

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OAHU PUBLICATIONS, INC., dba HONOLULU STAR-ADVERTISER

AND

PACIFIC MEDIA WORKERS GUILD, LOCAL 39521

Chartered by The Newspaper Guild/Communications Workers of America, AFL-CIO

May 1, 2018 – April 30, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into by and between OAHU PUBLICATIONS, INC. dba HONOLULU STAR-ADVERTISER hereinafter referred to as the "Employer" or "Company" and the PACIFIC MEDIA WORKERS GUILD, Local 39521, Chartered by the Newspaper Guild/Communication Workers of America, AFL-CIO (previously known as The Hawaii Newspaper Guild, a local (No. 39117) chartered by the Newspaper Guild/Communication Workers of America, AFL-CIO), hereinafter referred to as the "Guild", for itself and on behalf of the employees of the Employer described in Section 2.

WITNESSETH:

Section 1. UNION RECOGNITION AND UNION SECURITY

- (a) The Employer recognizes the Guild as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.
- (b) 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.
- (c) All new 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, on or before the thirtieth (30th) day following the commencement of their employment.
- (d) 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.
- (e) 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.

The failure of any employee covered by this Agreement to become and remain a member of the Guild be 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.

Section 2. COVERAGE AND JURISDICTION

- (a) All full-time and part-time employees in the State of Hawaii, as listed in the attached Exhibit "A" with the exception of no more than twenty-four (24) managers designated by the Employer, two (2) confidential administrative assistants, casuals, stringers, interns, space and piece writers, supervisors as defined by the Act, as amended, guards, professional employees, and employees covered by other collective bargaining agreements.
- (b) The jurisdiction of the Guild is:
 - 1. The kind of work either normally or presently performed within the unit covered by this Agreement.
 - 2. 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,
 - 3. Any other kind of work assigned to be performed within said unit.
 - 4. 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.

Section 3. EMPLOYEE DATA

- (a) The Employer shall supply the Guild, quarterly, with an update, if any, of the following information for all employees in the bargaining unit:
 - 1. Name, address, gender, date of birth, date of hire, employee's classification, experience rating, experience anniversary date, and salary.
- (b) The Employer shall notify the Guild within fourteen (14) calendar days of changes in the employee's status, as follows:
 - 1. All increases, or changes in classifications, by name, individual amount, resulting new salary and effective date.
 - 2. All resignations and retirements.
 - 3. Within one week of the hiring of the a new employee, the Employer shall furnish the Guild in writing with the data specified in subsection (a) above and the social security number for such new employee.
- (c) All planning, conduct and management of the business and operations of the Employer and the selection and direction of employees are vested exclusively in the Employer insofar as it does not conflict with this Agreement.

Section 3-A. HO'OKUPONO

- (a) Employees and the Employer mutually agree to work together toward the common goal of establishing a truly independent and successful newspaper. To further that goal, a team effort that emphasizes respect and cooperation between all employees, both supervisors and bargaining unit members, is important and the Employer and Guild mutually agree to support the "HO'OKUPONO" philosophy.

HO'OKUPONO is the common effort and mutual assistance through which groups and teams may accomplish more than individuals can alone. HO'OKUPONO empowers all employees to provide the most complete, accurate and compelling newspaper publication possible. HO'OKUPONO involves all employees working together to maximize the level of efficiency and the quality of our newspaper without regard to whether it is bargaining unit or non-bargaining unit work.

Accordingly, with respect to HO'OKUPONO, the Guild and the Employer agree that the ability of management to assign employees to help each other and pull together toward the common goal of operating a viable newspaper shall fall within management rights, regardless of job description, job title or compensation. HO'OKUPONO might involve a copy editor's writing a news story, a reporter's shooting a picture of the speaker at a meeting or a section editor's writing a headline or an editorial. Its goal is to produce the best and most competitive newspaper possible through combined efforts. This has mutual benefit for all employees – management and non-management, bargaining unit and non-bargaining unit employees alike. Besides improving the product, it provides opportunities for professional growth and advancement.

HO'OKUPONO will not result in disciplinary action or termination where employees do their best in the job they are assigned to or are assisting with, even though they may not be as skilled or proficient as someone who is regularly assigned to such jobs.

HO'OKUPONO is not intended to be a temporary transfer of job classification or modification of job description. Nor is it intended to increase the number of classifications listed in Section 2(a) herein. Rather, it is designed to allow employees to assist one another and to pull together as needed, where needed, until such need has been satisfied and readers get the best newspaper possible. HO'OKUPONO shall not involve an adjustment of pay or benefits. The parties understand and agree that bargaining unit and non-bargaining unit employees engaged in HO'OKUPONO will not be deemed to be in violation of this Agreement.

- (b) To further the goal of HO'OKUPONO, the parties agree to organize a HO'OKUPONO Committee, hereinafter "the Committee" to consider matters of mutual interest which are related to employment, but which are not alleged violations of this Agreement.

1. The Committee will consist of Company employees.

2. Committee meetings will become consultative in nature, and will never constitute bargaining or grievance resolution. The Committee may make recommendations to the Publisher.
3. The Committee may consider product quality topics and teams and team building topics.

Section 4. SENIORITY

- (a) 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 as set forth below for layoff or recall and then layoff or recall will occur in that category. Thereafter, length of continuous service with the Employer shall govern where employees are competent to perform the job. This principle of seniority shall not apply to any employee until completion of one thousand (1000) straight time hours of continuous service with the Employer.

Skill set categories:

- Reporters (including editorial writers)
- Copy editors (including page designers)
- Photographers
- Artist/graphics
- Online production
- Clerks (including sports clerks)

If given notice of a layoff, an employee with prior service in more than one skill set category shall have a one time right per layoff to return to such a prior skill set category if identified for layoff in his/her current position, provided the employee has worked in such skill set category within the last twelve (12) months.

However, each such shift in skill set category may result in a layoff in the gaining skill set category.

For purposes of seniority, all employees from OPI and all employees from THA hired on June 7, 2010 shall be integrated together.

- (b) Seniority shall be considered broken by (1) discharge, (2) resignation, or (3) twelve (12) consecutive months of layoff. Employees who have been laid off in excess of twelve (12) months shall be entitled to be recalled as a new employee if a job opening occurs and the laid-off employee responds to the recall notice.

If a former employee is given notice at his or her last known address of opportunity for reemployment and fails to respond within seventy-two (72) hours, the former employee shall lose all right to consideration for reemployment.

- (c) If reasonably possible and appropriate, the Employer shall notify the Guild three (3) weeks in advance of such layoff and shall specify in writing to the Guild the reason for such layoff, the number of employees to be laid off, their names and job titles and skill set categories. The Employer agrees to consult with the Guild within this time period in a mutual effort to alleviate hardships.

Section 5. DISCHARGE

- (a) Employees shall be subject to discipline or discharge for just and sufficient cause.
- (b) An employee who has not been notified, in writing, of any deficiencies upon completion of the fourth (4th) month of employment may not be summarily discharged. The Company may double the probationary period of new hires by giving them notification by the end of their original probation period and the notice shall include the reasons for the extension. Such notification shall be given to the employee and a copy sent to the Guild. Probation for part-time employees will be based on full-time equivalent hours in each classification up to a maximum of four months.
- (c) The Guild and discharged employee, other than a probationary employee, shall be furnished the reason therefore in writing within four (4) business days. For the purposes of this Section 5, the term "business days" shall mean Monday through Friday, excluding weekends. In any case of discipline or discharge where the arbitrator finds that such discipline or discharge was improper or excessive, such discipline or discharge may be set aside, reduced or otherwise changed by the arbitrator under Section 24 (Grievance Procedure). 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 penalty. If a back pay award is made, wages received from any other employment, or any sums received as unemployment compensation while the penalty was in effect shall be deducted by the arbitrator in determining the amount of the award.

Section 6. DISCRIMINATION

- (a) The Employer shall not discriminate against any employee because of membership in the Guild or for legitimate Guild activity; provided, however, that such activity shall not unduly be conducted during working hours or be allowed to unduly interfere with the conduct of the Employer's operations. Except as modified by Section 1 of this agreement, both parties agree that neither party, nor any of the Guild's officers or members, nor any of the Employer's executives or agents, will attempt to intimidate or coerce employees into joining or not joining the Guild.
- (b) 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.

- (c) A violation of Section 6(b) 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(b) in only one forum which shall be selected by the employee/grievant.

Section 7. NO STRIKES OR LOCKOUTS

- (a) 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 BOARDS

- (a) The Employer agrees to provide bulletin boards suitably placed in departments for use of the Guild.

Section 9. HOLIDAYS

- (a) The following days are considered as paid holidays under this Agreement:

New Year's Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	4 Personal Holidays

Personal holidays shall be taken at a time mutually agreed upon between the employee and the Employer. The first personal holiday is earned after 90 calendar days of continuous service. The second, third and fourth personal holidays are earned after 180 calendar days of continuous service. Personal holidays may 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 personal holiday with the approval of the Employer. Should the Employer not grant the requested personal holiday(s) during the calendar year, employees shall be paid one (1) day pay for each personal holiday not taken. Personal holidays cannot be carried over into the new calendar year. Upon resignation, discharge, retirement, death or other separation from Employer, other than layoff,

unused personal holidays will not be paid off. In the case of a Section 4 layoff, the employer shall pay unused personal holidays upon request.

- (b) Any of the foregoing holidays falling on a Sunday will be observed on the following Monday. Whenever December 25th or January 1st falls on a Sunday and is observed on a Monday, all employees who must work on the 25th or the 1st shall also work the holiday shift and be paid holiday shift wages.
- (c) An employee shall be paid straight-time for any of the above-designated holidays, provided the employee does not work on such holiday and provided the employee has worked a regular shift preceding or following such 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. An employee who is required to work on such holiday shall be paid a single day's pay, in addition to pay as defined in the following paragraph, for time actually worked.
- (d) All hours worked on a holiday shall be paid for at the rate of one and one-half (1-1/2) times the straight time rate of pay.
- (e) 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.
- (f) If a holiday falls on an employee's day off, the employee shall receive holiday pay as defined in paragraph (c) of this section.

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

- (a) Workweek. Forty (40) hours falling within any five (5) days of the Monday thru Sunday workweek shall constitute a week's work.

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

In the event the normal workweek is changed, the Employer shall notify the Union two (2) calendar weeks in advance to provide an opportunity to discuss the impact of such change.

- (b) Hours. The normal working day shall consist of eight (8) hours falling within nine (9) consecutive hours, except for those employees regularly scheduled to work ten (10) hours shifts, four (4) days a week, whose hours shall fall within eleven (11) consecutive 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 employees 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, or emergency leave of absence.

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.

That part of a regularly scheduled shift within any period less than ten (10) hours after the completion of the previously regularly scheduled shift shall be paid for at the overtime rate.

- (c) Overtime. All work performed in excess of ten (10) hours in one day, or forty (40) straight-time hours within one (1) workweek, or on a sixth (6th) and/or seventh (7th) shift (workday) within a 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 (1-1/2) times the basic straight time hourly rate.

The basic straight time hourly rate shall be the employee's regular weekly salary including any premium payment for such week, divided by the workweek as defined in paragraph (a) 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 or when the Employer's agent is not available or cannot be reached.

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

A meal allowance of seven dollars and fifty (\$7.50) shall be paid to any employee working four (4) or more hours of overtime in any one (1) day after a regular shift.

- (d) Call Back. When an employee is called back to work after the regular workday or on a regular day off, the employee shall be paid a minimum of three (3) hours plus travel time from home to the office at the applicable rate.

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.

- (e) Travel Time. Time required to reach or return from an assignment on the Island of Oahu shall be paid for at the prevailing rate for the time the employee is engaged in such travel.

On assignment outside of the Island of Oahu, the employee shall be paid for the actual time required to reach the destination and the actual time required to return; provided, however, that if the travel requires more than the normal workday, as specified in Section 10(b), in any one (1) day, the employee shall receive the normal workday pay at the straight-time rate for each twenty-four (24) hours of travel.

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

10-A. HOMEWORK (TELECOMMUTING)

- (a) The Employer may assign eligible employees to work at home as provided for in this Section 10-A.
- (b) Eligible employees are those employees who have completed their probationary period pursuant to paragraph 5(b)
- (c) Homework employees shall perform their work out of their homes as their primary work location. Such Homework Employees shall, however, be requested by the Employer to report to the Honolulu Star-Advertiser Newsroom from time to time and/or at regular intervals in the Employer's discretion.
- (d) The employee's Homework status shall be subject to the Employer's at-will right to terminate. Upon termination of the employee's Homework status, the employee shall thereafter report to work at the Honolulu Star-Advertiser Newsroom.

- (e) Homework Employees shall be required to maintain communication to a level satisfactory to his/her immediate supervisor who shall be responsible for monitoring the work hours of the Homework Employee. No overtime may be worked without the prior approval from said immediate supervisor or appropriate manager.
- (f) Homework Employees shall be provided with the appropriate office equipment deemed necessary by the Employer, including an additional telephone or cable line if necessary. Where appropriate equipment such as a computer, speed data line, digital camera, etc., shall be provided and installed for use by the Homework Employee. Such equipment shall be used primarily for Company business and for limited personal use as long as not used for any other business purposes.
- (g) The Employer reserves the right to remove and/or replace any equipment provided by the Employer and the Homework Employee shall be required to promptly return any part or all such equipment upon the request of the Employer or automatically upon termination of the employee's Homework status.
- (h) The Employer reserves the right to monitor, review and retrieve any documents or messages generated, sent, received, stored and/or deleted, on Company equipment provided pursuant to this Section 10-A.
- (i) Homework Employees shall be required to comply with all confidentiality rules and policies covering the access, use and/or dissemination of any confidential and/or proprietary information contained in Homework equipment provided by the Employer.
- (j) Homework Employees shall be required to provide their own automobile for covering assignments.
- (k) Homework Employees shall be reimbursed for reasonable expenses incurred in the furtherance of their job. Such expenses shall include an automobile allowance and long distance telephone charges. Such telephone charges shall be incurred in accordance with the Employer's policy and procedures as communicated to the Homework Employee. Reimbursement for any other expenses shall be made for reasonable expenses approved in advance by the Employer.
- (l) Sections 10 (Call Back and Meal Allowance under Section 10(c), herein), shall not apply to Homework Employees.
- (m) An employee assigned to homeworking may request to be relieved from homeworking if he/she feels his/her job can be better performed in the newsroom, or at the discretion of the Employer, another Company location such as a bureau office. Except in cases of emergency, the homeworking employee will be reassigned to the newsroom as space becomes available.

Section 11. CLASSIFICATION AND SALARY SCHEDULES

- (a) The classification of employees and the rates of pay for such classifications are shown in Exhibit "A" attached hereto and made part hereto.
- (b) Should the Employer create a new job, it shall furnish the Guild with the job descriptions, 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.
- (c) Should the Employer re-establish Neighbor Island News Bureaus to include persons covered in Exhibit "A", the Employer agrees that they will come under Guild jurisdiction.
- (d) 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

- (a) Nothing in this Agreement shall prevent employees from bargaining individually for salary increases in excess of the minimum established herein.
- (b) 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 and artists shall include all regular employment on any daily newspaper or recognized news magazine or corresponding experience in comparable business. No employee hired on or before July 15, 2011, shall lose vacation credit as the result of modifications in this section (b).

In case of any employee 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.

- (c) 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.

- (d) Except as modified by the terms of this Agreement, the Employer is the sole judge of the number of employees required. If there are to be any layoffs or reductions of staff, the Guild will be notified and given an opportunity to provide input on the matter.
- (e) The Employer shall pay employees semi-monthly on the 15th and last day of the month.
- (f) 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, Saturdays, Sundays and holidays excepted.

Section 13. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

- (a) 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).
- (b) 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.
- (c) 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 or extended sick leave. Only a temporary employee who is hired or transferred as a substitute for a regular full-time employee shall be included in the terms of this Agreement for the purpose of holiday pay and overtime. An employee who replaces a regular employee will be covered by the entire Agreement if their term of service is over ninety (90) days. The Guild shall be notified of such hirings.
- (d) 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.
- (e) The following agreement with regard to interns will apply:

The parties agree that it is in the best interest of both of them that the Honolulu Star-Advertiser play a role in training and encouraging future generations of journalists by encouraging a newsroom internship program.

Therefore, Employer agrees that, subject to the availability of funds from year to year, it intends to employ newsroom interns with an emphasis on those who are college or graduate school students with an interest in possibly pursuing careers in journalism. Students from Hawaii attending out-of-state colleges or graduate schools may also be

candidates for interns. No more than one intern each year without such local ties may be hired as an intern.

Interns shall be considered casual employees under the collective bargaining agreement. The rate of pay of interns shall be \$8.40 per hour and shall be subject to increase at the sole discretion of the Employer.

The Employer may hire no more than three (3) legislative interns once a year for the period that the legislature is in session. Each year, up to and no more than eight (8) newsroom interns may be hired for a period of up to 120 days.

The number of interns hired may be increased by 20 percent if the number of newsroom employees on the staff in the top pay classification in the current contract increases by 20 percent from 2010 levels.

Each intern will be hired for a period of up to 120 days. Each legislative intern will be hired for no longer than the period the legislature is in session. The interns will perform duties as assigned during their internship. They will not, however, be required to become Guild members during their internship nor pay Guild dues.

Guild newsroom members will be asked to participate with management in an Internship Advisory Committee in order to aid in the recruiting of local interns.

Section 14. AUTOMOBILE ALLOWANCE

- (a) The automobile allowance is designed to compensate employees for use of their personal vehicle for Company business. The purpose, however, is not to transfer to the Employer the cost of travel from home to the Honolulu Star-Advertiser newsroom. (For example, an employee who is homeworking and living on the North Shore who is assigned to work at the State Legislature at the State Capitol, shall be paid an automobile allowance from the Honolulu Star-Advertiser newsroom to the State Capitol and not from his/her North Shore home). On days when a homework employee is requested to report to the Honolulu Star-Advertiser newsroom, travel between home and the newsroom is considered commuting miles not subject to the automobile allowance.
- (b) 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. The amount of such reimbursement shall be determined by taking the rate on January 1st (January 1 thru June 30) and July 1st (July 1 thru December 31) provided by the Internal Revenue Service.
- (c) 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

- (d) An annual maintenance allowance of \$200.00 shall be given for each regular full-time photographer who is required to use his personal automobile in the normal performance of his job duties for the Employer.

Section 14-A. OTHER EXPENSES

- (a) 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 15. VACATIONS

- (a) Vacation with pay is earned on a month to month basis from January 1 to and including December 31 of each year. Vacation entitlement is prorated in the proportion that the number of hours the employee worked bears to 1462.50 hours per year, and is based on the employee's years of service with the Employer as follows:

Employees with less than four (4) years of service	2 weeks per year
Employees with 4 years but less than 10 years	3 weeks per year
Employees with 10 years or more	4 weeks per year

Employees who have qualified to earn five (5) weeks of vacation per year as of July 15, 2011 shall continue to earn five (5) weeks of vacation per year, but all other employees will earn up to a maximum of four (4) weeks per year.

Part-time employees who become regular full-time employees shall be given full credit for all hours worked in calculating years of service as outlined in (a) above.

A part-time employee who has earned a three (3) or four (4) weeks vacation with pay as a part-time employee shall not have vacation reduced in the event the employee is transferred to full-time status.

Vacation pay for each week of vacation shall be based on the number of straight time hours worked by the employee during the calendar year period previous to the year in which the vacation is taken. For regular full-time employees, vacation pay for each week shall be up to a maximum of forty (40) hours per week of vacation. For part time employees, vacation pay for each week of vacation shall be up to a maximum of the employee's weekly scheduled part time hours.

- (b) On January 1st of each year, an employee will be credited with the vacation that they would have earned in that year. This means that an employee will be able to move to the 4th or 3rd week vacation entitlement in January of the year in which they have earned such vacation credits. A new full-time employee can take, during the first calendar year of employment, 0.8333 days for each month of employment.

- (c) When an employee leaves the Company, all credited vacation time not taken will be adjusted so that advance vacation credits will be deducted from that unused total amount. The Company may at its discretion not approve vacation requests in the year that an employee is going to sever his or her employment and every effort must be made by the employee when the employee knows in advance if he or she is going to sever employment. However, if an employee has no advance vacation credits available, there will be no further pay back.
- (d) All vacation credits issued on January 1 of each year must be scheduled and taken during that year unless circumstances arise when this cannot be done and in these circumstances an agreement in writing will be necessary for an employee's vacation to be held over to the next year, however, these circumstances must be avoided by the employee and the employer.
- (e) 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.
- (f) Scheduling of Vacations shall be with the approval of the Employer and shall be arranged according to seniority in each department and by the following procedures:
 - (1) The employer shall post vacation entitlement of each employee and the restrictions as to the number of employees permitted to go on vacation at a time and what times and dates are available for the taking of vacations in each department by January 1 of each year.
 - (2) The vacation scheduling period shall be sixty (60) days from the date of posting to start no earlier than December 1, each year. Vacations shall be scheduled during the vacation scheduling period by seniority in each department. All vacations scheduled during the vacation scheduling period that are not in conflict with the posted restrictions or the seniority provisions as set for herein, shall be approved as scheduled. An employee who schedules his or her vacation during the vacation scheduling period cannot be bumped by an employee with more seniority from his or her vacation that was scheduled during the vacation scheduling period.
 - (3) Employees who schedule their vacation after the vacation scheduling period shall again be subject to scheduling their vacations by seniority in each department as well as the posted restrictions and whatever time and dates are still available.
 - (4) There shall be no switching of scheduled vacations unless it is agreed to by the individuals involved and the Company as well as those individuals in the department with more seniority who have scheduled their vacations during the vacation scheduling period.
 - (5) Once a vacation schedule has been approved, it cannot be changed except in case of an emergency and every attempt will be made to reschedule the employee's

vacation at a mutually acceptable time. If the employee's scheduled vacation is changed by the Employer to satisfy a request of another employee due to an emergency, such change shall only be made with mutual consent and the employee agreeing to the vacation change shall reschedule his or her vacation during the remainder of the year within the date and times that are available.

- (6) If an employee's scheduled vacation is changed due to an emergency which is not a request from another employee and there is no mutually agreeable time for the employee to reschedule his or her vacation, the employee shall be considered not to have been given an opportunity to take his or her vacation and shall be entitled to the options set forth in the following paragraphs.
- (g) If an employee has not been given an opportunity to take vacation in any year by December 31, the employee shall be paid in cash for any unused vacation remaining in that year or may, at the employee's option, carry-over such unused vacation time to a subsequent year. Vacation time may not otherwise be cashed out or carried over, except as provided herein.
- (h) If an employee's vacation time is changed by the Employer to satisfy a request of another employee due to an emergency, such change shall only be made with mutual consent and the employee agreeing to such a vacation change shall reschedule his or her vacation during that year and will not be subject to the benefits of paragraph (g) of this section.
- (i) If an employee's vacation time is changed by the Employer due to an emergency which is not a request from another employee and there is no mutually agreeable time for the employee to reschedule his vacation, the employee shall be considered not to have been given an opportunity to take a vacation as specified in paragraph (g) of this section, and shall be entitled to the benefits of such paragraph.
- (j) 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.
- (k) Upon two weeks notice, employees shall be given their vacation checks at the commencement of their vacation.
- (l) The employer may deduct from an employee's final paycheck any used but unearned vacation as of the date of separation.

Section 16. SICK LEAVE

- (a) Eligibility. Any regular full-time employee covered by this Agreement who has completed twelve (12) months of continuous service as a regular full-time employee

with the Employer since the employee's last anniversary date of employment shall be eligible for benefits under this plan. Any part-time employee who averages at least 30 hours per week and who has completed twelve (12) months of continuous service as a regular part-time employee with the Employer since the employee's last anniversary date of employment shall be eligible for five (5) days of sick leave per year, with no carry-over of unused sick leave. Payment for such sick leave shall be based on scheduled hours for the day of absence.

- (b) Benefits. Effective January 1, 2012, for any disability resulting from sickness or accident where such disability is not compensable as defined later, all eligible employees shall be granted benefits as follows:

<u>Years of Continuous Service</u>	<u>Maximum Weeks of Benefits at Full Pay Per Benefit Year</u>
1 year but less than 2 years	1
2 years and over	2

The Employer shall provide Temporary Disability Insurance benefits for all employees covered by this Agreement as provided by Chapter 392, Hawaii Revised Statutes, and regulations relating thereto. Except where the Family and Medical Leave Act applies, such TDI benefits shall be supplemented by using the number of unused sick leave hours necessary to provide for one hundred percent (100%) of an employee's regular straight-time weekly earnings until the number of unused sick leave hours as provided in the schedule above has been exhausted. The combined TDI and Sick Leave Benefits shall not exceed twenty-six (26) weeks.

- (c) Payment of Benefits shall be in accordance with the following:
- (1) Sick Leave shall be calculated on an anniversary year basis.
 - (2) There shall be no waiting period on an employee's first four (4) illnesses in an anniversary year. There will be a one-day waiting period for subsequent illnesses in an anniversary year.
 - (3) Hospitalization and incapacitating injury shall not be counted as illnesses for which a waiting period is required.
 - (4) Effective January 1, 2012, any carry-over of unused sick leave shall be in one (1) full week increments only. Any employee with greater than seven (7) weeks of sick leave effective upon execution of this Agreement shall maintain that amount until and unless the amount of carry-over falls below seven (7) weeks because of utilization; in that event, the cap thereafter shall be seven (7) weeks. 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.

- (5) There will be no waiting period imposed in the case of hospitalization or incapacitating injury. The Employer shall be the judge as to whether the injury is incapacitating or not; however, if the employee or his representative contests the Employer decision, a standing committee of four (2 from the Employer and 2 from the Guild) shall review the case and a majority vote shall determine the issue. In the event of no majority vote, a fifth member decision shall break the tie. Such fifth member shall be the resident Federal Mediator or his appointee.
- (6) Employer will pay sick leave benefit in place of vacation pay for illnesses or incapacitating injuries which occur while an employee is on vacation, providing the employee is incapacitated for a minimum of three (3) working days and presents a doctor's slip as evidence.
- (d) Disabilities for which no benefits will be paid. The benefits under this plan shall not be provided for:
 - (1) Any illness or injury compensable under any State Workers' Compensation Law except as provided in paragraph (i) below.
 - (2) Any disability directly due to use of intoxicants, drugs or narcotics, unless such use is under the direction of a physician; deliberately self inflicted injuries; illness or injury caused by the employee's own misconduct; acts of God, riot or war, whether declared or not; military leaves of absence.
- (e) Leaves of Absence. Sick Leave benefits shall be prorated for the subsequent anniversary year where an employee has been granted leaves of absence without pay, other than sick leave, totaling in excess of sixty (60) calendar days in an anniversary year. Leaves of absence without pay, totaling less than sixty (60) days, shall not diminish the employee's sick leave benefits in the subsequent anniversary year.
- (f) Evidence of Illness or Injury. Satisfactory evidence concerning the inability to work resulting from accident or sickness must be furnished to the Employer by an employee in order to receive benefits under this plan. A doctor's certificate, which may be required by the Employer in its discretion, shall be prima facie evidence of inability to work.
 - (1) In order to ascertain the condition of an employee who is on sick leave, the Employer's physician may consult with the employee's treating physician to determine the employee's condition.

During an employee's 5th or subsequent illness in any anniversary year, the Employer may require that such employee be examined by a physician designated by the Employer to ascertain the condition of the employee. All medical costs shall be borne by the Employer.

- (2) In cases of serious injury or illness, where a question arises about an employee's ability to return to normal work after such serious injury or illness, the Employer may require five (5) days notice of return to work. After such notice, the Employer's physician shall consult with the employee's physician to ascertain if such employee is able to return to normal work. If disagreement results due to the consultation, a third physician shall be selected by the employee's physician to make the decision. Such decision shall be made within the five (5) day period referred to above. If the decision is rendered later than the five (5) days, and it is ruled that the employee is able to return to work, all time or benefits lost after such five (5) days shall be paid to the employee and such lost time shall not be charged against the employee's earned benefits. If it is determined that such employee is unable to return to work, such employee shall be entitled to earned sick leave or TDI and LTDI benefits.
- (3) All medical costs of making such decision by the physician selected by the employee's physician shall be paid by the Employer.
- (4) Physician shall mean any medical doctor, dental surgeon, dentist and osteopath licensed to practice in the State. It shall also include any of the above serving in the United States Armed Services.
- (g) General Rules. If an employee becomes disabled while on vacation or authorized leave of absence, benefits under this plan shall commence after such vacation or leave expires, except as provided in (c) (8) above.
- (h) In those cases where the employee's illness or injury continues past the employee's anniversary date of employment, the additional week or weeks as the case may be shall be added to the employee's benefits for that illness.
- (i) Whenever injury or illness, which is covered by the State Workers' Compensation Act, causes absence from work, the employee shall be entitled to all compensation due under the Act. In addition thereto, if the employee is eligible for sick leave, as specified in paragraphs (a) and (b) above, except when the Family and Medical Leave Act applies, the Employer will supplement the compensation paid under the Workers' Compensation Act so that the employee shall receive not more than 75% of the employee's regularly scheduled straight time shift for each regularly scheduled working day of each disability until the employee has used up the employee's sick leave allowance in the benefit year. The 75% cap on Comp/Sick Leave will not be less than the normal straight time take home pay (gross pay less taxes withheld). When supplemental compensation has been exhausted as specified herein, the employee will

receive compensation in accordance with provisions of the Act. No supplemental compensation shall be paid under this paragraph where the injury or illness was caused by the employee's carelessness, negligence, or violation of the working rules. (Time out on Workers' Compensation counts as time worked for the purposes of computing all benefits.)

- (j) If Federal or Hawaii legislation shall provide for benefits, under whatever name to employees who are disabled by non-occupational sickness and accident or similar disability, then the foregoing accident and sickness disability plan shall be deemed amended so as to eliminate duplication of benefits.
- (k) Any employee found guilty of abusing the sick leave provisions of this Agreement shall be subject to discipline or discharge.
- (l) It is agreed that the parties hereto will administer this section in good faith and will make every effort to prevent abuses.
- (m) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated the same as other temporary disabilities under the provisions of this section.

Section 17. SEVERANCE PAY

- (a) A regular full-time employee who has completed one (1) or more years of continuous service and who is permanently laid off, shall receive severance pay of one (1) week's pay for each completed year of service or major fraction thereof up to a maximum of forty (40) weeks' pay; provided, however that no severed employee shall receive less than five (5) weeks of severance pay at the employee's then straight time hourly rate. Such severance pay will not be paid in the event of resignation, discharge, retirement or death.
- (b) Severance will be paid if an employee is not able to return to work after exhausting sick leave, TDI, LTDI and Workers' Compensation provided he or she is not eligible for retirement benefits under the negotiated pension plan.
- (c) An employee severed and thereafter recalled within a period less than the period of weeks for which severance allowance was computed shall reimburse the Employer for that amount of severance pay in excess of any amount the employee would have earned computed on a weekly straight time salary basis had the employee not lost his or her situation. Reimbursement shall be made on the basis of at least one (1) week of severance pay during each month of employment after recall.
- (d) An employee may, by mutual agreement of the Employer and affected employees, be allowed to substitute for another employee otherwise scheduled for severance, and in such case the volunteering substitute shall receive severance pay as provided. Such

voluntary substitute if subsequently recalled shall be considered a new employee for all purposes.

- (e) Any employee severed under this section shall have the right of recall for a period of eighteen (18) months from the date of severance. Any employee recalled within twelve (12) months from the date of severance shall be deemed to have unbroken seniority.
- (f) An employee who is transferred to a purchaser, successor or subsidiary and is retained as a regular full-time employee, shall not be paid severance pay solely because of such transfer. It is agreed that this severance pay rights as stated under this contract shall not be diminished by such transfer during the term of this Agreement.
- (g) Any dispute relating to length of service and rates of pay shall be subject to the grievance machinery.

Section 18. LEAVES OF ABSENCE

- (a) The Employer may grant regular full-time employees who have completed one (1) or more years of accumulated service, leaves of absence with or without pay for such period as may be agreed upon by the management and the individual.
- (b) Authorized unpaid leaves of absences for a period up to five (5) weeks within a twelve (12) month period will not be used to extend the vacation eligibility date.
- (c) Employees taking a leave of absence of more than one (1) month, except in cases of emergency, must complete one (1) year of service from the date of return to work to be eligible for another leave of absence.
- (d) Unpaid leaves of absence, granted in writing, shall not count as breaks in continuous service, but the time spent on such leaves of absence shall not be considered service time in computing sick, dismissal payments, or vacations.
- (e) If an employee is elected or appointed to any of the The Newspaper Guild or AFL-CIO offices, or office of a local of The Newspaper Guild, or office of any organization with which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence and shall be reinstated in the same or a comparable position upon the expiration of such leave. Union leaves of absence shall not count as breaks in continuous service. Such leave shall be considered service time in computing all benefits.

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.

- (f) Military Leave of Absence. Military leave of absence without pay shall be granted to all regular employees who are inducted or called into any branch of military service of the United States of America under the terms of any military service act.

Group Life Insurance shall be continued for ninety (90) days, provided the employee's share of premiums are paid in advance. Service during the period of military leave shall be considered as continuous service with the Employer in computing service for various Employer plans, with the exception of accrued annual vacation, holidays and sick leave allowance, which will be suspended.

All employees who are granted military leave of absence will be reemployed in a comparable position upon the expiration of the leave under the conditions and with the time limits as specified in the Reemployment Rights Provisions of the Universal Military Training and Service Act, as amended.

A leave of absence without pay will be granted for those employees who are members of the National Guard of reserve components of the Army, Air Force, Coast Guard or Navy who elect or are required to participate in periods of duty in connection with training. Vacation credit will be allowed for the number of straight time hours that would normally have been worked during the regular encampment.

Regular full time hourly paid employees, upon entering military service, will have their vacation prorated and will be entitled to vacation pay for such prorated time. The above also will apply when an employee returns from such military service and such employee will retain his or her regular anniversary date for vacation purposes.

Under special circumstances and at times of the year agreeable to the Employer, an additional leave of absence without pay, but with credit toward vacation, may be granted Guard members or reserve components of the Armed Forces for such activities as schools. Each case will be settled on its merit at the time.

- (g) Sabbatical leave of Absence. The Employer will grant regular full-time employees in good standing who have completed three (3) or more years of accumulated service, a "sabbatical" leave of absence without pay of one (1) year upon the employee's written application, which shall include a general description of such planned activity and/or itinerary during the leave of absence, as nearly as is possible. (Typical examples might be (1) to travel abroad, (2) to enter into a course of study at an accredited school, college or university, (3) to write or research a book.)

Employee shall not request and Employer shall not grant such leave for the purpose of seeking or securing other employment.

Extension of such "sabbatical" leave or subsequent "sabbatical" leave shall be a matter of agreement between employee and Employer.

Employee on sabbatical leave may not secure employment except for such casual or temporary employment as may be required for self support during the leave of absence.

More than one (1) employee may be allowed on sabbatical leave of absence at any one (1) time.

Sabbatical leaves will be granted on a first come-first served basis, unless such absence would interfere with the operational needs of the Employer. (Example, a political writer might not be granted such leave during election year.)

Employees returning from a sabbatical leave of absence shall be reinstated in the same or a comparable position upon the expiration of such leave.

Sabbatical leaves of absence shall not count as breaks in continuous service for purposes of layoff and recall after layoff but the time spent on such leaves of absence shall not be considered service time in computing sick leave, severance pay, vacations or pension credits.

An employee on a sabbatical leave may elect to continue participation in the group medical, dental and life insurance programs by making arrangements to pay the entire monthly premiums during such leave.

Employee on sabbatical leave shall notify the Employer in writing three (3) months before the expiration of such leave whether or not he or she is returning.

A person hired to replace the employee on sabbatical leave shall not acquire seniority status for the purpose of layoff, even though he or she may be employed beyond the probationary period. However, should he or she be offered a permanent job after the employee on sabbatical leave returns, the date of seniority will be his or her last date of hire as a replacement.

- (h) Family Leave: Paid time on Family Leave is counted as time worked. Paid time is to be taken in advance of unpaid leave consistent with applicable federal Family and Medical Leave Act and the State's Family Leave Act. However, employees who have scheduled a vacation shall have the option of taking the vacation as scheduled or unpaid leave.

Leaves of Absence: Employees who are eligible for leaves of absence under the provisions of the Family Medical Leave Act (FMLA) or the State's Family Leave Act (FLA) will be entitled to apply for such leave in accordance to the terms of the Law and this Agreement. It is understood that should there be a conflict between the terms of this Agreement and the FMLA or the provisions of the State's FLA, the provisions of the Act or the Law will prevail.

Section 19. OUTSIDE ACTIVITY

- (a) Employees shall be free on their own time to engage in activities not performed by enterprises in competition with the Employer.
- (b) 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.
- (c) The Employer shall be notified in advance of such activities and may, if deemed necessary, require details in writing.
- (d) 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

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

Section 20. RULES

- (a) The Employer may provide an employee handbook to include rules, not in conflict with the provisions of this Agreement, affecting the conduct and work of its employees as the Employer may deem necessary or desirable in the regulation of the various departments. Such rules shall be conspicuously posted.

Section 21. TRANSFERS AND PROMOTIONS

- (a) 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 so transferred to a lower-paid classification, such employee shall receive the higher rate.
- (b) No employee shall be penalized in any way for refusing to accept a promotion.
- (c) 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.
- (d) 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), length of continuous service with the Employer will govern. This subsection shall not be construed to preclude temporary transfers and/or hires to fill such job vacancies when necessary. The Employer will post for temporary transfers when it is aware that the position being replaced would be vacant for more than 60 days. The present practice of employees acquiring experience for wage increases and qualifying for promotions during such transfers shall continue.

Section 22. MATERNITY LEAVE

- (a) Regular full-time employees shall be eligible for maternity leave, for a period not to exceed six (6) months, ending no later than three (3) months after delivery. The Employer may make exceptions to the above in cases of complication certified in writing by a physician. Maternity leave shall be without pay unless the employee has earned paid leave under the sick or vacation leave sections of this Agreement, or qualifies for TDI benefits under this Agreement.
- (b) An employee on maternity leave who wishes to return to work with the Employer shall give two (2) weeks' prior written notification, in which event the employee shall be eligible for reinstatement to the employee's former job or to a position commensurate with the position vacated at the time the maternity leave started, physical condition, efficiency and competency permitting.
- (c) 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

- (a) 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 semi-monthly.
- (b) 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 (a) 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.

- (c) 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.
- (d) 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

- (a) When any employee covered by the terms of this Agreement or when the Guild believes that the Employer has violated the express terms and conditions thereof, and that by reason of such violation the employee's or the Guild's 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 the merits thereof determined.

First. The grievance in the first instance shall be presented to the employee's immediate supervisor within thirty (30) days of the alleged breach of the express terms and conditions of this Agreement. If the immediate supervisor does not adjust the grievance to the complainant's satisfaction within three (3) days, such grievance shall be presented to the applicable department manager within the next two (2) weeks.

Second. If the grievance is not resolved to the satisfaction of the complainant by the applicable department manager within three (3) days, such grievance shall then be presented in writing to the Director of Human Resources within the next two (2) weeks. If the Director of Human Resources does not resolve the grievance to the satisfaction of the complainant within three (3) days, a demand for the grievance to be submitted to final and binding arbitration shall be made within the next two (2) weeks.

Arbitration Procedure – Within forty-eight (48) hours after the demand that the grievance be submitted to arbitration, duly appointed representatives of management and the Guild shall meet to determine the selection of an arbitrator, as follows: Stuart Cowan, Joyce Najita, John McConnell, James Ventura and Patrick Yim are hereby appointed as a panel of arbitrators.

One arbitrator shall be chosen as follows: Each party may strike one (1) name from the panel and the remaining arbitrator shall serve in the case. All decisions of the arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. 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 decisions of the arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto. All fees and expenses of the arbitrator shall be borne equally by the Guild and the Employer. Each party shall bear the expenses of the presentation of its own case.

The complainant in every hearing before the arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the arbitrator need not follow 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.

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.

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

All decisions of the arbitrator under this subsection, including decisions following informal hearings, shall be final and binding upon the parties.

- (b) The Guild may designate a committee of its own choosing to take up with the Employer or its authorized agents, matters not covered specifically under this Agreement affecting the relations of employee and Employer; however, such grievance shall not be subject to arbitration, but the Employer will give the committee an answer in writing within five (5) days after presentation of such matters.

Section 25. JURY DUTY

- (a) An employee required to serve on jury duty or as a witness before any court or government body having power to summons shall receive a day's pay at the employee's

straight-time hourly rate for each day of absence, up to a maximum of sixteen (16) working days in any calendar year, less any remuneration received for such jury service as certified in writing by the clerk of the court. If remuneration received for jury service for each day exceeds the amount paid to the employee in straight-time hourly wages, the employee shall be entitled to the difference.

- (b) An employee required to serve four (4) or more hours on jury duty on any given day shall not be required to return to his/her job on that day. An employee serving less than four (4) hours shall be required to report to work.
- (c) An employee on a late shift shall be excused from his/her shift in sufficient time to allow him/her nine (9) hours' rest before reporting for jury duty, said time off to be compensated for at the employee's individual straight-time hourly rate.
- (d) Such absence on jury duty shall not be counted against an employee's credit for vacation or sick leave.
- (e) This section shall not apply when an employee is required to be present as a party to a civil or criminal proceeding.
- (f) 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

- (a) Medical Plan: The Employer will continue to provide for employees and their eligible dependents access to the current HMSA preferred provider plan and Kaiser HMO Plan "C", including vision and prescription drug coverage, except to the extent of any plan amendments and/or deletions by the plan providers. In the event that the plan provider makes a change or changes to either plan, the Union shall be given notice within fourteen (14) days of receipt of such notice from the provider. If either provider makes such a change or changes to the plan, the Employer agrees to make reasonable attempts to provide substantially similar plans, subject to available plan offerings by providers.
 - 1. The Employer shall continue to pay ninety percent (90%) of the applicable premium for employees and their eligible dependents for the plan selected by each eligible employee. Effective January 1, 2012, the Employer shall pay eighty-five percent (85%) of the applicable premium for employees and their eligible dependents for the plan selected by each eligible employee. Effective January 1, 2013, the Employer shall pay eighty percent (80%) of the applicable premium for employees and their eligible dependents for the plan selected by each eligible employee. Effective April 30, 2023, the Employer shall pay seventy-five percent (75%) of the applicable premium for employees and their eligible dependents for the plan selected by each eligible employee.

2. Dual and Duplicate Coverage. Effective with the open enrollment period in 2012, spouses, reciprocal beneficiaries and civil union partners of employees who are eligible for medical insurance coverage from another employer or as a dependent under another plan shall not be eligible for medical insurance coverage under the Employer's medical plans unless adding the spouse, reciprocal beneficiary or civil union partner to the employee's medical insurance coverage results in no increase in the employee's share or the Employer's share of the premium.

Effective with the open enrollment period in 2012, children of employees who are covered by any other medical plan shall not be eligible for coverage under the Employer's medical plans.

Effective with the open enrollment period in 2012, employees who are eligible for medical insurance coverage either as an employee of another employer or as a dependent under the plan of a parent, spouse, reciprocal beneficiary or civil union partner shall not be eligible for medical insurance coverage with the Employer's medical plan unless the employee is regularly scheduled at least 30 hours per week.

- (b) The Employer will continue to provide the same Hawaii Dental Service (HDS) plan. The Employer will continue to pay one hundred percent (100%) of the premium for eligible employees and their dependents. An employee becomes eligible to participate in the plan on the first day of the month following thirty (30) days of employment averaging at least twenty (20) hours per week. It is agreed that other part-time employees may elect to participate in the plan, however such part-time employees must pay the full premium.

1. Dual and Duplicate Coverage. Effective with the open enrollment period in 2012, spouses, reciprocal beneficiaries and civil union partners of employees who are eligible for dental insurance coverage from another employer or as a dependent under another plan shall not be eligible for dental insurance coverage under the Employer's dental plans unless adding the spouse, reciprocal beneficiary or civil union partner to the employee's dental insurance coverage results in no increase in the employee's share or the Employer's share of the premium.

Effective with the open enrollment period in 2012, children of employees who are covered by any other dental plan shall not be eligible for coverage under the Employer's dental plans.

Effective with the open enrollment period in 2012, employees who are eligible for dental insurance coverage either as an employee of another employer or as a dependent under the plan of a parent, spouse, reciprocal beneficiary or civil union partner shall not be eligible for dental insurance coverage with the Employer's dental plan unless the employee is regularly scheduled at least 30 hours per week.

- (c) The Employer will continue to provide Long-Term Disability Insurance (LTDI) coverage amounts now in effect for all regular 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.
- (d) The Employer will continue to provide Life and Accidental Death and Dismemberment insurance coverage for all regular full-time employees, effective on the first of the month following thirty (30) calendar days of employment. The death benefit offered shall be 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 shall continue to pay one hundred percent (100%) of the premium for eligible employees.
- (e) All employees who qualify under the plan's guidelines shall continue to become eligible to enroll in the Employer's 401(k) plan. Employees desiring to 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.
- (f) In the event of changes to any of the above-listed plans, the Employer will notify the Union in advance of any such changes.

Section 27. DEATH IN THE FAMILY

- (a) An employee of at least one (1) year's seniority who is absent from work due to the death of a brother or sister, hanai (including non adopted stepchildren), grandparents, grandchildren, mother-in-law or father-in-law, shall be compensated at straight-time rates for the time lost from his or her regularly scheduled work up to a maximum of three (3) days for each instance and such days need not be consecutive. The death of a spouse, natural or legally adopted children, or parents will be compensated at the straight time rate for the time lost from regularly scheduled work up to a maximum of four (4) days for each instance and such days need not be consecutive.

Section 28. HEALTH AND SAFETY

- (a) Any complaint arising due to unsanitary conditions and/or unsafe conditions shall be investigated and if valid, correction made within a reasonable time period.
- (b) The Company and the Union agree to the Substance Abuse Policy in Exhibit "C" attached hereto and made part hereto.

Section 29. MODIFICATION OF AGREEMENT

- (a) No provision 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

- (a) This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

Section 31. DURATION OF AGREEMENT

- (a) This Agreement shall commence on the 1st day of May, 2018 and expire on the 30th day of April, 2023. Within ninety (90) days prior to the termination 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

- (a) 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 or portion of this Agreement shall not invalidate the remaining portions thereof, and they remain in full force and effect.

Section 33. MANAGEMENT RIGHTS

- (a) Except as limited by other provisions of this Agreement, the Company shall retain and have the traditional rights to decide and act with respect to the managing of the business and the direction of the working force, including but not limited to the rights to determine the methods of operation, to hire, assign and supervise employees, to schedule work, to determine and change duties and the nature of services to be provided, to determine the number of persons to be employed, to discipline or discharge for just cause, and to carry out the ordinary functions of management. The exercise of such management rights shall be subject to the grievance procedure.

Section 34. SCOPE OF AGREEMENT


- (a) This Agreement, together with its attachments, constitutes the sole and entire agreement between the parties hereto.

Section 35. UNION ACCESS TO PREMISES

- (a) A duly authorized officer or representative of the Guild may be permitted on the Employer's premises for the purpose of investigating Union grievances that have arisen and ascertaining whether or not this Agreement is being observed. Before doing so, however, such officer or representative shall provide reasonable advance written notification of his request for access to, and receive at least verbal approval from, the Vice President Human Resources or her designee. Upon approval, arrangements for such officer or representative to enter the Employer's premises shall be made by the Vice President Human Resources or her designee. Such requests shall not be unreasonably denied.
- (b) Requests for access to the Employer's premises shall be exercised reasonably and shall not interfere with the normal conduct of the Employer's operation. Accordingly, while on the Employer's premises, the Guild officer or representative shall not enter any work area and shall not contact any employees who are on the clock unless specifically authorized in advance by the Vice President Human Resources and confirmed in writing.
- (c) Prior to exercising such request for access, the Guild shall notify the Vice President Human Resources in writing of such duly authorized officer or representative.
- (d) Nothing in this Agreement shall constitute a waiver or restriction of the union's statutory right to obtain access to the premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 15th day of June 2018.

OAHU PUBLICATIONS, INC.
dba HONOLULU STAR-ADVERTISER

By 
DENNIS FRANCIS
Its President

PACIFIC MEDIA WORKERS
GUILD, LOCAL 39521,
Chartered by The Newspaper Guild/
Communications Workers of
America, AFL-CIO

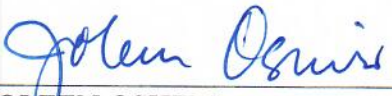
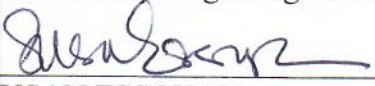
By 
JOLEEN OSHIRO
Its Co-Chair, Bargaining Committee
By 
SUSAN ESSOYAN
Its Co-Chair, Bargaining Committee

Exhibit "A" - CLASSIFICATION AND SALARY SCHEDULE

Per week effective:
(Payable in first full pay period after effective date)

	May 1, 2018	May 1, 2020	May 1, 2022	April 30, 2023
	0.5%	1.0%	1.0%	0.5%
Journalists:				
During first year experience	618.65	624.83	631.07	634.22
During second year experience	686.12	692.98	699.90	703.39
During third year experience	753.61	761.14	768.75	772.59
During fourth year experience	821.10	829.31	837.60	841.78
During fifth year experience	888.59	897.47	906.44	910.97
During sixth year experience	956.08	965.64	975.29	980.16
During seventh year experience	1,023.56	1,033.79	1,044.12	1,049.34
During eighth year experience	1,091.06	1,101.97	1,112.98	1,118.54
During ninth year experience	1,158.54	1,170.12	1,181.82	1,187.72
After ninth year experience*	1,224.79	1,237.03	1,249.40	1,255.64
Increase Amount for Journalists Paid Over Scale	6.09	12.24	12.37	6.24
Editorial Clerks:				
During first year experience	506.15	511.21	516.32	518.90
During second year experience	562.39	568.01	573.69	576.55
During third year experience	618.61	624.79	631.03	634.18
During fourth year experience	674.88	681.62	688.43	691.87
After fourth year experience*	716.13	723.29	730.52	734.17
Increase Amount for Editorial Clerks Paid Over Scale	3.56	7.16	7.23	3.65

*Employees who are paid above scale shall receive pay increases based upon the top scale rate.

EXHIBIT "B"

AUTHORIZATION 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, and assessments, 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 year period, or
2. 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 be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Guild.

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 foregoing assignment
Acknowledged by:

Employer

By

EXHIBIT "C"
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, mollics, 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 up to 30 percent of the bargaining unit employees on each occasion (If 30 percent results in a fraction greater than 0.5, it shall be rounded upward, and if 30 percent results in a fraction of 0.5 or below, it shall be rounded downward. For example, if there are 59 bargaining unit employees, 30 percent of said employees would be 17.7 and would be rounded up to 18 employees tested. If there are 64 bargaining unit employees, 30 percent of said employees would be 19.2 and would be rounded down to 19 employees 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 eight (8) 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 (1) additional occasion, in addition to the eight (8) 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, other storage container, or vehicle 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, container or vehicle 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 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.