

# **CONTRACT**

**BETWEEN**

**PACIFIC MEDIA WORKERS GUILD**

**AND**

**BAY AREA NEWS GROUP, LLC**

**July 31, 2016**

**through**

**July 31, 2019**



**ARTICLE I  
PARTIES AND TERMS OF AGREEMENT**

**Section 1.1.** THIS AGREEMENT is made and entered into between BAY AREA NEWS GROUP-EAST BAY (BANG-EB), hereinafter referred to as the “Company,” and the PACIFIC MEDIA WORKERS GUILD, Local 39521, The NewsGuild-Communications Workers of America, AFL-CIO,CLC, successor in interest to California Media Workers’ Guild, hereinafter referred to as the “Guild.”

**Section 1.2.** This Agreement shall become effective July 31, 2016, and shall continue in full force and effect until July 31, 2019. Thereafter at least ninety (90) days prior to the end of the Agreement, but no less than 60 days, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

**Section 1.3.** By mutual agreement of the parties, terms and conditions of this agreement may be extended for an additional period of up to three (3) months or until a new agreement is reached, whichever occurs first.

**ARTICLE II  
PURPOSE**

**Section 2.1.** This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Guild, including any letter of interpretation, verbal understanding, and/or past practices.

**Section 2.2.** Whereas the general purpose of this Agreement is to promote the mutual interests of the Company and its employees, the parties to this Agreement hereby agree to cooperate fully for the purpose of preventing misunderstandings, supporting editorial quality and providing for the efficient operation of the Company’s business.

**ARTICLE III  
RECOGNITION**

**Section 3.1.** The Company recognizes the Guild as the sole and exclusive bargaining agent for Editorial employees as follows:

All full time and regular part time employees in the editorial department of the Bay Area News Group-East Bay excluding all other employees in all other departments of the Company. Positions excluded from the bargaining unit are all supervisors, managers, directors, supervisory editors, confidential employees, interns and temporary employees, to include the following listed positions:

Assistant Features Editor(s)	Confidential Asst. to Editor	Editor(s)	Production Director
Assist. Managing Editor(s)	Copy Desk Chief(s)	Editorial Page Editor	
Assistant Photo Editor	Deputy Copy Chief	Exec. Asst. to the Editor	Section Editor (s)

Assistant Sports Editor	Deputy Design Director	Executive News Editor	Sr. Multimedia Producer - Mobile
Breaking News Editor(s)	Deputy Metro Editor	Managing Editor (s)	Sports Editor (s)
Bureau Chief(s)	Deputy Photo Editor	Multimedia Editor	Transcript/Record Editor
Chief Editorial Assistant		Online Editor	Vice President - News
City/Metro News Editor(s)	Design Chief, News	Payroll Admin. Editorial	
City/Metro Nights Editor(s)	Design Director		
Community Editor(s)	Director of Photography		

**Section 3.2.** Should the Company create a new or additional supervisory/managerial position during the term of this Agreement, a written communication to the Guild that identifies such position(s) and provides information relative to the supervisory/managerial responsibilities and an opportunity to discuss the position(s) will be afforded the Guild.

#### **ARTICLE IV UNION MEMBERSHIP**

**Section 4.1.** All employees covered under this agreement shall be represented by the Guild in accordance with the applicable provisions of the law.

**Section 4.2.** All employees represented by the Guild shall have the choice of securing and retaining membership in the Guild with all rights and entitlements afforded by such membership.

**Section 4.3.** Employment with the Company is not conditioned on membership in the Guild.

#### **ARTICLE V DUES DEDUCTION**

**Section 5.1.** Upon an employee's voluntary written assignment, the Company shall deduct biweekly from the biweekly earnings of such employee, and remit to the Guild not later than the 10th day of each month, an amount equal to the Guild's monthly dues required to maintain membership in good standing. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Company by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall be revocable at the will of the employee. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

**Section 5.2.** The dues deduction assignment shall be made upon the following form:

**TO: BANG-East Bay:**

I hereby assign to the Pacific Media Workers Guild, TNG-CWA Local 39521, from any salary earned or to be earned by me as your employee, an amount equal to all membership dues or administrative fees lawfully levied against me by the Guild for each calendar week following the date of this assignment as certified by the Treasurer of the Pacific Media Workers Guild.

I hereby authorize and request you to check-off and deduct such amounts during the week for which such dues are levied and the Guild notifies you, from any salary then standing to my credit as your employee and remit the amount deducted to the Pacific Media Workers Guild for that week.

This assignment and authorization shall remain in effect until revoked by me or until the parties have reached an agreement to alter the terms of Article V of the collective bargaining agreement, whichever occurs sooner. Revocation by myself and for reason other than the alteration of the collective bargaining agreement shall be provided to you in writing and signed by myself prior to the beginning of the next scheduled pay period following the date you receive it.

NAME: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

(Print or Type)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ARTICLE VI WORK OF EMPLOYEES**

**Section 6.1.** Bargaining unit work is defined as the kind of work either normally or presently performed within the unit covered by this contract, and any other kind of work assigned to be performed within the unit.

**Section 6.2.** Performance of bargaining unit work, whether by presently or normally used processes or equipment, or by new or modified processes or equipment, shall be assigned to employees covered by this Agreement.

**Section 6.3.** Application of this Article shall not limit any Company rights provided elsewhere in this Agreement (including but not limited to Articles VII and XXIX) to assign bargaining unit work to persons outside the bargaining unit.

## **ARTICLE VII MANAGEMENT RIGHTS**

**Section 7.1.** Except as limited by the terms of this Agreement, the Company reserves and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including but not limited to the following rights: to manage and operate all Company facilities of any kind; to direct its employees; to direct, plan and control all Company operations; to establish

rules of conduct not inconsistent with the terms of this Agreement; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to develop and implement performance evaluation standards and a merit pay program consistent with provisions of this Agreement; to establish and/or change existing methods, materials, equipment and facilities; to determine the source and methods of business operations, the schedule of such operations and the assignment of particular employees to particular business operations; to determine the design, marketing, advertising and pricing of said products and/or services; to utilize suppliers, vendors and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or materials supplied by the vendor, supplier or subcontractor); to select and hire employees, and assign them to work as needed; to schedule hours of work; to promote, demote, transfer, suspend, discipline and discharge employees; to utilize the services of freelancers, stringers, and independent contractors; and to layoff employees.

**Section 7.2.** Additionally, the Company retains the exclusive right to manage its business and its employees, whether or not specifically mentioned herein or heretofore exercised, including, but not limited to the following: the right to use product and content of whatever nature and from whatever source in the products the Company produces; the right to expand or contract the number of mastheads, days of publication and time of day such publications may be published and disseminated and the right to take such measures and make such decisions as the Company may determine to be necessary for the safe, orderly, efficient and profitable operation of its business.

**Section 7.3.** The Company shall have the right to test employee for drugs or alcohol in accordance with the Company's established drug and alcohol policy as outlined in the Employee Handbook in effect as of the signing of this Agreement. Random drug testing shall not be permitted.

**Section 7.4.** Notwithstanding any other provision of this Agreement, the Company may in its discretion, accommodate employee(s) to ensure compliance with applicable law, including but not limited to the Americans With Disabilities Act.

**Section 7.5.** Any product produced or prepared, whether partially or in total for the paper, whether or not used by the paper, shall be deemed the sole and exclusive property of the paper.

**Section 7.6.** The Company shall have the sole and exclusive right to lease, buy, own, receive on consignment and operate such vending machines as it may determine and to place them within its plant in such locations as it may determine including the sole and exclusive right to abolish or discontinue any or all such machines. The Company shall have the sole and exclusive right to receive and own all proceeds from such vending machines.

## **ARTICLE VIII DISCIPLINE AND DISCHARGE**

**Section 8.1.** The Company shall have the right to discipline employees. The Guild recognizes and acknowledges that the Company has the duty of maintaining good discipline and good job performance.

**Section 8.2.** Disciplinary measures may include but not be limited to oral or written warnings or reprimands, suspension from work without pay for no more than two (2) weeks, and

discharge. A disciplinary suspension may be imposed for a longer period by written agreement of the parties.

**Section 8.3.** Suspensions and discharges shall be for just cause. The Company has the right to determine what disciplinary action is appropriate based on the facts and circumstances of each case.

## **ARTICLE IX NO STRIKES – NO LOCKOUTS**

**Section 9.1.** There shall be no lockouts by the Company during the term of this Agreement.

**Section 9.2.** There shall be no strikes, sympathy strikes, slowdown, sickout or stoppage of work by the Guild or any employee in the bargaining unit during the term of this Agreement, whether on behalf of the bargaining unit or members of this bargaining unit, or any other group of employees affiliated or not with the Company.

**Section 9.3.** It shall be considered a breach of this Agreement for the Guild and/or its agents to instruct and/or encourage employees, or for an employee covered by this Agreement, to refuse to perform his or her normal work duties due to any labor dispute involving the Company or any other employer.

**Section 9.4.** In cases of alleged violations of the provisions of this Article, the grievance and arbitration procedure of the Agreement need not be exhausted, but the aggrieved party may, without such exhaustion, immediately resort to an appropriate court of law to seek any available equitable and/or legal remedies.

## **ARTICLE X LAYOFF**

**Section 10.1.** The Company shall have the right to lay off employees for business reasons. The Company will provide employees being laid off two (2) weeks advance notice or pay in lieu of such notice or portion thereof. Notice of layoff shall also be given to the Guild.

**Section 10.2.** In the event of a layoff, the Company in its sole discretion shall determine decisions as to who may be laid off. Factors to be considered shall include but not be limited to work record, employee qualifications, ability to do remaining work and the length of service.

**Section 10.3.** Employees dismissed for layoff shall be on a rehire list for six (6) months. The Company will recall employees from the list for openings should they occur within this six (6) month period if the employee has worked in the open position and possesses the necessary qualifications based on the then current job description. The Company shall notify the employee by certified letter with return receipt requested at the employee's last known address given to the Company. If the certified letter is not signed for by the employee, for whatever reason, the Company is released of all obligations toward said employee for purposes of the recall. The Company may then notify the next employee on the rehire list, if any, or hire as new employee to fill the position.

**Section 10.4.** The Company's decisions under Sections 10.1 and 10.2 of this Article are not subject to arbitration.

**Section 10.5.** Employees who suffer a total loss of employment as a result of a Company layoff shall be afforded the same or comparable severance pay and group benefits as provided to non-bargaining unit employees, subject to the same terms and conditions, in place at the time of the layoff. However, such pay and benefits shall not be less than one (1) week of base pay for each year of service with a minimum of two (2) weeks to a maximum of twelve (12) weeks severance plus COBRA healthcare care coverage for a minimum of three (3) months at the same prevailing employee contribution rate for the selected coverage.

## **ARTICLE XI INTRODUCTORY PERIOD**

**Section 11.1.** The first 13 weeks of employment from an employee's date of hire shall be an introductory period, during which period any employee may be dismissed for any reason. This period may be extended upon mutual agreement of the parties.

**Section 11.2.** If an employee is rehired after a break in continuity of employment, he/she shall also serve a 13-week introductory period. This period may be extended upon mutual agreement of the parties.

**Section 11.3.** Dismissals during the introductory period are not subject to the grievance and arbitration provisions of this Agreement. Employees retained after the introductory period shall be credited with the length of service from the first day of their employment.

## **ARTICLE XII GRIEVANCE PROCEDURE**

**Section 12.1.** A grievance is defined as a claim or dispute with the Company by an employee or employees involving an alleged violation by the Company of the terms of this Agreement.

**Section 12.2.** Matters affecting the relations of the employees and the Company that do not involve a specific allegation that this Agreement was violated shall be discussed informally by the Guild and the Company but shall not be subject to the provisions that follow in this Article 12. When any grievance arises, there shall be no interruption of work or other violation of this Agreement of any kind on account thereof, but the same shall be settled as promptly as possible in accordance with Article 12. All grievances which may arise as to the fulfillment of any clause in this Agreement, or alleged violation thereof, shall be adjusted in accordance with the following procedure:

**STEP ONE:** The Guild shall submit a grievance in writing to the Executive Editor setting forth the facts on which it is based and the provision(s) of the Agreement it is alleged the Company has violated to the Company or its authorized agent. In order for a grievance to be considered timely under this Agreement, the grievance must be submitted to the Executive Editor within fourteen (14) calendar days after the employee or the Guild becomes aware of the grievance. However, these Step One time limits may be extended for an additional fourteen (14) calendar days by mutual agreement of the parties.

**STEP TWO:** Within fourteen (14) calendar days of the receipt of said grievance, the parties shall meet and attempt to resolve said grievance. If the parties are unable to adjust said grievance, the Company shall submit its written decision and the facts upon which it is based on the matter within seven (7) calendar days after said meeting.

**STEP THREE:** Upon receipt of the Company's written decision, if unsatisfactory to the Guild, then the Guild may request a meeting with the Company or its authorized agent. Said request to be made within thirty (30) calendar days of receipt of Company's decision and meeting to take place within ten (10) calendar days of said request.

**STEP FOUR:** If the grievance is then not adjusted, either party may within thirty (30) calendar days after said meeting, request arbitration by sending a notice to the Federal Mediation and Conciliation Service and a copy of same to the other party. The notice shall ask the FMCS to submit a list of seven (7) arbitrators' names from which to select an arbitrator. When the list is received, either party may reject the list once and request that the FMCS supply an additional list of seven (7) names. Representatives of the Guild and the Company shall alternately strike one name from the list until only one name remains. The person whose name remains on the list shall be the arbitrator. The party striking first in this process shall be determined by a flip of a coin.

### **ARTICLE XIII ARBITRATION**

**Section 13.1.** Any grievance which remains unsettled after having been processed pursuant to the above provisions of Article 12.2 and is submitted to the FMCS shall be processed according to the FMCS rules as follows:

**Section 13.2.** Each arbitration shall be limited to a single grievance. Grievances of two or more employees, all of whom are affected by the same grievance or a single act or event, will be considered a single grievance. No one arbitrator shall have more than one (1) single grievance submitted to him/her, and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision and award in writing.

**Section 13.3.** The Arbitrator shall not have the authority to make an award that modifies, adds to, subtracts from, changes, amends or conflicts with the provisions of this Agreement.

**Section 13.4.** The award of the Arbitrator shall be final and binding upon all parties of this Agreement.

**Section 13.5.** Either party shall have the right to request that a stenographic transcript be made of the arbitration proceeding, the cost of such transcript to be borne by the requesting party, unless both parties desire access to the transcript in which case the cost shall be shared equally. Each party shall bear one-half the joint expenses of arbitration, and all of its own expenses.

**Section 13.6.** The Arbitrator's award, unless otherwise agreed to by the parties, shall be in writing and shall include a statement of the reasoning and the grounds upon which such decision is based.

**Section 13.7.** Only grievances which involve an alleged violation by the Company of specific section(s) or provision(s) in this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Notwithstanding any other provision of this Agreement, no grievance shall be arbitrable and no right of action shall accrue to the Guild or any employee under this Agreement with respect to any matter involving the administration, interpretation, or application of any insurance plan or any other fringe benefit not mentioned in this Agreement in which employees covered by this Agreement are eligible to participate.



**Section 13.8.** Only disciplinary grievances involving discharge shall be subject to arbitration.

#### **ARTICLE XIV SUPERVISORS**

**Section 14.1.** The operation of and the authority and control over the Editorial Division of the Company shall be vested exclusively in the Company through its representatives, the supervisors, directors, supervisory editors and managers excluded from the bargaining unit pursuant to (Article III) of this Agreement and applicable federal law. In the absence of a supervisor or manager, a supervisor-in-charge or a manager-in-charge shall so function.

**Section 14.2.** Supervisors and managerial employees may perform work performed by bargaining unit employees.

**Section 14.3.** Supervisors, directors, supervisory editors and managers shall not be members of the Guild. However, this prohibition shall not apply to bargaining unit employees asked to temporarily fill in as a supervisor-in-charge or a manager-in-charge due to the absence of the regular supervisor or manager.

**Section 14.4.** Managers shall be the sole judge of competency of all employees in their department and of all employees' general fitness to work in their respective job classifications and in such other job classifications as managers may assign them.

#### **ARTICLE XV HOURS OF WORK**

**Section 15.1.** The ordinary workweek for regular, full-time employees shall consist of five eight-hour days, or 40 hours per week, paid at the straight time rate. Nothing herein shall constitute a guarantee of hours.

**Section 15.2.** For full-time employees, eight hours worked within nine hours shall constitute a day's work. The employee shall have the option of taking a lunch break of less than one hour, in which case the total time spent at work including the lunch period shall be shortened accordingly. Meal periods are unpaid and are not considered work time, unless the employee cannot be relieved of all duties. In such cases, the meal period is considered "on duty" and counts as paid time worked. The Company must approve an "on duty" meal period in advance.

**Section 15.3.** An individual employee and his or her supervisor may propose alternative work schedules, including four-day, ten-hour-per-day work weeks, job sharing, flex-time, reduced hours and other arrangements. Such alternatives shall be set forth in writing and subject to acceptance by the Executive Editor with notice to the Guild, provided such alternatives are consistent with applicable laws. Each such proposal will be considered individually with the sole and exclusive right of the Company to accept or reject for any reason or no reason. The Company also has the right to terminate such an arrangement for business reasons, and when possible, providing fifteen (15) calendar days notice of the change to the affected employee. The making of any such agreement does not bind the Company in any manner, or require it to agree to the same or similar arrangement for another employee. Any such arrangement shall not be considered by the parties or the employee as a past practice.

**Section 15.4.** It is recognized that from time to time that employees may be required to work both Saturday and Sunday on the same weekend.

**Section 15.5.** Part-time employees shall work hours according to agreement between themselves and the Company.

**Section 15.6.** The Company shall post work schedules at least one week in advance, listing each employee's scheduled work days and hours. Schedule changes shall be sent when practical by company email to affected employees prior to the beginning of each workweek. Barring breaking news or unforeseeable business needs, employees shall not be required to work outside the posted times unless they are paid at the overtime rate.

**Section 15.7.** The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift.

**Section 15.8.** The Company shall have the exclusive right to establish and, from time to time, change the hours for the commencement of work for shift, for different job classifications, and for individual employees within each job classification.

**Section 15.9.** All hours worked by an employee must be reported by the employee on his or her respective timecard/record each work day and provided to the supervisor or designated timekeeper prior to the closing of each pay period.

## **ARTICLE XVI OVERTIME**

**Section 16.1.** To the extent allowed under the law and pursuant to agreements between the employee and the Company, an employee shall be paid time and one-half his or her regular straight-time rate for work actually performed over forty (40) hours in a week.

**Section 16.2.** Overtime shall be worked when deemed necessary by the Company. Mandatory time worked in excess of eight (8) hours a day shall be paid at the overtime rate. Refusal to work overtime or holidays shall constitute grounds for discharge or other disciplinary action.

**Section 16.3.** The Company shall have the right to select for overtime work those employees judged competent by the Company to do the work.

**Section 16.4.** No overtime shall be worked by any employee unless it is authorized in advance by the Company. All such overtime shall be reported.

**Section 16.5.** There shall be no pyramiding or duplication of overtime pay, and it is agreed and understood that no employee shall be paid overtime pay more than once for the same hours worked.

**Section 16.6.** An employee may request compensatory time-off in lieu of cash payment of overtime. Compensatory time shall be awarded at the straight-time hours worked except when such compensatory time-off is based on hours worked in excess of forty hours in any given one week period of time. Compensatory time may be taken in the same pay period in which it is earned or scheduled at a later time by written mutual agreement and in a manner consistent with applicable law. If a mutual agreement cannot be reached, an employee shall be directed to take any and/or all accumulated compensatory time in the sole judgment of the supervisor.

**ARTICLE XVII  
SCALE OF WAGES**

**Section 17.1.** The Company can in its sole discretion give merit raises and bonuses to both full-time and part-time employees based upon the performance evaluations given to the employees. The amounts of such merit raises and bonuses, the times for such merit raises and bonuses, and the particular employees to be given such merit raises and bonuses shall be determined by the Company. The Guild may grieve such bonuses and merit increases but they shall not be subject to arbitration.

**Section 17.2** It is understood that the Company may hire part-time employees. The Company shall not be required to employ such part-time employees for any minimum number of hours per day or days per week.

**Section 17.3.** There shall be two categories of employees: "Journalist" and "Support Staff." The Journalist category shall include the positions of Reporter, Writer, Photographer, Videographer, Copy Editor, Designer, Paginator, Producer, Archivist/Librarian, Graphic Artist, Cartoonist, Online Coordinator, Multi-Media Producer and Columnist. The Support Staff category shall include the positions of News Assistant, Research Assistant, Clerk, and Presentation Assistants.

**Section 17.4.** Effective with the first pay period six months after ratification of this Agreement, no full-time or regular part-time employee scheduled 24 hours or more per week shall be paid less than the following rates for the respective category:

Journalist:	\$19.3125/hour
Support Staff:	\$15.656/hour

Effective July 31, 2016, increase pay rates of all employees by 3 percent.

February 2017, wage opener to be negotiated jointly with all Guild/DFM units.

February 2018, wage opener to be negotiated jointly with all Guild/DFM units.

**Section 17.5.** All employees shall be paid bi-weekly on a Friday. Employees are paid in arrears, for work performed during the Monday through Sunday pay cycle. Only the employee to whom the check is written may pick up a paycheck unless written permission has been given to another person to do so. Actual paydays and the beginning and ending days of a pay cycle may be changed with fourteen (14) days advance notice to the Guild.

**Section 17.6.** Nothing in this agreement shall prevent employees from bargaining individually for pay increases in excess of the minimums established herein.

**ARTICLE XVIII  
VACATION**

**Section 18.1.** Vacations with pay are granted to regular full-time employees. The length of vacation is determined by the employee's continuous service.

**Section 18.2.** Full-time employees accrue vacation determined by hire date. Full-time regular employees accrue vacation from date of hire and are eligible to take the time as set forth below.

**18.2.1.** Employees with less than two years of service will earn vacation at the rate of 6.66 hours per full calendar month (10 days per calendar year).

**18.2.2.** Employees with two or more years of service will earn vacation at the rate of 10 hours per full calendar month (15 days per calendar year).

**18.2.3.** Employees with nine or more years of service will earn vacation at the rate of 13.33 hours per month (20 working days).

**18.2.4.** Normal maximum vacation time taken in any one anniversary year is four weeks. However, by mutual agreement of the Company and employee, additional earned vacation may be taken.

**18.2.5.** Employees may accrue up to a maximum of 1.75 times one year's vacation benefit. Until the unused balance of accrued vacation time drops below that limit, no additional vacation benefits will be earned.

**18.2.6.** Vacation is credited at the end of each pay period in which it is earned according to the employee's vacation accrual date.

**18.2.7.** Terminating employees will be paid for all unused vacation up to the maximum accrual as set forth under sub-paragraph (e) above

**Section 18.3.** Vacations are scheduled by the following guidelines:

**18.3.1.** Vacation days may be taken at any time during the year, providing the time requested has been earned. Full-time employees must take vacation time in increments of eight hours.

**18.3.2.** The sign-up-for vacations opens 30 days before the vacation year starts. Managers may set reasonable limits on the maximum number of employees off at any one time. Employees are granted preference for dates based on seniority for that first 30-day period.

**18.3.3.** Once the vacation year begins, vacation sign-ups are first-come first-served.

**18.3.4.** Editors have the ability to schedule vacation if an employee hasn't signed up by June 30 of the vacation year. Vacation requests must be approved or denied within five (5) working days after the employee's request.

**18.3.5.** Part-time employees who are regularly scheduled and regularly work 24 or more hours a week shall accrue vacation on a pro-rata basis.

**18.4** The new vacation provision described above shall not apply to vacation that employees have banked and not used before December 31, 2016; meaning specifically that employees shall not be required to schedule or use any such banked vacation.

## **ARTICLE XIX SICK LEAVE**

**Section 19.1.** Guild-covered employees shall be offered the same sick pay benefits provided to non-represented employees. The Company reserves the right to make changes, modifications, additions and deletions to its sick leave plan and such will be applicable to employees covered under this Agreement.

**Section 19.2.** In order to take sick leave, an employee must contact his or her supervisor prior to the beginning of the shift. If an employee is absent for a period longer than three days, the Company may require a medical release from a doctor when the employee returns to work.

**Section 19.3.** The Company may implement and enforce attendance and tardiness policies which are identical to those implemented for non-bargaining unit employees.

**Section 19.4.** Where not otherwise covered under Section 19.1 above, sick leave time will continue to accrue when an employee is absent from work while on a paid holiday or paid vacation.

## **ARTICLE XX RETIREMENT PLAN**

**Section 20.1.** During the term of this Agreement, the Company will provide Guild represented employees with a 401(k) plan which is comparable in design, contribution rate and other conditions to that provided to non-bargaining unit employees, except that the Company contribution rates shall not be less than is provided as of the execution of this Agreement.

**Section 20.2.** Any increases in the Company's contribution rate to the non-bargaining unit plan shall be subject to negotiation with the Guild for a period of not less than sixty (60) days prior to the implementation of that increased contribution rate. If no agreement is reached following said sixty-day period the Company may, at its sole discretion, increase the contribution rate for the Guild plan or retain the rate in place prior to the change to the non-bargaining unit plan.

**Section 20.3.** Nothing herein restricts the Company's right to modify, change, amend and or terminate any provision or aspect of its non-bargaining unit plan at any time. However, no modification, change or amendment can be made to the Guild plan without either a) the same changes, modifications and/or amendments being made to the non-bargaining unit plan or b) being negotiated with the Guild.

## **ARTICLE XXI HEALTH BENEFITS**

**Section 21.1.** Employees shall be covered by the California Newspapers Partnership's group benefits (medical, dental, vision, life and long term disability plans) under the same terms and conditions, eligibility requirements, and at the same costs and contribution rates as are applied to non-represented employees at the Company.

**Section 21.2.** The Company reserves the right to modify, amend or terminate the plan referred to in the above paragraph, in whole or in part, at the sole discretion of the Company, including but not limited to plan design, eligibility requirements, coverage options, and the percentage and amount of the employee or company contribution so long as any such changes are also applicable to other an non-represented employees of the Company.

## **ARTICLE XXII EMPLOYEE EXPENSES**

**Section 22.1.** The Company shall continue its current practice of providing equipment and supplies to employees and reimbursing employees for approved business expenses incurred in the course of performing work for the Company.

**Section 22.2.** Any employee required to use his/her automobile in the service of the Company shall be compensated for such use at the rate of forty cents (\$0.40) per mile. The rate of forty cents (\$0.40) per mile herein provided shall be increased or decreased as the case may be to an amount reflecting the nearest full cent as determined by applying to forty cents (\$0.40) the percentage increase or decrease of the private transportation indexes (average between the Urban Wage Earner's and Clerical Worker's Index and the All-Urban Consumer Index) for the San Francisco-Oakland Metropolitan area for June of each year during the specified term over the same index for the previous year. Such increase or decrease, if any, shall become effective the first day of the month following the month during which the index producing such increase or decrease becomes available. The mileage reimbursement rate shall not exceed the maximum allowable business mileage reimbursement rate set by the Internal Revenue Service for that period, and shall not be less than the rate provided to non-bargaining unit employees.

**Section 22.3.** Employees are expected to exercise reasonable care with equipment (i.e. pagers, ID cards) assigned to them. In the event that equipment is damaged or lost due to employee negligence, the Company may require reimbursement from the employee for replacement or repairs.

**Section 22.4.** In the event of loss or damage of any equipment and/or supplies, the employee is required to report it to his or her immediate supervisor and, if necessary, file the appropriate police and insurance reports, all in a timely manner.

**Section 22.5.** Each photographer will be paid, per each work day worked where the use of the photographer's private vehicle is driven within the scope and course of his or her employment, the greater of \$20.00 or the reimbursement for actual miles driven in the scope and course of his/her employment; reimbursement will be based on the Company's prevailing mileage reimbursement rate.

**Section 22.6.** In lieu of reimbursement for business use of personal cell phone or internet data plan, for employees designated by the Editor as being required to be available by cell phone or to have an internet data plan for their cell phone, the Company shall either pay \$45.00 per month for cell phone and \$15.00 per month for internet data plan, or provide employees with a Company owned cell phone.

**ARTICLE XXIII  
INTERNET**

**Section 23.1.** The Company shall have the sole and exclusive right at any time to establish, abolish, or alter the practices or customs of personal use of the Company's email and personal use of the internet by employees while at work and to limit or restrict such practices or customs as the Company may determine.

**Section 23.2.** An employee shall obtain prior permission from the Company to operate or post to a Web site or blog or to create a blog or to blog or otherwise use the internet when it identifies the employee as associated with the Company and reveals the employee's personal opinions on newsworthy issues or if the employee is so well known in the community to be associated with the Company. Employees shall comply with the BANG-East Bay email, information use and confidentiality of data policy.

**ARTICLE XXIV  
NOTICE**

**Section 24.1.** Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by "Certified Mail, Return Receipt Requested," to the following addresses with respect to the Company and the Guild:

**Company:      Publisher**  
**Bay Area News Group-East Bay**  
**175 Lennon Lane, Suite 100**  
**Walnut Creek, CA 94598**

**Guild:            Executive Officer**  
**Pacific Media Workers Guild**  
**433 Natoma Street, 2<sup>nd</sup> Floor**  
**San Francisco, CA 94103**

**Section 24.2.** When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is mailed.

**Section 24.3.** Each employee covered by this Agreement shall be responsible at all times for having his or her correct address on file with the Company. Each employee shall, within two (2) weeks after the effective date of this Agreement, furnish to the Company in writing his or her complete address and telephone number, and shall within one (1) week of any subsequent change in either his or her address or telephone number inform the Company in writing of the change. The foregoing information in writing, including both the original information and all subsequent changes therein, shall be delivered in person to each employee's manager or sent by first class mail to the Company. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.

**Section 24.4.** All notices to employees to be given by the Company under this Agreement shall, except where some other method is specifically prescribed herein, be deemed to have been properly given if the employee is notified in person, either orally or in writing, or if notice is mailed to the employee's last address on file with the Company or is given by telephone to the

employee's last telephone number on file with the Company. If mailed, the notice shall be deemed to have been given on the day that it is mailed. In addition to the foregoing methods of giving notice to employees, the posting of written notice on the Company bulletin board, stationary or electronic, shall constitute proper notice in all cases, provided that the employee or employees concerned were present at work in the plant during some part of the time between the posting of the bulletin board notice and the commencement of the event being announced by the notice.

**Section 24.5.** When an employee gives notice of resignation to the Company, said notice shall be deemed to have been properly given when the employee informs his or her manager of the resignation in writing, excepting instances when the employee declines to give such written notice, in which cases notice will be deemed proper when the employee informs his or her manager verbally. Written notice may be sent via first class mail, or delivered in person to the manager. If mailed, the notice of resignation shall be deemed to have been given on the date that it was postmarked.

## **ARTICLE XXV HEALTH AND SAFETY**

**Section 25.1.** The Company shall ensure that Company premises are in accordance with federal and state health and safety laws.

**Section 25.2.** The Company will abide by federal and state laws regarding hazard communications and an employee's right to refuse hazardous or life-threatening assignments and will not retaliate against employees who exercise this right.

## **ARTICLE XXVI HOLIDAYS**

**Section 26.1.** The Company shall provide employees with the following paid holidays:

1. New Year's Day
2. Martin Luther King Day or Presidents Day (See Section 26.4)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Birthday Holiday

**Section 26.2.** Full-time employees shall be paid their regular straight time rate of pay for eight hours on a recognized holiday.



**Section 26.3.** Full-time employees who work a full shift on a recognized holiday shall be paid one and one-half their regular straight time rate of pay for hours actually worked on the holiday, plus the regular holiday pay for the day. For holiday pay purposes, the day worked will be the one on which the shift begins. An employee shall not be entitled to any benefits under this Article for a particular holiday unless the employee works the last regularly scheduled shift before the holiday and the first regularly scheduled shift after the holiday.

At the sole discretion of the Company, on occasion a holiday benefit is nonetheless paid even though there has been a failure to work as stated above. The Company has on occasion exercised such discretion by reviewing a number of interconnecting elements such as regular attendance, attendance before and after a weekend on other scheduled days off, easy verification of a legitimate reason for a failure to work the above stated last scheduled shift or shifts, and other similar considerations.

**Section 26.4.** With respect to the employee's choice to take either Martin Luther King Day or Presidents Day, employees by seniority will designate by no later than December 1<sup>st</sup> of the preceding calendar year which of the two days each individual employee prefers. Nonetheless, the Company's needs will be the overriding consideration despite a day an employee has selected.

**Section 26.5.** The holiday pay premium set forth in section 26.3 shall only apply to the shifts worked on the actual holiday, if different than the observed holiday.

## **ARTICLE XXVII CONFLICTS WITH LAW**

**Section 27.1.** In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## **ARTICLE XXVIII LEAVES OF ABSENCE**

**Section 28.1.** The Company can in its sole discretion grant an employee request for a leave of absence without pay for personal reasons. The granting of a leave of absence in one case shall not constitute a precedent binding upon the Company in any other case.

**Section 28.2.** Applications for leave of absence without pay shall be in writing and shall set forth the specific reason for and the exact length of the leave requested.

**Section 28.3.** Leaves of absence shall be limited to a maximum of three (3) months, except where military service is the reason. The Company may grant an extension of leave for good cause.

**Section 28.4.** An employee desiring to return to work before the termination of his or her leave of absence shall give the Company at least seven (7) days' notice in writing of his or her intention to return to work. Other than as mandated by state or federal law, leaves of absence shall not guarantee or constitute a promise that the employee will return to his or her prior assignment or location at the end of the leave.

**Section 28.5.** An employee failing to report to work at the end of his or her leave will be considered to have resigned voluntarily, and his or her employment shall terminate automatically unless excused by the Company.

**Section 28.6.** Limiting to only one employee at any one time, in the event an employee is elected or appointed to any Guild office, or office of a local of the Guild, such employee shall be given an unpaid leave of absence should the employee request such leave, and the employee shall be reinstated in a comparable or same position upon expiration of such leave if such position is available and the employee is qualified and able to fill. Employees who are on such a leave of absence for Guild work shall not continue to accrue vacation time and other benefits during such leave. Short-term unpaid Guild assignments (convention delegate, bargaining or subcommittee service) shall be granted with adequate notice and no loss in benefit accrual, per current practice.

**Section 28.7.** Although time off requested by an employee due to a death in his or her immediate family (including but not limited to a spouse, domestic partner, children and parents) is not considered to be a leave of absence, such requested time off will be granted and paid under the same terms, conditions and limitations extended to non-represented employees. Unpaid time off to attend a funeral or memorial service of a person not a member of an employee's immediate family may be granted at the discretion of the supervisor.

## **ARTICLE XXIX OUTSOURCING/ SUBCONTRACTING**

**Section 29.1.** The Company retains the right to subcontract work.

**Section 29.2.** The Company will notify the Guild of an initial decision to subcontract and/or otherwise outsource any bargaining unit work in advance of taking such action if, as an immediate consequence, a full-time staffer may be immediately (within thirty days) released from employment. The intent of such notification is to provide the Guild with the opportunity to request the Company to engage in non-binding discussions regarding alternatives acceptable to both parties. Such discussions shall not cause any delay not acceptable to the Company of its implementation of such action to subcontract or outsource bargaining unit work.

**Section 29.3.** The subcontracting and/or outsourcing of work shall include but in no manner or degree be limited to and/or restricted to the sharing of content and services with other newspapers and media, the content provided by "citizen journalists," content provided through "blogs" and reader comments/opinions, the content and services purchased through outside services, syndicates and independent providers and any content contributed by non-partisan community interest/action groups.

**Section 29.4.** In the event the Company wishes to exercise its right(s) to outsource and/or subcontract any work being performed by employees and if such anticipated action(s) may reasonably result in a layoff of employees, the Company shall notify the Guild within two weeks of anticipated action and bargain about the effects on employees to be laid off. Failure to reach an agreement within two weeks shall not delay the Company's action.

**ARTICLE XXX  
NO DISCRIMINATION**

**Section 30.1.** The parties agree to adhere to the principles of equal employment opportunity and to cooperate with each other in complying with all applicable federal, state and local laws and regulations relating to equal employment opportunity. The parties agree there shall be no discrimination against any employee based on race, color, religion, creed, national origin, political affiliation, gender, sexual orientation, age, disability, marital status, union membership or non-union membership or any other basis prohibited by applicable federal law.

**Section 30.2.** The standards set herein apply to the Company and its representatives and the Guild and its representatives.

**ARTICLE XXXI  
INFORMATION**

**Section 31.1.** The Company will, on a monthly basis, provide the Guild with: the name, address, date of hire, classification, minority status and rate of pay of each employee in the bargaining unit; the names of employees whose employment has terminated; the names of employees who have changed classification, the classification involved, the effective date of the change; the names of employees who have received an increase in pay, the type of increase, the amount of the increase, the resulting new salary, and the effective date of the increase. The information for any given month will be provided by the end of the first payroll following the end of each month. The Company shall also furnish the above information to the Guild in writing for all persons hired within ten (10) days of the applicable date of hire.

**ARTICLE XXXII  
MISCELLANEOUS**

**Section 32.1.** The Company shall maintain bulletin boards in all Bargaining Unit facilities for the Guild's exclusive use.

**Section 32.2.** Employees called to serve on a jury on days when they would otherwise be scheduled to work shall be paid the difference between jury service pay and their regular wages for a maximum of 10 days. Employees called to jury service shall notify their supervisor immediately upon notice to report for such service. An employee scheduled to start after 4 p.m. who serves a full day would be released from work.

**Section 32.3.** Current practices regarding company benefits and miscellaneous policies pertaining to adoption benefits, tuition reimbursement, access to discount subscriptions and classified ads shall continue to apply as provided to non-represented employees under the same terms, conditions and limitations.

**Section 32.4.** No employee shall be transferred to a non-represented affiliate enterprise of the Company without his or her consent. No employee may refuse a transfer to any represented affiliate enterprise within the Bay Area. There shall be no transfers without good business reason.

## **ARTICLE XXXIII BYLINES**

**Section 33.1.** An employee's byline or credit line shall not be used over the employee's protest which may be for journalistic reasons only.

**Section 33.2.** In the event of a substantive change in material submitted by the employee, the Company will make every reasonable effort to bring the change to the employee's attention prior to publication. An employee shall not be required to and shall not write, process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false. If a question arises as to the accuracy of printed material, the Company will continue its present practice of making every reasonable effort to discuss the matter with the employee prior to a correction or retraction being printed.

## **ARTICLE XXXIV TEMPORARY EMPLOYEES AND INTERNS**

**Section 34.1.** Notwithstanding terms of Article III excluding interns and other temporary employees from the bargaining unit, such persons may perform bargaining unit work subject to the limitations as provided in this Article XXXIV.

**Section 34.2** A temporary employee is a person hired for a special project or for a specified period of time, not to exceed 26 weeks. Such limit may be extended for up to an additional 26 weeks with notice to the Guild. In the case of temporary employees hired to fill in for a regular employee who is absent from work, including but not limited to intermittent leaves, military leaves or Guild leaves of extended duration, said temporary employee may be hired for the entire duration of the leave and/or absence. The Guild shall be notified in writing at the time a temporary employee is hired as to the nature of such project or the duration of such employment.

**Section 34.3.** Except as may be otherwise provided in this Agreement, temporary employees and interns shall not be eligible for benefits and shall not have access to the grievance and arbitration procedure.

**Section 34.4.** The parties recognize the value of an internship program that provides students of journalism an opportunity to work in the real world as an important step toward achieving a more rounded education than might otherwise be accomplished through classroom experiences only.

**Section 34.5.** An internship is an educational work experience designed for an individual student or recent graduate during which the intern performs bargaining unit work under the guidance of BANG-EB employees. The Company shall notify the Guild in advance of such hiring, said notice to include the name, college/school if applicable, expected duration of employment and expected initial work site and assignment. It is understood that the work site and assignment of interns are subject to change at the discretion of the Company.

**Section 34.6.** The Company shall have the right to employ up to twelve (12) interns for short-term duration, generally the length of a semester or academic quarter, but in no case more than twenty-six (26) weeks. This period may be extended for up to an additional twenty-six (26) weeks, with advance notice to the Guild.

**Section 34.7.** Interns shall generally be paid no less than the applicable state or federal minimum wage and reimbursed for reasonable and legitimate expenses incurred in the Company's service, regardless of whether they are compensated by the Company or by another organization. However, under circumstances where an internship or fellowship program provides academic course credit, and/or otherwise dictates compensation and other terms and conditions of the program, an internship may be unpaid. Likewise, neither this provision, nor the limits set forth in subparagraph 34.6 are intended to preclude the Company from entering into an agreement with an academic institution where a class or group of classes submit content as part of an academic program.

## **ARTICLE XXXV MILITARY SERVICE**

**Section 35.1.** The Company shall comply with all state and federal laws concerning military leave, including but not limited to the Uniform Services Employment and Re-Employment Rights Act of 1994.

**Section 35.2.** An employee while on an approved military leave as described above shall upon advance, written request be paid any accrued unused vacation time in one (1) lump sum or as would be paid as if on vacation. Such lump sum pay is available for military leaves extending for periods of two (2) weeks or more.

## **ARTICLE XXXVI OUTSIDE ACTIVITIES**

**Section 36.1.** The parties acknowledge that the Company must maintain the public trust and the highest degree of integrity with a strong reputation for fairness and impartiality in reporting the news and its business operations. In order to accomplish this, there are certain safeguards that must apply with respect to outside employment and activities to the Company employees. Employees must first obtain written approval of their division director prior to accepting outside employment. Limitations on outside employment include, but are not limited to: a) Employment that conflicts with your work schedule, duties and responsibilities; b) Employment that creates a conflict of interest or is incompatible with your employment with the Company; c) Employment that impairs or has a detrimental effect on your work; d) Employment that requires you to conduct your work or related activities on the Company's property during your working hours or using the Company's facilities or equipment; or e) Employment that competes with the business or the interests of the Company.

**Section 36.2.** The Company encourages its employees to be involved in community organizations. However, where such involvements affect or impact, or may affect or impact, the reputation, integrity or appearance of fairness of the Company, written approval of the Executive Editor must be obtained. Employees are encouraged to discuss such involvements in outside activities with their editor/supervisor ahead of time, in order to avoid conflicts in the future.

**Section 36.3.** To further reduce even the appearance of a conflict of interest, employees are encouraged to avoid positions that entail seeking publicity for their group or community organization. Recognizing that it is not possible to foresee all conflicts that could emerge, employees are expected to be alert to involvement that may affect or impact the reputation,

integrity or appearance of fairness with the Company, and, when they surface, bring them to the attention of their editor/supervisor.

**Section 36.4.** The parties acknowledge and agree that maintaining and enforcing the Editorial Ethics Policy, which the Company may revise and update from time to time, is an “essential enterprise related interest” of the Company and that all editorial employees shall sign an acknowledgment that they have received and understand the Editorial Ethics Policy.

**ARTICLE XXXVII  
DISCLOSURE AND AUTHENTICATION**

**Section 37.1.** The Company will continue its present policy of not requiring an employee to yield custody or make disclosure of information, notes, documents, films, or other materials to any person other than the editor or his representative except as required by law. The editor shall notify the employee concerned of any demand on the editor for such surrender or disclosure of authentication. However the decision regarding disclosure or surrender of such materials remains at the discretion of the Company.

**Section 37.2.** Should any employee be proceeded against under law because of refusal to make disclosure or authenticate such materials, the Company shall continue its present policy of providing assistance including legal fees, payment of damages, and reimbursement for any loss of pay provided that the employee was acting in the scope of this agency.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11<sup>th</sup> day of August, 2016.

**Bay Area News Group - East Bay**

**Pacific Media Workers Guild**

\_\_\_\_\_  
Marshall Anstandig

\_\_\_\_\_  
George Kelly, unit chair BANG-East Bay

\_\_\_\_\_  
Carl Hall, Executive Officer

\_\_\_\_\_  
Kathleen Anderson, Administrative Officer

**MEMORANDUM OF AGREEMENT  
(Consolidation of Newsrooms)**

1. The Guild acknowledges that Bay Area News Group, including the Bay Area News Group East Bay, intends to consolidate its editorial and news gathering functions. This consolidation may involve the relocation of Company employees to other Bay Area News Group facilities, the relocation of non-represented employees of other Bay Area News Group entities to the Company's facilities, the creation of consolidated editorial departments and teams consisting of represented and non-represented employees that may report to Bay Area News Group East Bay managers or managers from other Bay Area News Group entities, and joint training and other consolidated initiatives (hereinafter collectively referred to as "Consolidated Editorial Efforts").

2. The Company may direct its Guild represented editorial employees to participate in Consolidated Editorial Efforts, alone or in combination with employees from other Bay Area News Group entities, for the purpose of generating editorial and other content, and facilitating, processing, or supporting editorial and news gathering functions for the Bay Area News Group East Bay and/or other Bay Area News Group entities. Notwithstanding anything in this Agreement or any asserted practices to the contrary, such direction and participation in Consolidated Editorial Efforts by Bay Area News Group East Bay employees shall not be deemed an assignment of or grant of jurisdiction to the Guild over any such work. Such direction and participation in Consolidated Editorial Efforts by Bay Area News Group East Bay employees shall not be used by the Guild as evidence, directly or indirectly, in any proceeding of any kind or nature, including without limitation, any arbitration or NLRB proceeding, to advance any claim, including claims asserting (a) jurisdiction over such work or job functions and/or representational rights over any non-represented employees of other Bay Area News Group entities, (b) accretion, single employer, or alter ego status with respect to the Company and any other Bay Area News Group entity, including but not limited to Bay Area News Group East Bay, whether such claims are brought during the term of or after the expiration of any collective bargaining agreement between the Bay Area News Group East Bay and the Guild.

3. Nothing in this Agreement grants to, assigns to or in any way gives to the Guild or recognizes the Guild as having any jurisdiction over work or job functions performed by employees of other Bay Area News Group entities or representational rights over employees of other Bay Area News Group entities. The consolidation of the Bay Area News Group editorial and news gathering functions, and/or the participation of Bay Area News Group East Bay employees in Consolidated Editorial Efforts, along with this Agreement itself, shall not be used by the Guild as evidence, directly or indirectly, in any proceeding of any kind or nature, including without limitation, any arbitration or NLRB proceeding, to advance any claim, including claims asserting (a) jurisdiction over such work or job functions and/or representational rights over any non-represented employees of other Bay Area News Group entities, (b) accretion, single employer, or alter ego status with respect to the Company and any other Bay Area News Group entity, including but not limited to Bay Area News Group East Bay, whether such claims are brought during the term of or after the expiration of any collective bargaining agreement between the Bay Area News Group East Bay and the Guild.

4. Nothing herein shall prevent either party from asserting any and all rights after the expiration of this Agreement and its successor agreement, or for a period of four years, whichever is greater ("the MOA Term"). However, in asserting those rights, neither party will rely on evidence of events taking place during the MOA Term, but will instead rely on evidence of events taking place after the expiration of the MOA Term.

5. Notwithstanding anything contained herein, the Company agrees that it will not involuntarily transfer or permanently assign any Bay Area News Group East Bay bargaining unit employee to another Bay Area News Group entity as a result of this consolidation.