

GUILD CONTRACT - 2016 through 2018

AGREEMENT BETWEEN

THE PRESS DEMOCRAT

AND

PACIFIC MEDIA WORKERS GUILD, LOCAL 39521

This Agreement is made this May 4, 2016, by and between THE PRESS DEMOCRAT, hereinafter referred to as the Employer, and the PACIFIC MEDIA WORKERS GUILD, LOCAL 39521, hereinafter referred to as the Union, for itself on behalf of all the employees of the Employer in the editorial department except those employees in the classifications specifically excluded in this Agreement.

ARTICLE I - UNION SECURITY

(a) The Employer shall require as a condition of employment of any employee coming under the terms of this Contract be and remain a member of the Union in good standing during the life of this Contract. The Employer shall require as a condition of employment of any employee coming under the terms of this Contract and hired on or after the effective date hereof become and remain a member of the Union no later than 30 days after becoming an employee of the Employer. Casual and Temporary employees hired by the Employer under the terms of Article II shall not be obligated to join the Union unless they are employed beyond 90 calendar days.

(b) If any Union member shall lose good standing by falling one (1) month in arrears in Union dues, the Employer shall, upon formal written notice from the Union, suspend said employee without pay.

(c) The Union agrees that it will admit to membership and retain in membership any employee qualified according to the Constitution of The Communications Workers of America and the by-laws of the local Union.

(d) Any employee who is suspended under the provisions of paragraphs (a) and (b) shall receive no severance pay if the employee does not return to employment.

(e) Suspensions under this Article shall not be subject to review, or arbitration.

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ARTICLE II - PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

(a) No unpaid employee shall be allowed. All Part-time, Casual, and Temporary employees are subject to the provisions of this Contract except as provided herein.

(b) A Part-time employee is one hired to work part time and whose hours are part of the weekly department work schedule.

(c) A Casual employee is one who has no regularly scheduled hours or shifts, but works "on-call" as needed or is scheduled in advance to fill unusual workload situations, and or to replace regular employees on vacation or sick leave.

(d) A Temporary employee is one employed for a special project or for a specified time, in either case not to exceed 13 weeks, except for the following:

1. Such time may be extended by mutual written agreement between the Employer and the Union.

2. A Temporary employee may be hired by the Employer to fill the job of a person on an authorized leave of absence for the entire period of such leave.

(e) Part-time, Casual, and Temporary employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for herein.

Part-time employees, Casual and Temporary employees shall be granted benefits as outlined below.

1. Holiday pay as set out in Article IX shall be granted to all Part-time employees regularly scheduled to work the day on which the holiday falls. The holiday pay shall be based on the number of hours the employee was regularly scheduled to work on the day on which the holiday falls. Employees who work the holiday shall receive the holiday pay called for above plus one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked.

2. Vacation pay for employees under this article shall be prorated on the appropriate vacation schedule for each based on the number of hours worked as set out in Article X.

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3. Sick Leave pay as set out in Article XII of this Agreement shall be granted to such employees prorated on the number of hours worked on the same basis as full-time employees.

4. Retirement contributions as set out in Article XX shall be prorated for all Part-time employees based on the number of hours worked.

5. Health and Welfare eligibility. For the purpose of this benefit "straight time hours paid" shall be the baseline from which benefit entitlement shall be determined.

- i) Health and Welfare eligibility for the benefits set out in Article XXI of this Agreement shall apply to Part-time, Casual and Temporary employees in each calendar month provided they have worked an average of at least thirty (30) straight-time hours per week over the preceding six calendar months (December through May, June through November).
- ii) Part-time, Casual and Temporary employees who have worked an average of at least twenty-two and one-half (22.5) hours per week, but less than thirty (30) hours per week, over the preceding six calendar months (December through May, June through November) shall be entitled to medical benefits at the Single level of coverage with normal co-pay rates. Dental and Vision & Hearing benefits are available, as well as upgrade to coverage at the Employee+1 or Family level, but the additional costs of such benefits and or upgrades shall be at the expense of the employee.
- iii) Casual employees and Temporary employees who qualify for benefits under paragraph (i) and (ii) above are not eligible for health care benefits until they have completed a year of employment.
- iv) Upon extension of job offer to a Part-time, Casual, or Temporary employee, the Employer shall inform the employee of eligibility for health and welfare benefits to the extent provided in the agreement.
- v) Regular Part-time, Casual and Temporary employees of record as of October 1, 2006 who currently receive health benefits shall continue to be eligible for full benefits provided under Article XXI for the life of this

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agreement, provided they average a minimum of 18.75 hours worked per week.

- vi) Coverage will begin one month after eligibility has been established, typically each January and July, and continue through the end of the month following termination or lapse in eligibility.

(f) Part-time and Temporary employees shall not be employed where in effect employment of two or more would eliminate or displace a regular full-time employee.

(g) Part-time and On-Call employees shall advance in experience according to actual hours worked.

(h) Part-time, Casual and Temporary employees shall be paid for a minimum of three hours on any workday.

(i) Within Article XIV only (b) and (g) shall apply to Casual and Temporary employees; further in the event a Temporary employee is offered a Full-time or Part-time position under this Agreement s/he shall be subject to a probationary period of six (6) weeks worked, whether full-time or part-time, if s/he has completed at least 375 hours employment and, in such event shall receive counseling concerning job performance at the time of such offer and one month thereafter. During this probation period s/he may be dismissed at the discretion of the Employer without reference to Article XIII - Grievances.

ARTICLE III - COVERAGE AND EXCEPTIONS

(a) The following positions shall be exempt from all terms of this Agreement and the establishment of Article III(b) herein shall not affect the kind of work customarily or presently performed in such positions by said exempt employee(s): Executive Editor, Managing Editor, four Senior Editors, five Reporting Team Leaders, Editorial Director, Assistant Editorial Director, Editorial Page Editor, Copy Desk Chief, Design Desk Chief, Executive Sports Editor, two Assistant Sports Editors, Latino Editor, Photo Director, Graphics Team Leader, Features Editor, Bureau Chiefs with at least two full-time bargaining unit employees, Research Director, Chief Editorial Assistant, Digital Director, Online Creative Manager, Programmer/Developer(s), and Administrative Assistant.

(b) Jurisdiction. Performance of the following, whether by presently or normally used processes or equipment or by new or modified

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processes or equipment, shall be assigned to employees covered by this contract:

- (1) The kind of work either normally or presently performed within the unit covered by this contract,
- (2) Any kind of work of a journalistic nature similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit by Press Democrat employees and,
- (3) Any other kind of work assigned to be performed within said unit.

(c) Notwithstanding any of the provisions of this Agreement to the contrary, the Employer may assign any work presently or normally performed by employees covered by this Agreement to any other non-employees or individuals not covered by this Agreement including but not limited to stringers, freelancers or independent contractors, provided however, that any such individuals regularly assigned shall not contribute to the elimination of bargaining unit positions. There shall be no restriction on the Employer's right to obtain print or electronic content from any source, including but not limited to syndicated material.

(d) There shall be no limit on the number of free-lance columns, articles, photographs, illustrations or cartoons, provided their utilization does not contribute to the elimination of a regular full-time staff position.

(e) Interns. It is agreed the Employer shall be entitled to utilize up to four (4) interns who are receiving school credit for such work, or are active students. No bargaining unit employee shall be discharged because of such program. Interns under this paragraph shall not be employees under this agreement, provided the interns are high school, Junior College, or Sonoma State students.

ARTICLE IV - MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the Employer retains and shall have the right, power, and authority to manage its operations and direct its employees.

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ARTICLE V - INFORMATION

The Employer shall cause to be mailed monthly to the Union on a form supplied by the Union a report including the following information:

(a) In the case of persons hired or transferred into the Union's jurisdiction: Employee name, address, phone number, sex, ethnic designation, birth date; effective date of hiring or transfer; contract classification; experience rating and experience anniversary; part-time; On-Call; Temporary (purpose); salary and, in the case of new Part-time employees, the number of hours per week for which they were hired.

(b) Changes in the above information including merit increases granted, by name of employee, individual amount, resulting new salary, and effective date, and of any leaves of absence and returns from leave.

(c) In the case of terminations by resignation, retirement, death or dismissal, the name of the employee and contract classification of employee and the kind and date of termination.

(d) The Employer shall furnish to the employee a copy of any criticism, commendation, appraisal or rating of such employee's job or any other comment or notation regarding that employee simultaneously with it being placed in the employee's personnel file. In addition, the Employer shall furnish to the Union a copy of any written warning or notice of disciplinary action involving such employee. An employee shall have the right, upon request, to review the employee's personnel file at any time, provided such access shall be provided no later than the end of the following business day.

ARTICLE VI - MINIMUM SALARIES

Both parties agree that as of the date of the signing of the Agreement, for reporters, desk persons, copy editors, photographers, librarians or other Newsroom, Photo Department and Editorial Pages employees not otherwise classified in this Agreement shall receive wage annual wage increases as follows.

Date	1/13/2016	1/29/2017	1/28/2018
Increase	2.5%	2.0%	2.0%

Pursuant to the above wage increase schedule the weekly scale of wages is revised and accurate as indicated below (exclusive of lunch time).

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Years	Scale		
	1/13/2016	1/29/2017	1/28/2018
	2.5%	2.0%	2.0%
-1	717.90	732.26	746.90
1	773.11	788.57	804.34
2	828.36	844.92	861.82
3	883.57	901.24	919.26
4	938.78	957.56	976.71
5	1,029.89	1,050.48	1,071.49
6	1,104.45	1,126.54	1,149.07

At any time that the minimum salary for the above classification is exceeded by the current scale plus merit of an employee in this classification, the minimum salary will be increased to the lowest scale plus merit paid.

Any employee who receives a Job Performance Review or a pay increase (or non-increase) based on such review, may, within one week of the Review or pay increase determination, appeal in writing the Employer's action.

The employee shall first take his/her appeal to his/her supervisor.

Should the supervisor fail to resolve the issue to the satisfaction of the employee, within one week thereafter the employee may appeal the issue to the managing editor. The decision of the managing editor shall be final.

Upon the request of the employee, the Union may participate with the employee in the appeal process.

The wage provisions of this Section shall not be subject to the grievance/arbitration provisions of this Agreement.

Employees who have not completed their probation period prior to the date of a wage increase will not receive a wage increase. Employees who have completed their probation period prior to the date of a wage increase will be given an interim Job Performance Review, rated on the usual five step scale in the month before the next scheduled wage increase and be given a wage increase proportioned in relation to the amount of full months worked since the last wage increase.

Employees who have not worked the entire time since the last wage increase will receive a wage increase proportioned in relation to the amount of full months worked since the last wage increase.

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Within one month of the payment of wage increases the Employer will furnish the Union with the names, classifications, experience ratings, previous salary, actual wage increases, and new salaries of each eligible bargaining unit employee.

ARTICLE VII - GENERAL WAGE PROVISIONS

(a) In the applications of the minimums as set forth in Article VI, experience in editorial classifications shall include all regular employment in an editorial capacity on any English language daily newspaper, news or feature syndicate, press association, or recognized news magazine. In addition to the foregoing, consideration shall also be given to other employment experience providing it is substantially comparable to the work requirements of the job for which the employee is hired.

(b) If any employee, having once been released from duty, is called back for work, s/he shall be paid for the time worked, but not less than two (2) hours, which time shall include travel to and from work, all at the overtime rate.

(c) There shall be no reduction in the salary of any employee covered by this Agreement for the duration of this Contract provided that the weekly hours a Part-time employee works shall not be reduced below the number of hours for which they were hired.

(d) Nothing in this Agreement shall prevent employees from bargaining individually for pay increases in excess of the minimums established herein.

(e) Any dollar differential above the minimums shall be maintained when minimums are increased or when any employee is advanced through operation of the experience progression schedule. Any employee advancing through the schedule of minimums shall receive the increases provided thereby on each anniversary.

(f) Should a new job be created, one not covered by the existing schedule of minimums, the Employer shall establish the new job, designate its classification, and set the salary minimums. If the Union does not agree with the salary minimums set, it shall have the right, upon thirty (30) days advance notice, to enter into negotiations with the Employer relative to said salary minimums. If no agreement is reached within an additional thirty (30) days, the Union shall have the right to move to arbitration.

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(g) Any employee who works in a higher classification shall receive the shift rate called for in that classification next higher than the employee's regular salary.

(h) Swing differential. Employees who are assigned to and perform the duties of wire editor, sports copy desk chief and assistant copy desk chief shall be paid nine dollars (\$9.00) per shift in addition to their regular salary, for each such shift worked. Employees who are assigned to and perform the duties of substitute team leader (prior to the customary start of the 2:00 PM shift), slot person and page one makeup shall be paid five dollars (\$5.00) per shift in addition to their regular salary, for each such shift worked.

(i) Employees who are assigned to and perform the duties of the positions exempted from coverage under this Agreement (as set out in Article III, paragraph (a)), for two consecutive days or less shall receive twelve dollars (\$12.00) in addition to their regular salary, for each such shift worked. Employees performing the duties for those above-mentioned exempt positions for three (3) or more consecutive days shall receive thirteen dollars (\$13.00) in addition to their regular salary, for each such shift worked. In exception to the above, employees who substitute for the Chief Editorial Assistant shall be paid five dollars (5.00) per shift in addition to their regular salary.

ARTICLE VIII - HOURS AND OVERTIME

(a) The 5-day, 37-1/2 hour week shall obtain. By mutual written agreement between the Employer, the employee(s) and the Union, four (4) day workweeks, job sharing and/or flexible hours shall be allowed. Where such agreements are entered into, the Employer, the employee(s) or the Union may cancel those agreements with ninety (90) days written prior notice to the other parties to the agreements. Notwithstanding the foregoing a new employee who enters into an agreement with the circumstances of a four (4) day workweek, job sharing and/or flexible hours will not have the right to cancel the agreement.

(b) Seven and one-half hours within 8-1/2 hours shall constitute a day's work and any hours in excess of 7-1/2 in any working day shall constitute overtime.

(c) Any hours in excess of 37-1/2 worked in any calendar week shall be compensated for at the rate of time and one-half.

(d) The Employer or the Employer's representative shall designate and post the schedule to be worked by each employee. An employee's

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posted schedule of working days and starting time may be changed to adjust to developments beyond the control of the Employer. The Employer shall notify the employee of any such change in his/her posted schedule as soon as practicable.

(e) Insofar as practicable days off shall be consecutive.

(f) An employee's schedule of working days and starting times may be changed at any time an employee is required to cover a regularly scheduled position due to the absence of a regularly scheduled employee because of failure to report, sickness, leave of absence or discharge.

(g) Notice of a permanent change in an employee's schedule shall be given at least 48 hours before the beginning of the payroll week.

(h) That part of a scheduled shift within any period less than nine (9) hours after the completion of the previously scheduled shift shall be paid for at the rate of time and one-half.

(i) Any employee required to work on his/her day off shall be paid a minimum of five (5) hours pay (at the rate of time and one-half).

(j) Work schedules shall be posted each Friday no later than 4:00 PM, and shall include employee schedules for the following two weeks. An employee assigned to work any such shift without being so scheduled shall be paid a premium of two (2) hours' straight-time pay in addition to all other compensation provided by this Agreement. This premium shall not be paid if any employee has been so assigned because of circumstances beyond the control of the Employer such as a major, unscheduled news event or failure of a scheduled employee to report to work.

(k) The present practice of computing and recording overtime shall be continued. Records of overtime shall be made available to the Union upon reasonable request.

ARTICLE IX - HOLIDAYS

(a) The following holidays or days observed as such shall be recognized as legal holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees required to work on any of the aforementioned holidays shall receive compensation of not less than five (5) hours pay at time and one-half in addition to their regular weekly pay

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(b) All time worked on any of the aforementioned holidays shall be paid at the overtime rate.

(c) Employees whose regular day off falls on a holiday shall be compensated by receiving an additional day off at another day, to be arranged by mutual agreement. It is agreed every effort will be made to schedule the holiday day off before December 31.

(d) If an employee is unable to work on the above mentioned days preceding or following the holiday because of a bona fide illness or injury, approved leave of absence, or because of layoff due to lack of work, the employee shall be entitled to receive the holiday provided he or she works the regularly scheduled shift either before or after the holiday within the work week in which the holiday falls.

(e) In addition to the holidays enumerated in (a) above, each employee's birthday and each employee's anniversary of their hiring date shall be considered as a holiday for such employee and shall be governed by the applicable terms and conditions of this Article, provided that each shall be effective one year after employment begins and each year thereafter.

1. Unless the employee desires to take the birthday holiday on that day, it need not be taken on that day and shall be taken on a date selected by mutual agreement.

2. If, in the judgment of the Employer, production requirements dictate that the employee not take the employment anniversary holiday on the anniversary date of hire, then a different date will be arranged by mutual agreement as near to the anniversary date as possible.

3. In both cases of the birthday and anniversary date of employment holiday, if such holiday falls on one of the holidays enumerated elsewhere in this Article, said employee shall receive an additional day off with pay, to be selected by mutual agreement. If no agreement can be reached as to the day selected, the employee may add such day to the employee's next vacation.

ARTICLE X - VACATIONS

(a) Employees shall receive vacation benefits as follows:

1. From the date of hire each employee will be entitled to up to two weeks of vacation with up to seventy-five (75) hours pay during the time from date of hire until December 31 of the year

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of hire. The amount of time due will be prorated on the amount of time remaining between the date of hire and December 31. Pro rating will be at the rate of .0385 hours vacation for each straight time hour to be paid.

2. An employee with less than two (2) years of continuous service prior to January 1 of any year and who has been employed during the preceding calendar year, shall be entitled to two (2) weeks of vacation with seventy-five (75) hours pay during the following calendar year; if s/he has worked less than nineteen hundred and fifty (1,950) straight time hours, s/he shall be granted during the following calendar year .0385 hours vacation for each straight time hour paid.

3. An employee with two (2) or more years of continuous service prior to January 1 of any year and who has been employed during the preceding calendar year, shall be entitled to three (3) weeks of vacation with one hundred and twelve and one-half (112.5) hours pay during the following calendar year; if s/he has worked less than nineteen hundred and fifty (1,950) straight time hours, s/he shall be granted during the following calendar year .058 hours vacation for each straight time hour paid.

4. An employee with eight (8) or more years of continuous service prior to January 1 of any year and who has been employed during the preceding calendar year, shall be entitled to four (4) weeks of vacation with one hundred and fifty (150) hours pay during the following calendar year; if s/he has worked less than nineteen hundred and fifty (1,950) straight time hours, s/he shall be granted during the following calendar year .077 hours vacation for each straight time hour paid.

5. No Employee shall suffer a loss of current vacation entitlement as a result of implementation of this Agreement. All employees shall accrue vacation time at this new rate.

(b) Periods of Family Medical Leave will be counted as seven and one half (7.5) straight time hours paid per day of leave.

(c) Should an employee on the above schedule terminate, any earned but unused vacation will be paid at that time; vacation taken but not earned must be repaid.

(d) On January 1 of each year the Employer shall post notices specifying each employee's vacation entitlement.

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(e) Vacations shall be arranged between the employee and the Employer between January 1 and December 31. Vacation preference shall be based upon seniority. However, requests for vacation made after March 1 shall be granted on a first-come, first-serve basis, without regard to seniority.

(f) An employee whose vacation time includes a holiday shall receive an additional day of vacation, to be scheduled by mutual agreement of the employee and the Employer.

(g) Vacation time is not to be cumulative from year to year, and must be scheduled in the year of eligibility. Employees unable to take vacations for reasons beyond their control shall have the right to carry-over such unused vacation.

(h) Upon termination of employment an employee shall receive accrued vacation pay. This shall consist of vacation earned in previous calendar years but not yet taken, if any, plus vacation earned during the current calendar year for the following year. Annual accrual shall be at a rate based upon the employee's length of service as of January 1.

ARTICLE XI - SEVERANCE PAY

(a) When an employee other than those exempted from the terms of this contract as herein provided is discharged to reduce the force, the employee shall receive upon signing a general release of claims a cash dismissal payment in a lump sum equal to one week's pay for each year of continuous employment to a maximum of twenty-six (26) weeks' pay. An employee accepting the severance payment shall be ineligible for rehire except at the discretion of the employer.

(b) Dismissal pay shall be computed at the current weekly salary, plus normal premiums tied to the vacating job assignment or schedule. Service time shall include all continuous service with the Employer leading up to the date of discharge. From the dismissal pay the Employer may deduct any levy or tax to which the employee is subject under local, state or federal legislation.

ARTICLE XII - SICK LEAVE

(a) The policy of granting sick leave or disability leave with pay shall be continued. The Employer may deduct the amount received by an employee from the Worker's Compensation or State Disability Insurance.

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(b) Employees shall accumulate credit for sick leave at full pay at the rate of .01923 hours for each regular straight time hour paid in the previous year, not to exceed thirty-seven and one half (37.5) hours. Accumulated credit shall be computed and credited to the employees' account annually each January.

(c) Any employee becoming ill or disabled or required to care for an ill or disabled dependent shall be entitled to receive regular pay for the period of the illness or disability to the extent of the total accumulated sick leave credit standing in the employee's account at the time of such illness or disability.

(d) Sick pay paid to an employee shall be deducted from the employee's accumulated credit and the accumulated credit reduced by the amount thereof. Only the net pay actually paid by the Employer shall be deducted from the employee's accumulated sick pay credits.

(e) It is the prerogative of the Employer to require before employment a certificate of good health by doctor or doctors designated by the Employer, and the employees claiming benefits under this Article shall, upon request, submit to an examination by such doctor or doctors. The findings of such doctor or doctors shall not be given greater weight than any findings of a doctor or doctors designated by the employee or prospective employee.

(f) The provisions of this Article shall apply to all disabilities including those caused by or related to pregnancy, child birth and related medical conditions, the same as to other disabilities. To qualify for sick pay under this provision there must be medical verification of the pregnancy, childbirth or related medical condition and other disabilities.

(g) An employee who is absent for more than two continuous weeks because of illness or disability and is under the care of a physician shall provide an estimate from the physician of the date the employee may return to work, if requested by the Employer.

(h) Hours accumulated in employees' sick banks as of the signing of this agreement shall remain intact, and shall be available for use as supplemental disability pay.

ARTICLE XIII - GRIEVANCES

(a) The Union shall designate a committee of its own choosing to meet with the Employer or the Employer's authorized agent on any complaint or dispute, including dismissal cases or questions as to interpretation, application or performance under this Contract,

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provided, however, that time limits permitted, the unit chairperson or other union representative shall attempt to adjust any disputes prior to the filing of a formal written grievance.

(b) Either party to this Contract may file a grievance. To be timely, a grievance must be filed in writing and as soon as possible, but no later than sixty (60) calendar days after the action, inaction, occurrence or condition of the alleged grievance. Failure to adhere to this deadline will render any grievance filed on that action, inaction, occurrence or condition null and void. The Union and the Employer agree to hold such a meeting to discuss any grievance timely filed within five (5) days after the Union (or its committee) or the Employer (or agent) requests such a meeting. This time limit may be extended by mutual agreement between the parties.

(c) Any such complaint or dispute not satisfactorily adjusted between the Union (or committee) and the Employer (or agent) shall be submitted upon motion of the Union or the Employer to final and binding arbitration, provided the grievance is limited to dismissal cases, disciplinary suspensions of more than two (2) days or questions as to interpretation, application or performance under this contract. Such motion for arbitration may be made at any time after the first meeting held under Sections (a) and (b), or, if no such meeting is held, at any time after the expiration of the three day period prescribed in (b) above, provided that no jurisdiction shall exist for arbitration and no grievance may be moved to arbitration by either party after ninety (90) calendar days have elapsed from the action, inaction, occurrence or condition of the alleged grievance. This time limit may also be extended by mutual written agreement between the parties.

(d) A party wishing to move a grievance to arbitration must do so by written Registered Mail or hand delivered notice, received of the other party no later than ninety (90) days from the action, inaction, occurrence or condition of the alleged grievance. The parties shall take the issue to arbitration according to the procedures hereinafter set forth:

(1) The parties agree to the following panel of twelve arbitrators:

Charles Askin
Patrick Boner
Alonzo Fields, Jr.
Matthew Goldberg
William Gould
Bill Engler

Jerilov Cossack
John H. Abernathy
Eaton H. Conant
Robert G. Meiners
Barry Winograd
Joe Henderson

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(2) Within five days after receipt of the written notice of arbitration, the parties shall select an arbitrator from such panel. Each party shall alternately strike one name from the panel and the remaining name of this panel shall be the arbitrator. The party entitled to the first strike shall be determined by lot.

(3) In the event that the arbitrators on the panel set forth in Paragraph (1) above are unable or unwilling to serve in arbitration, the parties shall select an arbitrator in the manner prescribed in the California Code of Civil Procedure Section 1281.6. This procedure shall be followed by asking the Presiding Judge of the Sonoma County Superior Court to select an arbitrator by the method provided in C.C.P. Section 1281.6 without the filing of a petition.

(4) The decisions including remedies issued by the arbitrator shall be final and binding.

(5) The arbitrator shall follow rules and procedure agreed to by the parties, but in the absence of agreement thereon, the rules of procedure of the voluntary labor arbitration tribunal of the American Arbitration Association shall govern.

(6) Expenses of arbitration which are jointly incurred shall be shared equally by the parties, except that neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share in the cost of such stenographic record shall be deemed a waiver of such party's right of access to the record.

(e) The location of the arbitration hearing shall be selected by mutual agreement or that failing by alternate choice of the parties. In no case shall locations outside of Sonoma County be used for hearings unless the parties mutually agree to do so.

(f) Renewal of this Contract shall not be a matter subject to arbitration.

ARTICLE XIV - JOB SECURITY

(a) Discharges may be either (1) for just and sufficient cause or (2) to reduce the force. The term "reduce the force" as used herein shall be construed as synonymous with discharges for economy.

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(b) There shall be no dismissals of or other discrimination against any employee because of membership or activity in the Union.

(c) The Union and the employee shall be notified in writing at least two weeks in advance of any dismissal, with the reason for the dismissal stated in such notice.

(d) As an alternative to involuntary layoffs, the Employer agrees to first consider offering a financial incentive to achieve the desired reduction in force. The decision to offer such incentives shall be at the sole discretion of the Employer.

(e) The parties acknowledge the continuation of the prerogative of the Employer to discharge to reduce the force shall be maintained. The Employer's decision to reduce the force shall not be subject to the grievance and arbitration procedures contained in Article XIII - Grievances or other legal challenge by the Guild and its members.

(f) Dismissals to reduce the force shall be imposed in the reverse order of the length of service with the Employer, with exceptions noted as follows in (g) and (h).

(g) In the case of an involuntary reduction in force, the Employer shall notify the Guild of the intent to reduce the force, stating the number of employees to be affected and the job titles that would be impacted by the reduction. Dismissals shall be in the reverse order of length of service; however the remaining employee(s) must reasonably possess the qualifications to perform the work of any junior employee dismissed, in the opinion of the Employer. A junior employee who cannot be replaced by a reasonably qualified senior employee need not be dismissed because of seniority and the Employer may move up the list in seniority order until the dismissal can be accomplished within the guideline set forth herein.

(h) The Employer in its sole discretion shall have the right to designate up to two (2) employees as exempt from the reduction in force. Such designation shall not be subject to the grievance and arbitration procedures contained in ARTICLE XIII - Grievances. The Employer shall be allowed to make such designations at the time of each layoff without regard to any designations made in any previous layoff.

(i) When the Employer makes discharges other than for cause, such discharged persons shall be placed on a rehiring list. In the event the Employer rehires from the list, it will give due consideration, among other objective factors, to specific competency, qualifications, ability to do the work assigned and length of service

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of any person on such rehiring list, but first consideration will be given to the factor of competency as determined by the Employer. The Employer shall not hire to fill any vacancy in any classification within the jurisdiction of the Union without first considering persons on the rehiring list. In considering a candidate for hire, the Employer shall be the sole judge in determining the qualifications of the employee and such decisions shall not be subject to the provisions of ARTICLE XIII - Grievances. Time spent on a rehiring list shall not constitute breaks in continuity of service, but need not be counted as service time. When a person is rehired from the rehiring list, he/she shall be credited with his/her former length of service for all purposes except severance pay received upon termination. The provisions of this Article XIV (j) notwithstanding, the Employer shall not be required to offer any full-time position to a Part-time employee who may be on the rehiring list. Names will be removed from the rehiring list after one (1) year of being on the list.

(j) If the Employer needs some person with special qualifications not possessed, in the sole opinion of the Employer, by any person on the rehiring list, the Employer may go outside the list, with notification to the Union.

(k) New Equipment. The Employer and the Union agree that every reasonable effort shall be made to reduce the impact upon employment due to new equipment or technological changes and improvements. The Employer agrees to notify the Union one hundred twenty (120) days prior to the date such new equipment or technological changes are scheduled for installation and upon request of the Union agrees to meet for consultation for the purpose of considering retraining and other measures to provide the minimum adverse effect upon employment opportunities which are consistent with the efficient operation of the affected department. Failing to reach agreement within forty-five (45) days after notice has been served, the differences may immediately thereafter be moved to arbitration, by written notice of either party, under the procedure set forth in Article XIII (c). Nothing in this subsection shall restrict or impair the right of the Employer to install or operate such new equipment or technological changes after the expiration of said 120-day period.

(l) A newly hired employee shall be subject to a probationary period of three (3) months worked from the first day of employment. Employees on probation shall receive counseling concerning their job performance at the end of four (4), eight (8) and twelve (12) weeks. During this period of time s/he may be dismissed at the discretion of the Employer without reference to Article XIII - Grievances.

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ARTICLE XV - EXPENSES AND EQUIPMENT

(a) Necessary working equipment shall be provided to employees and paid for by the Employer.

(b) The Employer shall pay all legitimate expenses incurred by an employee in the service of the Employer authorized and verified by the Employer, including any damage to an employee's vehicle while being used in the service of the Employer when such damage occurs through no fault of the employee.

(c) Cell Phones. Bargain Unit employees required to perform duties outside of the Newsroom of The Press Democrat shall be required to provide a cell phone with a data plan for use while on duty with the Employer. The expense of such requirement shall be compensated at the rate of sixty-five dollars (\$65) per month. As technology continues to advance, the Employer will be open to discussions of similar devices and services.

(d) Bureaus. It shall be a condition of employment for all employees assigned to work in any of the bureau offices to provide a vehicle for use in the service of the Employer. Any employee required to provide a vehicle for use in the service of the Employer shall maintain a valid driver's license and carry at least the minimum insurance required by law. The employee shall provide the Employer proof of such insurance at the time of each policy renewal. Failure to meet or maintain any of the above requirements may result in termination. The Employer shall compensate all employees for the use of their personal vehicle in the service of the Employer as follows:

(i) The Employer shall compensate employees for business miles driven at the rate of 33 cents per mile or the amount legally deductible by the Internal Revenue Service, whichever is greater.

(ii) A \$10.00 minimum for up to two days or a \$15.00 minimum for three or more days for casual users (those not required to have a vehicle available) will be guaranteed for any week in which an employee uses his or her personal vehicle in the service of the Employer.

(iii) Those designated by the Employer as required to have vehicles available during working hours and employees assigned to bureaus as set out in paragraph (c), Article XV herein shall receive a mileage guarantee of fifty dollars (\$50.00) weekly. Employees shall not be required to make their vehicle available on the business of the Employer unless paid the guarantee.

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(iv) When employees not receiving the weekly mileage guarantee temporarily substitute for employees who are receiving said guarantee, the substitute shall receive said guarantee during the temporary substitution period.

(e) The Company shall maintain the current practice of providing vehicles to staff photographers. However, the Employer shall have the right to terminate such practice with three (3) months' notice to the Employee and the Union, and require photographers to supply a personal vehicle for use as described in (c) above. Such withdrawal of Company vehicles shall be done in inverse seniority order. Any photographers so affected shall be credited ten dollars (\$10.00) per pay period to offset the cost of vehicle insurance.

(f) It shall be a condition of employment that all Newsroom employees maintain a valid driver's license and carry at least the minimum insurance required by law. The employee shall provide the Employer proof of such insurance at the time of each policy renewal. Failure to meet or maintain any of the above requirements may result in termination

(g) The company shall maintain the current practice of providing "pool cars" for employee use on assignment. However, should the company desire to discontinue use of pool cars, employees shall be given ninety (90) days' notice. In such occurrence mileage minimums as detailed above in c), ii) shall prevail.

(h) Employee use for personal benefit of automobiles provided by the Company shall be confined to commuting to and from work. An employee shall be responsible for payment of taxes for the benefit of such personal use of a company-provided automobile. The Employer shall make quarterly deduction of applicable federal and state taxes based on the employee's report of such usage on a form provided by the Employer. The Employer shall use an accounting method that is of advantage to the employee for determining the amount of benefit to be reported on the employee's W-2 statement of earnings. Notwithstanding other provisions of this Article XV (d), employees shall not be required by the Employer to use company-provided vehicles for commuting to or from work. Should applicable state or federal regulations be revised during the term of this Agreement, the Employer shall provide the Union timely notice, and the parties shall negotiate appropriate changes in this Article XV (d).

ARTICLE XVI - MILITARY SERVICE

(a) Any employee of more than six (6) months employment, other than a war leave replacement employee, who hereafter is required by law to

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leave the employ of the Employer to enter the armed forces of the United States or of any state, territory or federal district of the United States, or who, after receiving orders to report for physical examination, voluntarily enlists in a military service for one term of enlistment, or who while the United States is at war voluntarily enters the services previously enumerated, or the combat merchant marine, or who engages in active war work with the Red Cross, shall be considered an employee on leave of absence and shall resume his/her position or a position of like seniority, status and pay upon return. This Article shall apply as well to employees on military leave under the former agreements between the Union and the Employer.

(b) Application for resumption of employment must be made within ninety (90) days of termination of such service, making reasonable allowance for return to The Press Democrat.

(c) Time served by the employee in any of the services enumerated shall, upon resumption of employment, be credited as time served in the employ of the Employer when computing severance pay and length of vacations.

(d) At his/her own option an employee entering such service as set forth above may relinquish the job guarantee in favor of collecting severance pay due the employee at the time the employee leaves his/her position.

(e) An employee leaving for such service shall receive accrued vacation pay.

(f) If an employee, upon return from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment, the Employer shall make all efforts to place the employee in other acceptable employment and shall consult the Union thereon. If such employment is not found, the employee shall receive severance pay.

(g) In the event an employee dies while in such service, the amount of severance pay shall be paid to the employee's designated beneficiary upon receipt by the Employer of notice of the employee's death.

(h) An employee promoted to take the place of one entering upon a military leave of absence, may upon reinstatement of such employee, be returned to his/her previous position and salary but at not less than the current minimum for that position. The period of service in the higher position shall be credited to the experience rating of the employee both in respect to the stated previous position, and in

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respect to the higher classification in the event that the employee should subsequently be promoted permanently to that classification.

(i) An employee hired as a replacement for one entering upon a military leave of absence hereunder, shall be covered by all the provisions of this Agreement, except this military service clause.

(j) Employees hired as replacements or promoted to take the place of a person entering military service or on leave of absence hereunder shall be given written notice to that effect at the time of employment or promotion, and a copy of such notice shall be sent to the Union.

ARTICLE XVII - LEAVES OF ABSENCE

(a) Employees shall be granted leaves of absence for reasonable prearranged periods of time for good and sufficient reason and as provided here after in this Article. Such leaves shall not constitute breaks in continuity of service but shall not be construed as service time.

(b) In the event an employee is elected or appointed to any office of The Newspaper Guild/CWA, or office of a Local of The Newspaper Guild/CWA, such employee shall be given a leave or leaves of absence should the employee request such leave, and shall be reinstated in the same position upon expiration of such leave. The number of employees on leave under this paragraph shall be limited to two at any one time, except by mutual consent. Such leaves shall not constitute breaks in continuity of service but shall not be construed as service time. The foregoing shall also apply to delegates elected to The Newspaper Guild/CWA and AFL-CIO conventions, both national and local, and to delegates to special meetings called by The Newspaper Guild/CWA. The Union shall inform the Employer of the expected duration of such leaves and shall notify the Employer as soon as any change is known in the expected duration.

(c) Any employee who has been not less than five (5) continuous years in the employ of the Employer shall be given, at the employee's request, a leave of absence not to exceed nine (9) months, without pay. Such leaves shall not constitute a break in employment, though the time spent on the leave shall not be counted in computing severance pay and experience. The number of employees to be on leave at any one time shall be subject to mutual agreement between the Employer and the Union. Requests for leave under this paragraph shall be made in writing at least four (4) weeks before the leave is to begin and shall specify a date of return.

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(d) Maternity and paternity leave shall be granted as required by law provided that up to six (6) months without pay shall be granted to an employee of not less than twelve (12) months service, provided further that any female employee shall be entitled to sufficient unpaid leave for childbirth and recovery. The six month leave without pay shall begin at the expiration of state funded benefits, and shall be continuous until return to work, and not split into individual days or weeks. Such leaves shall not constitute a break in employment, although the time spent on the leave shall not be counted in computing severance pay. Employees on maternity or paternity leave shall not lose coverage under the Employer's group health insurance plan for the first three (3) months of said leave.

(e) A leave of up to six (6) months without pay shall be granted to an employee of not less than twelve (12) months service who becomes an adoptive parent when the child is legally placed in the home provided that only one parent will be granted adoptive leave under this paragraph. Such adoptive leave shall be continuous until return to work, and not split into individual days or weeks. Such leaves shall not constitute a break in employment, although the time spent on the leave shall not be counted in computing severance pay. An employee on adoptive leave shall not lose coverage under the Employer's group health insurance plan for the first three (3) months of said leave.

(f) Any new parent who has exhausted his or her parental leave under the preceding two subsections may request a part-time schedule upon returning to work for a period not to exceed one (1) year, said schedule subject to Employer approval, which shall not be unreasonably denied. Benefits and other terms during said part-time status shall be governed by the part-timer provisions of this Agreement, subject to individual modifications per mutual agreement between the Employee, the Employer and the Union.

(g) Leaves for such major scholastic or newspaper research fellowships (such fellowships as may be mutually agreed upon), shall be granted for time as is necessary for the employee to meet the terms of the fellowship. The number of employees to be on such leave at any one time shall be subject to mutual agreement between the Employer and the Union.

(h) Bereavement Leave. Any employee who suffers a death in his/her immediate family shall be granted three (3) consecutive days off with full pay, which shall be taken within thirty (30) days of the death unless this period is extended by mutual consent. For the purposes of this section, "immediate family" shall include spouse, parents, children, siblings, grandparents, stepparents, grandchildren, stepchildren, mother-in-law, father-in-law, and domestic partner. No

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payment shall be made for any of such three (3) consecutive days as are the employee's regularly scheduled days off, nor shall payment be made for any part of such leave that falls within the employee's vacation period or other paid period when the employee is not covering his/her job.

ARTICLE XVIII - MISCELLANEOUS

(a) Bylines. An employee's byline or credit line shall not be used over the employee's protest. In event a byline or credit line is to be used, substantive changes shall be brought to the employee's attention before publication, if time permits. If a question arises as to the accuracy of bylined material, no correction or retraction of that material shall be printed before the Company has made every reasonable effort to consult with the employee concerned.

(b) Bulletin Board. The Employer agrees to provide a bulletin board in the editorial room for the use of the Union for the purpose of posting notices and official Union business. Such board shall be not less than 3 feet by 4 feet in size.

(c) Outside Activities. Without permission in writing from the Employer, no employee shall use the name of the Employer or the employee's connection with the Employer, or any featured title or other material of the Employer, to exploit in any way the employee's outside endeavor.

(d) Should the Employer receive compensation for the employee's work for the re-publication in print media, that compensation less the Employer's costs will be equally shared by the employee and the Employer. Compensation for news wire services or on-line computer services or electronic media shall not be subject to this paragraph.

(e) Editorial department employees shall not perform duties of employees in other departments, or vice versa.

(f) Employer and Union agree that employees shall be hired and admitted to Union membership without regard to sex, age, race, creed, color, sexual orientation or national origin.

(g) An employee required to report to jury service on a day the employee normally would have been scheduled to work any shift shall be paid for a maximum of thirty (30) days of such jury service in a calendar year at the employee's regular straight-time shift's pay minus any pay received as such jury person. Such employee's position need not be filled except at the option of the Employer. To be eligible for such payment, the employee must inform his/her

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department head in writing of the call to jury service within twenty-four (24) hours of receipt of the official notification (if the notice is received on a Friday then such written notice will not be required; however, the employee will inform the department head promptly on the Monday following by telephone or otherwise), and then must furnish the department head a statement of jury service from the Clerk of the Court.

(h) The Employer shall make a dependent flexible spending account available to bargaining unit employees. This benefit may be cancelled at the end of any calendar year by the Employer, provided employees are given at least 60 days advance notice of such cancellation.

(i) The parties acknowledge and agree that maintaining and enforcing the Department Office Rules and Editorial Ethics Policy is an "essential enterprise related interest" of the Company. The Guild acknowledges the current Office Rules and Editorial Ethics Policy have been properly promulgated and distributed. The Company may make changes in these rules and policies from time to time, provided the Guild is provided sixty (60) days minimum notice of the proposed changes, and the Company agrees, at the Guild's request, to meet and confer before any changes are implemented. All editorial employees shall sign an acknowledgment that they have received and understand the Office Rules and Editorial Ethics Policy.

(j) Blogs. Management shall offer any online blog of a journalistic nature to members of the bargaining unit. If a member of the bargaining unit accepts the offer, and the assignment is approved by management, the individual shall meet with his or her supervisor to work out a mutually agreeable plan to complete the work along with other assignments. No employee shall be required to perform online work for the employer on his or her non-work time. The Guild recognizes management's authority to decide whether to assign work to any particular individual, and how the workload is arranged per scheduled hours, pursuant to mutual agreement.

(k) Notice. Whenever notice is to be given under the terms of this Agreement to either party, except where some other method is specifically prescribed herein, delivery by email and ordinary mail shall constitute proper notice, to be sent as follows:

Employer: Troy Niday
The Press Democrat
5505 Redwood Drive
Rohnert Park, CA 94928
Troy.Niday@pressdemocrat.com

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Guild: Carl T. Hall
Executive Officer
Pacific Media Workers Guild
433 Natoma Street
San Francisco, CA 94103
chall@mediaworkers.org

ARTICLE XIX - HIRING AND TRANSFERS

(a) Job Vacancies. The Employer in its sole discretion determines when a job vacancy occurs. When a job opening occurs the Employer shall solicit applications to fill the position. The Employer shall select for hire the candidate determined to possess the necessary qualifications to perform the job, and shall be the sole judge in determining the occurrence of a vacancy as well as the qualifications of the employee ultimately hired. Such decisions shall not be subject to ARTICLE XIII - GRIEVANCES.

1. Any employee selected to fill a job vacancy shall be given a trial period of up to three (3) months (which period may be extended by mutual agreement between the Employer and the Union). The Employer may, within the three (3) month period (or such period as extended by mutual agreement) return the employee to his/her former position and rate of pay to which the employee would have been entitled had the employee remained in that position. The employee may elect within the trial period to return to the former position without penalty and to the rate of pay the employee would have been entitled had s/he remained in the former position. No employee shall in any way be penalized for refusing to accept a promotion.

2. If the employee is retained in the new position past the trial period (or such period as extended by mutual agreement), the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced. If the employee is returned to his/her former position, it shall be on the basis of no penalty or prejudice.

(b) Transfers. No employee shall be transferred by the Employer to work in another location that exceeds fifty (50) miles distance from original work location without the employee's consent. The Employer shall reimburse the cost of transportation and other moving expenses of employee and family, up to a maximum of five thousand dollars (\$5,000).

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ARTICLE XX - RETIREMENT

The Employer shall pay into the Supplemental Income 401k Trust Fund, or similar defined contribution plan of the Union's choosing, for each bargaining unit employees at the rate of one dollar (\$1.00) per straight time hour paid.

ARTICLE XXI - HEALTH & WELFARE

(a) Full Time employees and those employees having met the eligibility requirements in ARTICLE II(a) para(5), shall be eligible to participate in Employer's Health Care benefits as provided by the Employer. The Employer agrees that the Employee's contribution to health care premium costs shall be capped at a maximum of 30% for the life of the Agreement. Premiums in excess of the Employer contribution will be deducted from the employees' paycheck on a biweekly basis. During the term of this Agreement, the Employer shall have the right, in its sole discretion, to alter or eliminate entirely any Dental Care, Vision or Hearing Care, and Life Insurance benefit currently offered, provided such revisions match those of the master group. The Employer's right to alter or eliminate these benefits shall not be subject to Article XIII-GRIEVANCES.

- | | |
|-----------------------|--|
| 1) Life Insurance | Employee & Dependents same rates and coverages as employees in the master group. |
| 2) Waiver of benefits | Employees waiving Medical, Dental and Vision & Hearing coverages shall receive a credit of seventy five dollars (\$75) per pay period. |

Employee may waive coverage and still be entitled to Life Insurance and Health Care Flexible Spending Accounts until such time as they may no longer be provided to employees in the master group.

The above listed benefits will be made available on the same basis as to other employees in the master group. The Company reserves the right to modify the plan, including the level of benefits, insurance providers, and self-funding. Eligibility will be the same as employees in the master group except where this contract specifies otherwise.

(b) Dependents who are employees of the Press Democrat will be eligible for coverage either as an employee or dependent, but duplicate coverage will not be provided. If an employee covers another employee as a dependent, the first employee shall not be

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required to pay any copayment for medical or dental insurance or vision care, except that employees qualifying under this paragraph selecting any medical plan other than the plan(s) used to compute the baseline shall reduce their medical coverage co-payment by only 50%.

(c) The Employer shall maintain medical coverage (medical only; not dental vision or life except as those coverages may be provided under "COBRA" for a period of eighteen (18) months) for employees on unpaid sick leave, unpaid disability leave, or paid leave under ARTICLE XXIV - DISABILITY INSURANCE for the first nine (9) months of such leave at normal co-pay rate to the employee.

(d) The Union shall have the annual right to elect to withdraw from the entire package of benefits upon sixty (90) days written notice prior to the final date of open enrollment for the following year. Upon such election the Union shall indicate to the Employer the trust fund it has chosen as an alternative. The Employer's contributions pursuant to this contract will be made available to any trust fund of the Union's choosing.

ARTICLE XXII - DUES DEDUCTION

Upon an employee's voluntary written assignment, the Employer shall deduct from the employee's weekly earnings and pay to the Union all Union membership dues. Such membership dues shall be deducted in accordance with a schedule furnished the Employer by the Union. Such schedule may be amended by the Union at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

ARTICLE XXIII - HEALTH & SAFETY

(a) The Employer shall provide a safe and healthful work area.

(b) A pregnant employee, upon her written request, shall be considered for transfer from a job or working conditions during pregnancy without reduction or increase in pay or impairment or improvement of benefits. The Union waives the application of Article XIX - Transfers and Promotions for any application involving an employee as it may apply to these circumstances. It is the sole right of the Employer to determine if a job or working conditions exist that may accommodate an employee requesting a transfer.

ARTICLE XXIV - DISABILITY INSURANCE

(a) General Purpose

The general objective of this Plan is to provide employees wage stability during long-term illness by supplementing the benefits received through the State Disability Insurance Program and Workers' Compensation Law so as to provide up to two-thirds (66.7%) of their gross weekly base pay.

(b) Eligibility

- (1) Two years continuous service for employees hired after 6/3/91
- (2) Paid sick leave is exhausted.
- (3) Forty-five days of continuous illness or injury have lapsed.
- (4) Part-time benefits will be calculated based on the average number of paid weekly hours in the six (6) months prior to the last day worked.

(c) Duration of Benefits

- (1) Two-thirds of current salary less payments by Workers' Compensation and SDI payments from the forty-sixth day of continuous illness or injury or when sick leave runs out, whichever is later.
- (2) No payments for more than twelve (12) months of absence per injury or illness.
- (3) Benefits of this Plan shall not be paid to any employee who ceases active full-time work for any reason other than an illness or accident for which s/he is paid benefits under the SDI Program or Workers' Compensation Law. An exception to this paragraph, where an employee is on layoff and is recalled to work but is unable to return to work by reason of a disability, which qualified under this Plan, s/he shall be eligible for benefits starting on the date s/he was to have returned to work as a result of the recall.

(d) Computation of Supplemental SDI and Workers' Compensation Benefits

- (1) The formula for computing supplemental SDI or Workers' Compensation benefits for each day of qualified absence is as follows:

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(i) Determine two-thirds (66.7%) daily gross pay as follows:

66.7% of the gross weekly base pay divided by seven (7).

(ii) Determine amount of payment by SDI or Workers' Compensation from copy of payment slip furnished by employee.

iii) Determine supplemental SDI or Workers' Compensation benefit pay due employee by multiplying daily gross pay figures as determined in paragraph (i) above by the number of days absence paid for by SDI or Workers' Compensation (from slip furnished by employee) to determine employee's gross pay figure. Subtract amount paid by SDI or Workers' Compensation (on slip furnished by employee) from gross pay figure. Pay employee the difference as supplemental SDI or Workers' Compensation benefit pay required by this program. In making the above computations, the employee's weekly base rate of pay shall be used excluding overtime or any other payments.

(2) To be paid supplemental SDI or Workers' Compensation benefit pay under this Plan, the employee must be eligible for, be paid, and present to his employer, not later than thirty (30) calendar days after his return to work, a copy of the SDI or Workers' Compensation benefits paid to the employee.

(3) The Employer's sole obligation under this Agreement is to provide the benefits outlined herein and there shall be no duplicate or overlapping benefits paid under this Agreement; i.e., no supplemental pay shall be paid for any day for which the employee is also entitled to pay for any reason under this Agreement.

(4) Only full day SDI or Workers' Compensation payments will be made. No supplemental pay shall be paid for partial work days lost.

(e) General Provisions

(1) Working days lost for which supplemental SDI or Workers' Compensation benefits are paid and supplemental SDI or Workers' Compensation benefit payments made under this Plan shall not be considered as time worked for any purposes in this Agreement.

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(2) The benefits of this Plan shall not apply to any employee for any disability not covered by State Disability Insurance or Workers' Compensation Law.

(3) Satisfactory evidence of disability is a prerequisite to participation in the benefits provided by this Plan. Qualification for SDI or Workers' Compensation benefits is not necessarily in and of itself considered satisfactory evidence of disability for purposes of this Plan. Further, the Employer, at its discretion and at its expense, reserves the right to have his own physician examine an employee participating or seeking to participate. If such examination reveals that there is not satisfactory evidence of disability the benefits under this Plan shall cease until the matter is resolved. If the matter is not resolved it may be referred to the Grievance procedure outlined in this Agreement.

(4) In order to qualify for benefits the employee has the responsibility for taking all reasonable steps for recovery. Such steps may include the attendance of a qualified physician and the purchase of drugs, medicines, medical supplies, physical therapy and hospitalization service as necessary.

(5) Upon request of the Employer the employee shall furnish to the Employer the doctor's estimate of the date that the disability will terminate and the employee will resume his/her regular or customary work.

ARTICLE XXV - 401K PLAN

The Employer shall continue to offer participation in a 401k plan to bargaining unit employees. If the Employer restores a 401K match for non-Guild employees, the match shall be restored on the same terms for the Guild. The Company reserves the right to modify the plan, investment options, and plan administrators.

ARTICLE XXVI - RENEWAL

(a) Except where other effective dates are specified herein, this Agreement shall commence on May 4, 2016 and expire on December 31, 2018 and shall inure to the benefit of and be binding upon the successors and assigns of the Employers.

(b) At any time within ninety (90) days immediately prior to December 31, 2018, either party may initiate negotiations for a new contract by giving to the other party notice of its desire to enter into such

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negotiations. The terms and conditions of this Contract shall remain in effect as long as negotiations continue.

* * * * *

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this 4th day of May, 2016.

* * * * *

THE PRESS DEMOCRAT

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

Troy Niday

Carl Hall

Emily DeBacker

Derek Moore

Date: _____

Date: _____

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