Compensation Leave
- 10) Absence due to injury and/or illness requiring ongoing care such as chemotherapy, dialysis or other required therapy
- 11) Authorized FMLA and HFLL Leave
- 12) Other protected leave of absence pursuant to federal and state laws.
- 13) The first two (2) absences because of illness or injury not otherwise included in one of the above categories

Tardiness. A tardy is defined as punching in over five (5) minutes past the scheduled start time. Employees are required to call their Manager/Supervisor when they will be late for work. This of course does not excuse the tardy.

With respect to Outside Sales Account Executives who are classified as exempt employees pursuant to the Fair Labor Standards Act, a tardy is defined as being over five (5) minutes late to any Company scheduled event, including meetings that they are directed to attend.

Six (6) or more tardies within a rolling 12-month period (as said rolling 12-month period is defined above) is considered excessive and therefore subject to disciplinary action. The rolling 12-month period begins with the first tardy.

The following are disciplinary guidelines for excessive absences/tardiness within any rolling 12-month period. As “guidelines” such progressions are not mandated by this policy and should only be considered as general guidance.

<ul style="list-style-type: none"> ▪ Five (5) absences in a rolling 12-month period, or ▪ Six (6) tardies in a rolling 12-month period, or ▪ Any combination of six (6) absences and/or tardies in a rolling 12-month period. 	Verbal warning (documented)
<ul style="list-style-type: none"> ▪ Six (6) absences in a rolling 12-month period, or ▪ Seven (7) tardies in a rolling 12-month period, or ▪ Any combination of seven (7) absences and/or tardies in a rolling 12-month period. 	Written warning
<ul style="list-style-type: none"> ▪ Seven (7) absences in a rolling 12-month period, or ▪ Eight (8) tardies in a rolling 12-month period, or ▪ Any combination of eight (8) absences and/or tardies in a rolling 12-month period 	Suspension without pay
<ul style="list-style-type: none"> ▪ Eight (8) absences in a rolling 12-month period, or ▪ Nine (9) tardies in a rolling 12-month period, or ▪ Any combination of nine (9) absences and/or tardies in a rolling 12-month period. 	Termination

These guidelines for discipline apply only to “excessive absence” and “excessive tardiness” and do not apply to any other misconduct or performance deficiencies (such as, for example, where an employee fails to timely notify his/her supervisor of his/her absence, tardiness or expected return to work date; fails to punch in or out; etc.). These guidelines for discipline also do not apply where an employee has prior misconduct and/or performance deficiencies. Where an employee has “excessive absences” and/or “excessive tardiness” in addition to other misconduct, prior misconduct, and/or performance deficiencies, the Company will also consider such other misconduct and deficiencies, and then determine the disciplinary action that is appropriate.

Notification of Absence.

Employees who will be absent must speak with their Supervisor/Manager as soon as possible, but no later than one (1) hour before the employee’s scheduled start time for every day the employee is absent, except for Dock Coordinators who must do so no later than two (2) hours before the employee’s scheduled start time for every day the employee is absent. Voice messages left for the employee’s Supervisor/Manager without a contact number for the employee will not be deemed as adequate notification. Failure to provide such notice of absence from work is subject to disciplinary action. The following are disciplinary guidelines for such failure to provide notice.

• Once (1) in a rolling 12-month period	Verbal warning (documented)
• Twice (2) in a rolling 12-month period	Written warning
• Three (3) instances in a rolling 12-month period	Written warning
• Four (4) instances in a rolling 12-month period	Suspension without pay
• Five (5) instances in a rolling 12-month period	Termination

In administering the notice requirement, the Employer may make an allowance for a sudden illness or other extenuating circumstances as may be acceptable to the Employer, provided the Employee notifies the Employer as soon as practicable.

These guidelines for discipline apply only to such failure to provide notification of absence and do not apply to any other misconduct or performance deficiencies (such as, for example, “excessive absence”, “excessive tardiness”, failure to punch in or out; etc.). These guidelines for discipline also do not apply where an employee has prior misconduct and/or performance deficiencies. Where an employee fails to provide notification of absence in addition to other misconduct, prior misconduct, and/or performance deficiencies, the Company will also consider such other misconduct and deficiencies, and then determine the disciplinary action that is appropriate.

No Call/No Shows:

- Failure to report to work and failure to notify a department manager/supervisor of an absence prior to the start of the shift is considered a “No Call/No Show”.
- “No Call/No Show” is subject to disciplinary action. The following are disciplinary guidelines for “No Call/No Show”.

• One (1) day in a rolling 12-month period	Written warning
• Two (2) days (not consecutive) in a rolling 12-month period	Suspension without pay
• Three (3) days (not consecutive) in a rolling 12-month period	Termination

- Two (2) consecutive days of “No Call/No Show” is considered job abandonment and will be deemed to be a voluntary resignation and result in termination of employment.

These guidelines for discipline apply only to No Call/No Shows and do not apply to any other misconduct or performance deficiencies (such as, for example, “excessive absence”, “excessive tardiness”, failure to punch in or out; etc.). These guidelines for discipline also do not apply where an employee has prior misconduct and/or performance deficiencies. Where an employee has No Call/No Show in addition to other misconduct, prior misconduct, and/or performance deficiencies, the Company will also consider such other misconduct and deficiencies, and then determine the disciplinary action that is appropriate.

EXHIBIT “D”

SUBSTANCE ABUSE POLICY OAHU PUBLICATIONS, INC. (hereinafter “Company”)

I. DEFINITIONS

A. “Alcohol”: intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

B. “Controlled substance”: includes all controlled substances recognized by federal law pursuant to 21 U.S.C. § 802, the Controlled Substances Act, and under Hawaii law pursuant to Chapter 329, Hawaii Revised Statutes and Section 11-113-2 of the Hawaii Administrative Rules (“HAR”), or any amendments thereto. **Generally speaking, this includes all illegal drugs under either federal or State law, including but not limited to prescription medical marijuana.** It also includes prescription drugs **unless** legally prescribed to the individual in possession and used in the manner prescribed (see section IV). Alcohol use is referred to separately, as applicable.

C. “Company property”: anything owned or controlled by the Company, including but not limited to all Company vehicles, buildings, land, parking lots and all facilities therein.

D. “Drug paraphernalia”: any container or object used, intended for use, or designed for use in storing, concealing, distributing, and/or using a controlled substance.

II. PROHIBITED CONDUCT

A. The: (1) possession, use, sale, purchase, solicitation, transfer, distribution, promotion, storage, transportation; (2) the attempt to take such actions, even if unsuccessful; or, (3) directly or indirectly assisting, cooperating or otherwise accommodating any of the above actions, with respect to a controlled substance (including alcohol) or drug paraphernalia during work hours (including breaks), on or within Company property, wherever Company work is being performed, or at Company-sponsored functions, except as to alcohol when expressly approved by Company management; e.g., management witnessed and approved serving of alcohol to employees for employee functions where alcohol is served, etc.) and employees who return to work off duty with approval to “Company management” shall mean Senior Management, and/or Human Resources;

B. Failing or refusing to consent to or to undergo controlled substance or alcohol testing as requested by the Company;

C. Failing or refusing to execute the Company’s designated consent, disclosure, release and/or testing form for testing;

D. Failing or refusing to comply with any requirement of law or instruction given by a Company supervisor or authorized person involved in the testing process (e.g., failure

to report for a scheduled appointment to provide a specimen, failure or refusal to provide a specimen as instructed, or providing a substitute or adulterated sample);

E. Failing or refusing to provide a legitimate sample for testing within a reasonable time; e.g., providing a substitute or dilute sample;

F. Failing or refusing to permit the results of a controlled substance and/or alcohol test to be provided to the Medical Review Officer (MRO) or failing to properly comply with the MRO's instructions;

G. Failing or refusing to permit a MRO (or testing facility) to report a test result to the Company;

H. Interfering or refusing to otherwise comply with the administration of this Policy (or any term thereof), including but not limited to giving false reports, statements or representations, hindering the Company's efforts in searching for controlled substances or alcohol;

I. Failing to fully cooperate, assist or otherwise hindering the Company in any investigation into a violation or possible violation of this Policy, including but not limited to giving false reports, statements or representations;

J. Working or reporting to work with any observable or detectable indicia (while at work) of having used a controlled substance or alcohol;

K. Testing positive for alcohol as indicated by a blood alcohol concentration of 0.080 grams of alcohol per 100 ml. of blood, or greater;

L. Testing positive for a controlled substance as indicated by a verified positive test result;

III. TESTING

All testing of applicants or employees pursuant to this Policy shall comply with the chain of custody, confirmation testing, confidentiality and other requirements imposed by the Department of Health Substance Abuse Testing Rules under H.A.R. Title 11, Chapter 113 and any subsequent amendments thereto and other applicable state and/or federal laws. The cost of all testing shall be paid by the Company.

A. Persons Subject to Testing: All employees and job applicants (i.e., new hires) are subject to controlled substance (including alcohol, as specified) testing.

B. Substances For Which The Company May Test:

1. Alcohol;

2. Marijuana (e.g., grass, pot, weed, hash, joint, Acapulco gold, Maui wowie, cannabinoids, etc.);

3. Cocaine (e.g., coke, crack, snow, blow, flake, “C”, rock, base, etc.);
4. Opium, Opiates or Codeine derivatives (e.g., heroin, horse, “H”, junk, smack, scag, Miss Emma, etc.);
5. Amphetamines and Methamphetamines (e.g., uppers, speed, bennies, black beauties, Christmas trees, crystal, mollies, crank, ice, BAM, dexies, etc.);
6. Phencyclidine or PCP (e.g., angel dust, peace pill, dust, supergrass, embalming fluid, rocket fuel, killer weed, Chinese fortune cookie, etc.);
7. Barbiturates;
8. Methqualone;
9. Benzodiazepines;
10. Propoxyphene;
11. Methadone (e.g., qualudes, “ludes”, etc.); and/or
12. Any other controlled substances recognized by Chapter 329, Hawaii Revised Statutes, HAR §11-113-2, or any amendment thereto.
13. Testing positive for legally obtained prescription medications used in accordance with that prescription is not prohibited (the use of another person’s prescription medication is prohibited.).

C. Types of Testing

1. **Pre-employment testing.** All job applicants (i.e., new hires) will be required to undergo controlled substance testing as a condition of being considered for employment. Applicants shall not reschedule a controlled substance test after the test date, time and place have been set. Applicants who fail to pass testing or who violate any part of this Policy will not be employed.
2. **Reasonable Suspicion Testing.** All employees shall be subject to reasonable suspicion testing in accordance with this section. An employee will be required to undergo reasonable suspicion controlled substance and/or alcohol testing if a Company authorized person determines that reasonable suspicion exists that the employee is using or has used a controlled substance and/or alcohol in violation of this policy. A “company authorized person” shall mean the Publisher, Vice President/Human Resources and/or Department Manager. Reasonable suspicion may be based upon, among other things, such reasonable objective basis as:

- a. A good faith belief by Company management, even if incorrect, that the actions, speech appearance, and/or conduct of an employee is indicative of the use of alcohol or a controlled substance.
- b. Evidence which causes Company management to form a good faith belief, even if incorrect, that the employee while at work or on Company premises is using or has used a controlled substance or alcohol or is otherwise in violation of this Policy.
- c. A good faith belief shall include, but not be limited by, factors identified in the Reasonable Suspicion Observation Checklist (Attachment 1), discovery of controlled substances, alcohol, or drug paraphernalia at the work area or job site, in the possession or proximity of an employee (i.e., where there is a basis to believe that such contraband is related to employee) or objective evidence of unlawful use or sale of a controlled substance as disclosed by a reliable informant(s) or by any Federal, State or other enforcement agency, etc. The parties expressly agree that in determining reasonable suspicion, the Federal and State Constitutional law standards of “probable cause” or “reasonable cause” are inapplicable.
- d. Terminated employees who are terminated and are subsequently returned to work as part of a grievance settlement.
- e. Prior to returning to work of any employee who has been on any leave of absence for one (1) year or longer.
- f. Frequent or unexplained absence from the workplace or job site during an employee’s shift.
- g. Any significant change in an employee’s personality (e.g., abusive or violent behavior), work performance or personal behavior and/or abnormal behavior or poor interpersonal relations on the job.
- h. Excessive absenteeism in accordance with Company policy, but not as a stand alone reason.

An employee who is required to submit to reasonable suspicion testing by the Company shall be escorted to the collection site by Company management and shall be provided transportation to his or her residence after the collection process is completed. The employee will be placed on an approved leave of absence without pay pending investigation and receipt of the test results. If the test results are negative and the Company determines that there has been no other violation of this Policy, the employee will be returned to work immediately and reimbursed for lost work time during the period of suspension.

3. Non-Suspicion-Based Post Accident Testing. All employees shall be subject to post accident testing in accordance with this section. Any employee who is involved in a work-related accident resulting in: (1) death, (2) physical injury to any person resulting in an emergency room visit or treatment at any off

site medical or related facility and/or loss time, or (3) damage to property in excess of \$500 in value, will be required to undergo immediate alcohol and controlled substance testing. If as a result of injury, the employee is unable to provide a specimen or sample for testing, the employee must consent to disclosure of any results of alcohol and/or controlled substance testing performed by the hospital or any other third party.

4. Return to Duty Testing. An individual who is returned to work following a satisfactory completion of all of the conditions of the Company's rehabilitation program (see Section VII), must sign the Company's conditions for return to work agreement and shall be subject to return to duty testing for a eighteen (18) month period that commences upon the employee's return to active employment status. The number and frequency of such return to duty testing shall be determined by the Company and in accordance with any applicable legal requirements.

5. Random Testing. Random testing is periodic unannounced testing of 10% of the bargaining unit employees on each occasion (if 10% results in a fraction over .5, then it shall be rounded upwards and if it is .5 or below, then it shall be rounded downward; e.g. if there are 19 bargaining unit employees, 10% of said employees would be 1.9 and shall be rounded up to two (2) employees to be tested) chosen through a random selection process, i.e., by lottery; which selection process shall be subject to verification by a Guild representative designated in advance, who shall keep the fact of the random test confidential and not disclose to anyone. All employees selected for testing through the random selection process will be required to undergo unannounced controlled substance testing. Random testing shall be limited to no more than five (5) occasions over a rolling five year period, provided that if any positive test result occurs, then for each occasion on which a positive test result occurs, the Employer may conduct random testing on one additional occasion, in addition to the five (5) occasions. OPI is willing to meet with the Guild, upon request, to discuss its reason for such tests.

D. General Procedure

1. All testing under this Policy is subject to consent by the employee. However, failure to consent to testing and to follow all procedures and instructions given is a violation of this Policy and the employee shall be subject to discipline in accordance with Sections II and V of this Policy.

2. When a supervisor informs an applicant or employee that he/she must submit to alcohol and/or controlled substance testing pursuant to law and/or this Policy, the applicant (i.e., new hire) or employee must immediately comply with all instructions given by the supervisor as to when and where to report to provide a sample for testing.

3. Upon receiving these instructions, the employee or applicant (i.e., new hire) must report to the designated collection site to provide the sample requested within the time limit given by the supervisor. The employee must follow all

instructions given by the collection site and must provide a valid sample within the time and in the manner required. The sample will then be forwarded for testing to a laboratory that meets the relevant certification standards, requirements and procedures established by law.

4. If the collection site or the laboratory determines that the sample is invalid for testing purposes, the employee or applicant (i.e., new hire) must repeat the procedures in paragraphs 2 and 3 above until a valid sample can be obtained for testing, except that any such invalid sample which is deemed to be a diluted or substituted sample will be treated as a positive result with no further testing required.

5. The employee must allow the results of the alcohol and/or controlled substance test to be reported to the Company's designated Medical Review Officer for review. The employee must follow all instructions of the Medical Review Officer necessary to properly interpret and evaluate the test results. If the Medical Review Officer concludes that the employee has tested positive for alcohol and/or a controlled substance, the employee must allow the Medical Review Officer to report the results to the Company. The Company will keep these results confidential to the extent required by federal and/or state law.

6. Testing of all applicants (i.e., new hires) or employees shall comply with the chain of custody, confirmation testing and confidentiality requirements imposed by the Department of Health Substance Abuse Testing Rules under H.A.R. Title 11, Chapter 113 and any subsequent amendments thereto and other applicable federal and/or state laws.

IV. USE OF MEDICATION OR PRESCRIPTION DRUGS

An employee should notify his/her manager (i.e., not employee's supervisor), and if the manager is not available, the employee shall notify Human Resources whenever the employee has reason to believe he/she has taken medication that may substantially impair his/her ability to (a) perform the essential functions of the job (e.g., if the employee has reason to believe, by way of a medication label, physician, etc., of side effects regarding the safe operation of machinery, where the employee's job is to operate machinery; drowsiness; blurred vision; nausea; ability to concentrate; or similar effects); or (b) work without risk of substantial injury to himself/herself, or any other individual. The Company will attempt to reasonably accommodate the employee, such as but not limited to reassigning the employee to a different position, granting the employee leave with or without pay, and/or permitting the employee to take time off. What is reasonable under the circumstances shall be within the sole discretion of the Company and is not subject to review.

Failure to notify the Company pursuant to this section in situations where the employee knew and/or has reason to believe that the medication he/she has taken or is taking could impair his/her ability to work without risk of substantial injury to the employee or another individual shall be deemed to be a violation of this Policy and may lead to disciplinary action up to and including termination.

V. DISCIPLINARY ACTION

A. Job Applicants (i.e., new hires)

For job applicants, any positive test result, violation of this Policy, failure to comply with this Policy (including but not limited to failure to cooperate with testing or any instruction or direction given by the Company in the administration of this Policy), or interference with the administration of this Policy (including but not limited to providing false or misleading information) shall result in their not being considered for employment with the Company.

B. Employees

Any employee who engages in any “Prohibited Conduct” defined in Section II of this Policy shall be subject to discipline, up to and including termination.

VI. SEARCH AND CONFISCATION

To effectively administer this Policy, the Company may inspect and search at any time without prior notice any desk, file, office, closet, or other storage container located on Company property, regardless of ownership, whether the item or container may be locked or secured. The Company may inspect and search any package, item, or container brought onto or being removed from Company property to determine the existence of a controlled substance. Refusal to fully cooperate with a search and inspection request shall be deemed as interference or failure to cooperate with the administration of this Policy and shall be subject to disciplinary action up to and including termination, even for a first refusal.

Given the non-private nature of the Company’s premises, employees are hereby notified that the Company cannot reasonably ensure the privacy of any area on its premises to anyone. Accordingly, employees should not bring personal items on to the premises except as required for work (e.g., uniforms, safety gear) or personal needs (e.g., wallets, purses, cosmetics).

VII. SELF-REFERRAL AND REHABILITATION

A. “Self-referral”

An employee who voluntarily requests assistance from the Company for their alcohol and/or controlled substance use problem PRIOR to being selected or required to submit to a Company alcohol or controlled substance test AND prior to testing positive for controlled substances or alcohol will be referred to EAP counseling and formal rehabilitation. A request for assistance is not considered voluntary if the request is made AFTER the employee is selected or required to submit to an alcohol and/or controlled substance test, after the employee has already produced a positive test result for controlled substances or alcohol, or under circumstances where the employee is under the threat of being discovered to be in violation of this Policy. The determination of whether a request for assistance is truly voluntary is within the sole and exclusive discretion of the Company.

1. Cost of Rehabilitation Treatment/Program - Employees who self-refer and enter into a formal rehabilitation program approved by the Company, shall upon request be eligible for the following financial assistance from the Company:

(a) The Company will assist the employee in securing benefits under the employee's medical insurance plan and under the Company's TDI plan, as appropriate.

(b) The Company shall reimburse the employee for direct rehabilitation costs (excluding wage loss) not covered by the employee's medical or other applicable insurance, up to a maximum amount of \$1,000.00. Reimbursement shall be paid subject to and upon successful completion of the rehabilitation program.

(c) The employee while participating in a rehabilitation program may use vacation and/or sick leave benefits.

2. The employee must successfully complete a rehabilitation program for addiction to drug, alcohol and/or controlled substances, and such program must be approved for the employee by the Company and/or by a licensed or certified substance abuse counselor who has evaluated the employee.

3. During the rehabilitation treatment, the employee must follow all instructions by the Company and the rehabilitation program and must authorize the rehabilitation program to release progress reports and other relevant information to the Company.

4. Depending on the nature of the employee's job duties, the employee may be put on leave without pay until the employee successfully completes the rehabilitation treatment. During any Company-approved unpaid leave of absence under this section, employees will not continue to accrue seniority, vacation, or sick leave, nor will he or she be eligible for other benefits except those medical benefits required by law.

5. An employee may, subject to Company's policy and procedure, use accrued sick leave or vacation during the period of rehabilitation in lieu of being on leave without pay. However, employees shall not be permitted to use accrued paid or sick leave benefits during any period of disciplinary suspension issued pursuant to this policy.

6. If the employee does not successfully complete the rehabilitation treatment within four (4) months of the date of his or her initial substance abuse testing, he or she will be terminated.

7. After the employee successfully completes the rehabilitation treatment within the required time period, he or she must sign the Company's conditions for return to work agreement. Failure to sign or agree to the terms of the agreement will result in immediate seven (7) day suspension pending termination from

employment. As part of these conditions, the employee will be subject to return to duty testing, the number and frequency of which shall be determined by the Company and in accordance with legal requirements.

VIII. CONFIDENTIALITY

Any information concerning a controlled substance or alcohol test under this Policy shall be strictly confidential. The Company shall administer this Policy and its testing procedures as privately as possible, and will disclose information only to those with a “need to know” in accordance with applicable law. In addition, the Company will maintain the confidentiality of any employee who voluntarily self-refers for rehabilitation.

OBSERVED BEHAVIOR REASONABLE SUSPICION RECORDING FORM

This form may be used when an employee is requested to submit to reasonable suspicion testing by the Company. Reasonable suspicion testing will be based on specific behavior, appearance, speech or body odors of the employee at the time of the observations. Please attach additional papers as necessary. A witness is preferred but not necessary.

Employee's Name _____ Date _____

Location _____

Time of Observations: From _____ (am/pm) To _____ (am/pm)

Name of Observer _____ Position/Dept _____

Observer's Signature _____

Name of Witness (optional) _____ Position/Dept _____

Signature of Witness _____

PERSONAL BEHAVIOR

(Check all applicable items)

EYES:

- Normal
- Bloodshot/red
- Watery
- Dilated (large) pupils
- Droopy
- Difficulty in focusing
- Closed
- Other

FACE:

- Normal
- Pale
- Flushed
- Sweaty
- Other _____

APPEARANCE/CLOTHING:

- Normal
- Messy
- Weight loss or gain
- Unkempt appearance
- Stains on clothing
- Smell of drugs/alcohol
- Bodily excrement
- Profuse sweating
- Wearing sunglasses indoors
- Unruly/dirty
- Partially dressed
- Other _____

BREATH:

- Normal
- Other
- Difficulty in
- No alcoholic odor
- Marijuana odor

SPEECH:

- Normal
- Angry
- Shouting
- Uncontrolled talkativeness
- Incoherent
- Slurred
- Slow
- Silent/mute
- Whispering
- Shaky voice
- Rambling
- Slobbering
- Other _____

DEMEANOR:

- | | | | |
|--|--|--|-----------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Irritable | <input type="checkbox"/> Uncooperative | <input type="checkbox"/> Crying |
| <input type="checkbox"/> Apathetic | <input type="checkbox"/> Excited | <input type="checkbox"/> Fighting | <input type="checkbox"/> Sleepy |
| <input type="checkbox"/> Talkative | <input type="checkbox"/> Sarcastic | <input type="checkbox"/> Silent | <input type="checkbox"/> Erratic |
| <input type="checkbox"/> Paranoia | <input type="checkbox"/> Extreme mood swings | <input type="checkbox"/> Abnormal gaiety | <input type="checkbox"/> Euphoria |
| <input type="checkbox"/> Withdrawn/lethargic | <input type="checkbox"/> Other_ | | |

ACTIONS:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Withdrawn/lethargic | <input type="checkbox"/> Drowsy | <input type="checkbox"/> Agitated |
| <input type="checkbox"/> Apathetic | <input type="checkbox"/> Fighting | <input type="checkbox"/> Hostile | <input type="checkbox"/> Hyperactive |
| <input type="checkbox"/> Threatening | <input type="checkbox"/> Profanity | <input type="checkbox"/> Fidgeting | <input type="checkbox"/> Slow movements |
| <input type="checkbox"/> Frequent sniffing | <input type="checkbox"/> Depressed | <input type="checkbox"/> Antisocial | <input type="checkbox"/> Muscular tremors |
| <input type="checkbox"/> Lack of coordination | <input type="checkbox"/> Other___ | <input type="checkbox"/> Resisting communication | |

MOVEMENTS:

- | | | | |
|---------------------------------|-----------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Fumbling | <input type="checkbox"/> Hyperactive | <input type="checkbox"/> Jerky |
| <input type="checkbox"/> Slow | <input type="checkbox"/> Nervous | <input type="checkbox"/> Other | |

WALKING & TURNING:

- | | | | |
|----------------------------------|---|---|-------------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Swaying | <input type="checkbox"/> Stumbling | <input type="checkbox"/> Staggering |
| <input type="checkbox"/> Falling | <input type="checkbox"/> Unable to walk | <input type="checkbox"/> Reaching for support | <input type="checkbox"/> Other_____ |

STANDING:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Feet wide apart | <input type="checkbox"/> Rigid | <input type="checkbox"/> Sagging at knees |
| <input type="checkbox"/> Unable to stand | <input type="checkbox"/> Unsteady | <input type="checkbox"/> Lack of balance | <input type="checkbox"/> Swaying |
| <input type="checkbox"/> Other | | | |

AWARENESS:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Confused | <input type="checkbox"/> Abnormal gaiety | <input type="checkbox"/> Lack of coordination |
| <input type="checkbox"/> Sleepy/stupor | <input type="checkbox"/> Slow movements | <input type="checkbox"/> Fatigue | <input type="checkbox"/> Disoriented |
| <input type="checkbox"/> Apathetic | <input type="checkbox"/> Short attention span | <input type="checkbox"/> Other | |

EATING/CHEWING:

- | | | | |
|--------------------------------|------------------------------|--------------------------------|----------------------------------|
| <input type="checkbox"/> Candy | <input type="checkbox"/> Gum | <input type="checkbox"/> Mints | <input type="checkbox"/> Nothing |
| <input type="checkbox"/> Other | | | |

OTHER OBSERVED ACTIONS/BEHAVIOR:

(Odor, breathing pattern, etc.)

JOB PERFORMANCE
(Check all applicable items)

WORK QUALITY

- Clear refusal to do assigned work

- Mistakes due to poor judgment/inattention
- Repeated mistakes in spite of increased guidance and supervision
- More than usual supervision necessary
- Reduced quantity of work/takes longer to complete work
- Inconsistent quantity of work/takes longer to complete work
- Difficulty in handling complex work assignments
- Lack of concentration on the job
- Waste of materials/damage to Company equipment or property
- Near-miss on serious accidents
- Risk taking that can physically harm co-workers or public
- Complaints from customers about work performance
- Accidents on the job
- Accidents off the job that affect job performance
- Difficulty in recalling instructions, details, etc.
- Difficulty in recalling own mistakes
- Alternate periods of high and low productivity
- Missed deadlines
- Quality of work not up to par
- Other (specify): _____

WORK RELATIONS

- | | |
|---|--|
| <input type="checkbox"/> Change in relations with others | <input type="checkbox"/> Frequent or intense arguments |
| <input type="checkbox"/> Verbal abusiveness | <input type="checkbox"/> Physical abusiveness |
| <input type="checkbox"/> Withdrawn, less involved with people | <input type="checkbox"/> Expressions of discontent or frustration |
| <input type="checkbox"/> Complaints by co-workers or guests | <input type="checkbox"/> Unusual sensitivity to advice or critique |
| <input type="checkbox"/> Unpredictable response to supervision | <input type="checkbox"/> Wide mood swings |
| <input type="checkbox"/> Major change in personality | <input type="checkbox"/> Increasingly talkative |
| <input type="checkbox"/> Memory problem/loss | <input type="checkbox"/> Increasingly irritable or tearful |
| <input type="checkbox"/> Changed/Unusual facial expressions | <input type="checkbox"/> Changed/Unusual appearance |
| <input type="checkbox"/> Borrowing money from co-workers | <input type="checkbox"/> Unreasonable resentments |
| <input type="checkbox"/> Avoidance of co-workers | <input type="checkbox"/> Increase in personal phone calls |
| <input type="checkbox"/> Increased visits on the job from "friends" | <input type="checkbox"/> Stealing from co-workers |
| <input type="checkbox"/> Other (specify): _____ | |

ABSENTEEISM

- Instances of unauthorized leave
- Excessive sick leave
- Frequent absences after payday, Mondays and/or Fridays
- Excessive tardiness, including returning late from lunch
- Leaving work early
- Higher absenteeism than other employees for colds, flu, etc.
- Frequent short-term absences
- Increasingly peculiar excuses for absences
- Repeated absences from job site, more than required
- Long breaks
- Repeated complaints of physical illnesses on the job, which result in reduced productivity

LETTER AGREEMENT

June 6, 2016

Pacific Media Workers Guild, Local 39521
Chartered by The NewsGuild/Communications
Workers of America, AFL-CIO
INSERT ADDRESS
INSERT ADDRESS

ATTN: Mr. Carl Hall

RE: Collective Bargaining Agreement Between Oahu Publications, Inc. dba Hawaii
Tribune-Herald and Pacific Media Workers Guild, Local 39521 Chartered by The
NewsGuild/Communications Workers of America, AFL-CIO

Dear Gentlemen:

In conjunction with the Collective Bargaining Agreement Between Oahu Publications, Inc. dba Hawaii Tribune-Herald (hereinafter referred to as the "Employer" or "Company" or "OPI") and Pacific Media Workers Guild, Local 39521 Chartered by The NewsGuild/Communications Workers of America, AFL-CIO (hereinafter referred to as the "Guild" or "Union"), being executed simultaneously with this Letter Agreement, it is understood and agreed that for the duration of said Collective Bargaining Agreement, the following provisions shall be incorporated therein and made a part of said Collective Bargaining Agreement:

1. Notwithstanding any provision in said Collective Bargaining Agreement ("CBA") to the contrary, the Employer hereby guarantees that there shall be no involuntary layoff pursuant to Section 4 of the CBA of any bargaining unit member for two (2) years from date of ratification.
2. In connection with Vacation, Section 16.01, and solely for purposes of Section 16.01:

All employees hired by OPI on December 3, 2014 shall be eligible for vacation in accordance with their years of service with Stephens Media and the following schedule:

After 1 year of service and up to 4 years of service	2 weeks
More than 4 years of service	3 weeks

Upon completion of 10 years of service or more with OPI, such employees shall be eligible for 4 weeks of vacation.

Accordingly, vacation eligibility is as follows: (*Adjusted actual prorated benefit of 9.167 days to 10 days on a non-precedential basis as part of contract settlement)

Employee	Part / Full	OPI Hire Date	Prior Years of Service	Vacation Level as of 12/3/2016 (Which entitles employee to take three (3) weeks of vacation between 12/3/2016 - 12/2/2017)	Four (4) Weeks Vacation
Marie Ella Burns	F	12/3/2014	2/25/1991	3	As of 12/3/24 to 12/2/25
Kelly Staszko	F	12/3/2014	6/17/1991	3	As of 12/3/24 to 12/2/25
Kevin Jakahi	F	12/3/2014	8/24/1992	3	As of 12/3/24 to 12/2/25
Vanessa Agliam	F	12/3/2014	5/15/2006	3	As of 12/3/24 to 12/2/25
Beauford Burnett	F	12/3/2014	9/15/2006	3	As of 12/3/24 to 12/2/25
Jon Notley	F	12/3/2014	9/15/2006	3	As of 12/3/24 to 12/2/25
Mary Ann Saindon	F	12/3/2014	12/4/2006	3	As of 12/3/24 to 12/2/25
Hollyn Johnson	F	12/3/2014	10/13/2011	3	As of 12/3/24 to 12/2/25
Tom Callis	F	12/3/2014	3/26/2012	2	As of 12/3/24 to 12/2/25
Anita Cunningham	F	12/3/2014	7/18/2013	2	As of 12/3/24 to 12/2/25
Nathan Christophel	F	12/3/2014	11/13/2013	2	As of 12/3/24 to 12/2/25
Valerie J Ferrari	F	12/3/2014	8/26/2014	2	As of 12/3/24 to 12/2/25
Ivy Ashe	F	4/15/2015	n/a	2	As of 12/3/25 to 12/2/26
Richard Couch	F	3/16/2015	n/a	2	As of 12/3/25 to 12/2/26
Kristen Johnson	F	1/4/2016	n/a	2*	As of 12/3/26 to 12/2/27
Bonnie Rogers	F	1/19/2015	n/a	2	As of 12/3/25 to 12/2/26
Ernesto Inocencio	P	12/3/2014	2/26/1990	3	As of 12/3/24 to 12/2/25
Gerard Chai	P	12/3/2014	5/18/2007	3	As of 12/3/24 to 12/2/25
Zachary Chai	P	12/3/2014	2/1/2014	2	As of 12/3/24 to 12/2/25
*Adjusted actual prorated benefit of 9.167 days on a non-precedential basis as part of contract settlement					

3. In connection with Sick Leave, Section 17.12, and solely for purposes of Section 17.12:

All employees employed by OPI as of date of ratification shall be granted one (1) week of accumulated sick leave for purposes of Section 17.12.

4. The Unfair Labor Practice charge filed by the Union against the Employer on or about May 4, 2016, designated as Case No. 20-CA-175496, shall be withdrawn with prejudice. All employees who were eligible for paid sick leave under the Collective Bargaining Agreement and who used a paid vacation day instead of a paid sick leave day up through June 3, 2016, shall be granted one (1) day of sick leave benefit for each paid vacation day used. Such additional day(s) of sick leave benefit may be used subject to the terms and conditions set forth in the CBA, Section 17, Sick Leave.

Very truly yours,

OAHU PUBLICATIONS, INC. dba
HAWAII TRIBUNE-HERALD

By _____
DENNIS FRANCIS
Its President

UNDERSTOOD AND AGREED
THIS ____ DAY OF JUNE, 2016

Pacific Media Workers Guild, Local 39521
Chartered by The NewsGuild/Communications
Workers of America, AFL-CIO

By _____

Its

By _____

Its

By _____

Its

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Memorandum of Agreement to be executed on the dates below indicated.

PACIFIC MEDIA WORKERS GUILD,
Local 39521, Chartered by The NewsGuild/
Communications Workers of America,
AFL-CIO

By
Its: _____

Date

OAHU PUBLICATIONS, INC. dba
HAWAII TRIBUNE-HERALD

By
Its: _____

Date