

AGREEMENT

between

MAUI PUBLISHING COMPANY, Ltd.

and

PACIFIC MEDIA WORKERS GUILD, LOCAL 39521  
Chartered by the Communications Workers of America, AFL-CIO

August 1, 2012 - November 30, 2014  
with  
Memorandum of Agreement, December 1, 2014 - May 31, 2016  
and  
Memorandum of Agreement, April 10, 2018 - April 9, 2020

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## AGREEMENT

THIS AGREEMENT, made and entered into by and between the MAUI PUBLISHING CO., LTD., hereinafter referred to as the "Company" and the PACIFIC MEDIA WORKERS GUILD, LOCAL 39521, chartered by the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Guild," for itself and on behalf of the employees of the Company described in Section 2:

WITNESSETH:

### Section 1. UNION RECOGNITION AND UNION SECURITY

1.1 The Company recognizes the Guild as the sole and exclusive collective bargaining agent for all employees covered by this agreement.

1.2 Each employee covered by this agreement who was a member of the Guild on the effective date of this agreement or who becomes a member thereafter shall remain a member thereof for the duration of this agreement.

1.3 New employees shall, immediately following the expiration of thirty (30) calendar days after commencing employment with the Company, choose as a condition of continued employment one of the following options:

(a) Become and remain a member of the Guild to the extent of paying an initiation fee and membership dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild; or

(b) Pay to the Guild (by means of an Exhibit "B," Authorization Form for Deduction of Guild Dues Out of Wages, attached hereto and made a part hereof) for the Guild's negotiation and administration of the collective bargaining agreement on such employee's behalf, an amount equal to the current Guild initiation fee and monthly amount equal to the membership dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild.

### Section 2. COVERAGE

2.1 All employees at the Company's locations on Maui, Hawaii, in the Editorial Department, Circulation Department, Advertising Department, Business Office and Maintenance Department.

2.2 Exempt from the provisions of this agreement shall be: Editor, News Editor, Advertising Manager, Circulation Manager, Office Manager, Confidential employees as defined by the NLRB, Space and Piece Writers, provided that these exemptions shall not perform the work which is within the normal jurisdiction of the Guild as described below.

(a) The Advertising Manager may perform limited duties listed below, but he/she will not replace or displace any Guild-covered bargaining unit member.

(1) The Advertising Manager may accompany a salesperson on sales calls to give special attention to an advertiser or prospective advertiser, to review a territory, or to provide training.

(2) The Advertising Manager may make special calls to high level decision-makers of major accounts, such as general managers or CEO's. Such special calls will be designed to supplement the work of a sales person and will not include normal servicing.

2.3 Jurisdiction. The kind of work either normally or presently performed within the unit covered by this agreement, and any new additional work either (1) assigned to be performed within the unit, or (2) of the same nature in either skill or function as the kind of work normally or presently performed in the said unit is recognized as the jurisdiction of the Guild, and the performance of such work shall be assigned to employees of the Company within the Guild's jurisdiction.

2.4 The Guild shall be given three (3) months notice of intent to introduce new or modified equipment, machines, apparatus, or processes, which will create new job classifications or alter the job content of existing job classifications. The parties shall immediately enter into negotiations to decide the time and procedures for the introduction of such new or modified equipment, machines, apparatus, or processes.

2.5 No employee on the payroll can be laid off as a result of such introduction. If the parties cannot come to such agreement, the matter shall be referred to the arbitration subsection in Section 24 of this agreement.

### Section 3. EMPLOYEE DATA

3.1 The Company shall supply the Guild upon the signing of this agreement and semi-annually thereafter, a list containing the following information for all employees in the bargaining unit:

(a) Name, address, sex, date of birth, date of hire, classification, experience rating, experience anniversary, salary and social security number.

(b) All merit increases granted, by name, individual amount, resulting new salary and effective date.

(c) Step-up increases paid by name, individual amount, resulting new salary and effective date.

(d) Changes in classifications, salary changes and effective date.

(e) Resignations, retirements and any other revisions in the data supplied in the first paragraph of this section, and effective date.

3.2 Within one (1) week after the hiring of a new employee, the Company shall furnish the Guild in writing with the data specified in the first paragraph of this section.

#### Section 4. DISCIPLINE OR DISCHARGE

4.1 Employees shall be subject to discipline or discharge for just and sufficient cause. The Guild and the disciplined or discharged employee shall be furnished the reason thereof in writing within forty-eight (48) hours.

4.2 Employees on probation as defined in Section 5, may be summarily discharged.

4.3 In any case of discipline or discharge where the arbitrator finds that such discipline or discharge was improper or excessive, such discipline or discharge may be set aside, reduced or otherwise changed by the arbitrator under Section 24 (Grievance Procedure). If the penalty is set aside, reduced or otherwise changed, the arbitrator, in his or her discretion, may award back pay to compensate the employee, wholly or partially for any wages lost because of the penalty. If a back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the penalty is in effect shall be deducted by the arbitrator in determining the amount of award.

4.4 Warning letters, record(s) of other disciplinary action and derogatory information will not be considered in matters concerning any employee covered by this Agreement after a period of two (2) years following the date of the letter, action or information.

4.5 There shall be no dismissals as the result of putting this agreement into effect.

#### Section 5. SENIORITY

5.1 An employee shall be considered to be on probation until the completion of three (3) months of service with the Company, however, the three (3) months probationary period may be extended to six (6) months provided the Company notifies the employee and the Guild of this extension before the completion of two (2) months of employment.

5.2 There shall be no layoff, or reduction of hours until the Guild has been given sufficient proof that such action is necessary and at least three (3) months notice of such justification. The Guild and the Company shall immediately enter into negotiations to establish the time and procedures for such layoffs, in accordance with the seniority provisions of this agreement. **GUILD ANNOTATION: Article 5.2 is waived from April 10, 2018, until April 8, 2020, and reinstated on April 9, 2020 (See Memorandum of Agreement dated April 10, 2018).**

5.3 In case of layoff or recall after such layoff, length of continuous service with the Company shall govern where employees are competent to perform the job. This principle of seniority shall not apply to any employee until the employee shall have completed the probationary period in accordance with this section.

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

5.5 Notice of all job vacancies or openings shall be posted on all bulletin boards throughout the Company's premises for seven (7) calendar days in advance of filling such vacancies or interviewing from outside the Company, for the purpose of filling these jobs with present employees

whenever possible. In making promotions or transfers to fill such vacancies, the Company will consider the qualifications of the employees for the job. If there is no material difference in the relevant factors (such as merit, ability, performance and turnout), length of continuous service with the Company will govern. This subsection shall not be considered to preclude temporary transfers and/or hires to fill such job vacancies in an emergency.

5.6 The Company will provide training whenever new equipment, machines, apparatus or processes are introduced to upgrade the skills of employees. Such company required training will be during regular working hours on Company time and at Company expense. Whenever such training is scheduled on an employee's regular day off, the Company may schedule the employee to attend the training on overtime for all hours worked with a minimum of two (2) hours for each day of training.

### Section 6. DISCRIMINATION

6.1 The Company shall not discriminate against any employee because of membership in the Guild or for legitimate Guild activity; provided, however, that such activity shall not be unreasonably conducted during working hours or be allowed to unreasonably interfere with the conduct of the Company's operations. Both parties agree that neither party, nor any of the Guild's Officers or members, nor any of the Company's executives or agents, will attempt to intimidate or coerce employees into joining or not joining the Guild.

6.2 Neither the Company nor the Guild shall discriminate against any person because of age, sex, race, religion, color, national origin, marital or parental status, family relationship, sexual preference, political belief, disability, or veteran status.

### Section 7. BULLETIN BOARDS

The Company agrees to provide an adequate number of bulletin boards suitably placed for the use of the Guild.

### Section 8. HOLIDAYS

8.1 The following holidays falling in a regular employee's regularly scheduled workweek shall be paid for at the regular rate of pay, provided the employee reports for work on the workday preceding the holiday and on the workday following the holiday, unless the employee had been excused from work on these days by the Company.

New Year's Day	Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Employee's Anniversary Date
Independence Day	Employee's Birthday
Labor Day	

8.2 Two (2) holidays of each employee's choice shall be added to the above-designated holidays and the actual day shall be at the employee's choice and by mutual agreement. Effective January 1, 2013, paid holiday of an employee's choice will be reduced to one (1) holiday of an employee's choice.

8.3 When an employee is required to work on any of the designated holidays, the employee shall be paid one and one-half (1-1/2) times the employee's straight time rate of pay for a full normal workday.

8.4 When any of the designated holidays (except Employee's Birthday and Anniversary Date) falls on a Sunday, the following Monday shall be considered a holiday.

8.5 If any of the designated holidays falls on an employee's day off or within an employee's vacation period, the employee shall receive an extra day off with pay or pay in lieu thereof.

8.6 In no event shall an employee be required to observe two (2) holidays on the same day.

8.7 The Company shall not change an employee's off-day in order for the employee to take advantage of this section, nor shall the Company change an employee's off-day in order to deprive an employee of the benefits of this section.

8.8 The scheduled holiday shift shall consist of five (5) hours for which a full day's pay will be paid, in addition to the employee's holiday pay. Employees shall be paid at least one and one-half (1-1/2) times their straight time hourly rate for all hours worked on any such holiday except that for work performed in excess of seven and one-half (7-1/2) hours in any such day, the rate of pay shall be two (2) times the straight time rate for such excess. Any employee who is permitted, on the employee's own request, to work less than five (5) hours shall be paid at the rate of one and one-half (1-1/2) times the straight time rate for hours worked, in addition to the employee's holiday pay.

#### Section 9. WORKWEEK, HOURS, OVERTIME, CALLBACK AND TRAVEL TIME

9.1 Seven and one-quarter (7-1/4) consecutive hours shall constitute a workday, and thirty-six and one-quarter (36-1/4) hours falling within five (5) days of the Sunday through Saturday workweek shall constitute a workweek. Effective July 31, 2014, seven and one-half (7-1/2) consecutive hours shall constitute a workday, and thirty-seven and one-half (37-1/2) hours falling within five (5) days of the Sunday through Saturday workweek shall constitute a workweek.

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

9.3 Posting of Hours. Work schedules for all employees covered by this agreement shall be posted prior to the quitting time in each department on the Friday preceding the following workweek to which the schedule applies.

9.4 An employee's schedule of working days and starting times may be changed at any time where an employee is required to cover a regularly scheduled position due to the absence of a regular employee because of failure to report, sickness, leave of absence or discharge. The Employee's scheduled starting and quitting time may also be changed upon notice to the employee before the employee's quitting time on the day prior to the change. All such changes referred to in this paragraph are to be paid for at the overtime rate of pay, unless notice is given according to the "Posting of Hours" paragraph of this section.

9.5 Insofar as practical, the days off shall be regular and consecutive.

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

#### 9.7 Overtime

(a) All work performed in excess of forty (40) straight time hours within one (1) workweek (exclusive of meal periods) shall be paid for at one and one-half (1-1/2) times the employee's straight time hourly rate.

(b) Overtime work shall be paid for at one and one-half (1-1/2) times the basic straight time hourly rate.

(c) Overtime shall not be credited to an employee unless such overtime was authorized or ordered by the Company. In the event it is necessary to work overtime to complete an essential assignment and overtime authorization is not available, the employee may complete the assignment and then report the overtime to his/her supervisor as soon as possible but no later than the start of his/her next shift. Such overtime will then be credited and paid.

(d) The basic straight time hourly rate shall be the employee's regular weekly salary, including any premium payment for such week, divided by thirty-six and one-quarter (36-1/4) hours and effective 7/31/14 divided by thirty-seven and one-half (37-1/2) hours.

(e) A record of overtime shall be kept by the Company and shall be available to the employee and the Guild upon request.

9.8 Callback. When an employee is called back to work after the employee's regular workday or on the employee's regular day off, the employee shall be paid two (2) hours minimum plus travel time to and from home. Callback shall be regarded as overtime and shall not be included as part of the employee's regular scheduled workweek. It is understood that the callback provisions do not apply where there is no break in continuity of work performed, nor do they apply where the employee was notified prior to leaving the building after a regular shift.

9.9 Shift Differentials. A shift beginning and ending after 6 p.m. and before 7 a.m. shall receive a night shift premium of \$4.00 per shift.

9.10 Claiming of Shifts. Claiming of shifts shall be in each department/classification by seniority/priority with two weeks' notice of change of shift required.

9.11 Time Between Shifts. There shall not be less than ten (10) hours between an employee's regularly scheduled shifts.

#### 9.12 Travel Time

(a) Time required to reach or return from an assignment on the Island of Maui shall be paid for at the prevailing rate for the time the employee is engaged in such travel. On assignments outside the Island of Maui, the employee shall be paid for the actual time required to reach the destination and the actual time required to return; provided, however, that if the travel requires more than seven and one-quarter (7-1/4) hours in any one day and effective 7/31/14 seven and one-half (7-1/2) hours in any one day, the employee shall receive seven and one-quarter (7-1/4) hours pay and effective 7/31/14 seven and one-half (7-1/2) hours pay at the straight time rate for each twenty-four (24) hours of such travel.



(b) Employees on assignments outside the Island of Maui shall be allowed credit for a full seven and one-quarter (7-1/4) hours whether or not the full seven and one-quarter (7-1/4) hours are worked. Effective 7/31/14, employees on assignments outside the island of Maui shall be allowed credit for a full seven and one-half (7-1/2) hours, whether or not the full seven and one-half (7-1/2) hours are worked.

(c) Overtime worked on assignments outside the Island of Maui shall be paid for at the regular overtime rate. Employees on such assignments shall furnish the Company with a statement of overtime hours worked within seventy-two (72) hours after returning from such assignment.

#### Section 10. MINIMUM SALARIES AND EXPERIENCE DEFINITIONS, CLASSIFICATIONS AND SALARY SCHEDULES

10.1 The Classification of employees and the rates of pay for such classifications are shown in Exhibit "A" attached thereto and made a part hereof.

10.2 There shall be no reduction in salaries. The term "salaries" means all forms of compensation, including the basis and rates for computing commissions and bonuses.

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

10.4 Experience in respect to editorial employees who write or edit news, shall include all regular employment on any daily or bi-weekly newspaper, news or feature syndicate press association or recognized magazines. Experience in respect to artists shall include all regular employment on any daily or bi-weekly newspaper or recognized news magazine or corresponding experience in comparable businesses.

10.5 Experience in respect to advertising department employees shall include all regular employment on any daily or bi-weekly newspaper or recognized magazine.

10.6 Experience in respect to other employees shall include all regular employment on any daily or bi-weekly newspaper or recognized magazine or in other businesses in which they perform work similar in character to that required by the Company.

10.7 In the case of any employee hired after the date at which this agreement becomes effective, the amount of credit allowed for experience shall be as specified in this section upon the basis of work experience data required of and furnished by the employee at the time of hire. The Company shall immediately notify the Guild of such employee's placement in the job classification.

10.8 In the event any new job is established or the job content of an existing job is substantially changed, the Company shall notify the Guild with a copy of the job description of the new or changed job and rates. If after such re-evaluation of an existing job or establishment of a new job and after a trial period of sixty (60) days, there is a dispute concerning the appropriateness of the rate set, such dispute shall be handled in accordance with Section 24 (Grievance Procedure). Any readjustments resulting will be retroactive to the date of change.

10.9 Salaries shall be paid bi-weekly.

## Section 11. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

### 11.1 Part-Time Employees

(a) Part-time employees shall be on an hourly basis. The hourly rate shall be computed on the basis of the weekly salary in accordance with Exhibit "A" (Classification & Salary Schedule) of this agreement.

(b) Part-time employees shall be defined as those who work normally an average of seventy-five (75) percent or less of the hours in the scheduled workweek.

(c) Employees who work less than or equal to 50% of the full-time hours are prorated benefits at 50% of the full-time rate for vacation and sick leave benefits.

(d) Employees who work less than 75% but more than 50% of the full-time hours are prorated at 75% of the full-time rate for vacations and sick leave benefits.

(e) Part-time employees are treated as full-time employees for all other fringe benefits in the contract.

(f) Part-time employees will not be hired for the purpose of reducing the work opportunity of regular employees below the normal workweek of 36-1/4 hours and effective 7/31/14 37-1/2 hour work week. Full-time jobs shall not be fragmented into part-time jobs and present part-time employees shall be given first priority on future full-time jobs within each department or within the same or similar work classifications.

11.2 Temporary Employees. A temporary employee is defined as one who is employed to work on contests, campaigns, elections, or for other transient purposes, to work on a specified assignment whose term of service does not exceed ninety (90) days, or to substitute for a regular employee on maternity leave or other short term leave of absence.

11.3 Temporary employees shall be covered by the following sections of the Agreement: 1, 2, 3, 6, 7, 8.8, 9, 10, 11, 12, 13, 19, 20, 21, 23, 24, 31, 32, 33, 34, 35, 36, 37, 38, 39, and Exhibit "A".

## Section 12. AUTOMOBILE ALLOWANCE

12.1 The Company shall pay all Reporters, the Sports Editors, Outside Advertising Salespersons, and other employees who are designated by the Company as being required to use their personal automobiles for business purposes actual mileage at the IRS standard automobile allowance rate set each year, for each mile traveled on Company business each week.

## Section 13. OTHER EXPENSES

Expenses incurred by the employee in the service of the Company shall be paid by the Company when approved by the Company.

## Section 14. VACATIONS

14.1 Employees who have been employed for a period of twelve (12) months or more and who have worked two hundred (200) straight time shifts within the preceding twelve (12) months shall, on their anniversary date of employment, be entitled to a vacation of two (2) weeks with pay computed on the basis of their weekly straight time rate of pay.

14.2 Employees who have been employed for a period of three (3) years or more and who have worked two hundred (200) straight time shifts within the preceding twelve (12) months shall, on their anniversary date of employment, be entitled to a vacation of three (3) weeks with pay computed on the basis of their weekly straight time rate of pay.

14.3 Employees who have been employed for a period of nine (9) years or more and who have worked two hundred (200) straight time shifts within the preceding twelve (12) months, shall, on their anniversary date of employment, be entitled to a vacation of four (4) weeks with pay computed on the basis of their weekly straight time rate of pay.

14.4 Employees who have been employed for a period of twenty (20) years of service or more and who have worked two hundred (200) straight time shifts within the preceding twelve (12) months shall, on their anniversary date of employment, be entitled to a vacation of five (5) weeks with pay computed on the basis of their weekly straight time rate of pay.

(a) Effective January 1, 2013, the provisions of the above paragraph will be eliminated, however, any employees who have qualified for a fifth week of vacation as of January 1, 2013, shall retain that eligibility.

14.5 Employees who do not qualify for a paid vacation under the foregoing provision, shall be entitled to a prorated vacation prorated on the basis of hours actually worked and hours normally worked on a regular shift, based also on the employee's length of service with the Company.

14.6 Time lost while on sick leave shall count as time worked for all employees.

14.7 Scheduling of Vacations. All vacations to be earned and all vacations earned shall be posted on each bulletin board in each department by December 31st of the preceding year. Employees may sign up for vacation times by seniority/priority in each department by March 31st of each year. Employees who have not signed up for his/her vacation by June 1st of each year, or have not requested in writing for an accumulation of vacation to the next year shall come before a committee of the Chairperson of the Union and the Supervisor of the employee's Department and the parties shall schedule a vacation. Not more than three (3) weeks of vacation may be carried from one anniversary year to the next. In the event of an emergency, an employee's scheduled vacation may be changed only once, and any further scheduling of vacations for that year shall be taken as scheduled. All vacation scheduling shall be by mutual consent and by seniority/priority for employees who schedule their vacations prior to June 1st.

14.8 No employee shall be required to use any of the employee's accrued vacation benefits while such employee is suffering from a bona fide illness or injury.

14.9 Pay for vacations shall be at the rate which the employee is receiving at the time the employee's vacation starts. On request, the employees shall be given their vacation checks one (1) week prior to commencement of their vacation.

14.10 In the event of the death of an employee, pay in full for any vacation due the employee, including pro rata credits earned within that same year shall be due and payable to the beneficiary designated by the employee, or if no beneficiary has been named, to the employee's estate, within one (1) week.

Section 15. SICK LEAVE

15.1 (a) The Company will grant sick leave at full pay for all employees under the following formula:

(Such sick leave will be at full pay and will start as of the first day of illness or injury.)

Less than 3 years of service .....	3 weeks per year
3 years but less than 4 years .....	4 weeks per year
4 years but less than 5 years .....	5 weeks per year
5 years but less than 6 years .....	6 weeks per year
6 years but less than 7 years .....	7 weeks per year
7 years but less than 8 years .....	8 weeks per year
8 years but less than 9 years .....	9 weeks per year
9 years but less than 10 years .....	10 weeks per year
10 years and over .....	12 weeks per year

(b) Effective January 1, 2013, replace the existing schedule with the following:

Less than 3 years of service.....	3 weeks per year
3 years but less than 4 years.....	4 weeks per year
4 years but less than 5 years.....	5 weeks per year
5 years but less than 6 years.....	6 weeks per year
6 years and over.....	7 weeks per year

15.2 The Company shall pay sick leave for any absences due to a non-work related illness or injury, for any unpaid waiting period for Workers' Compensation benefits and for any illness or injury covered by Hawaii Temporary Disability Law (TDI). Any employee absent due to a illness or injury covered by TDI shall also receive fifty-eight percent (58%) of their salary once paid sick leave is exhausted up to a maximum of fourteen (14) weeks from the start of the disability period.

15.3 A joint review committee will be established with representatives of three Company appointees and three union appointees (one from each union), who shall have the right to question apparent sick leave abuses or heavy sick leave utilization. An employee found abusing the sick leave provisions of the contract shall be subject to discipline or discharge by majority vote of the committee.

15.4 Bonus Days Off for Perfect Attendance

(a) After an employee's first full year of perfect attendance, the employee will receive one (1) bonus day off with full pay.

(b) After an employee's second consecutive year of perfect attendance, the employee shall receive two (2) bonus days off with full pay.

(c) After an employee's third (3rd), and in each subsequent year of perfect attendance, the employee shall receive three (3) bonus days off with full pay for each such year of perfect attendance.

(d) Bonus days off shall be scheduled in the same manner as vacations are scheduled.

15.5 Sick leave shall be granted according to each employee's years of service. Sick leave is tracked on an anniversary year basis. The Company provides for full after-tax pay (full pay and then taxes that are normally taken out are deducted to establish full after-tax pay) during eligible periods of sick leave and during periods of TDI benefits.

#### Section 16. SEVERANCE PAY

16.1 When an employee covered by this agreement is terminated for other than just and sufficient cause, resignation or death, the employee shall receive three (3) weeks' severance pay per completed year of service, or major fraction thereof up to a maximum of fifty-two (52) weeks. Any employee so severed shall receive a minimum of five (5) weeks notice or five (5) weeks straight time wages in lieu thereof.

16.2 An employee severed and thereafter recalled within a period less than the period of weeks for which severance allowances was computed shall reimburse the Company for that amount of severance pay in excess of any amount the employee would have earned, computed on a weekly straight time salary basis, had the employee not lost the situation. Reimbursement shall be made on the basis of at least one (1) week of severance pay during each month of employment after recall.

16.3 Any employee hired after July 31, 2012, who is terminated for other than just and sufficient cause, resignation or death, the employee shall receive one (1) week severance pay per completed year of service, or major fraction thereof up to a maximum of twenty-six (26) weeks of pay, with a minimum of five (5) weeks of pay.

#### Section 17. LEAVES OF ABSENCE

17.1 The Company may grant regular full-time employees in good standing who have completed one (1) or more years of accumulated service, leaves of absence without pay for such period as may be agreed upon by the Company and the individual.

17.2 Authorized absences for a period of up to five (5) weeks within a twelve (12)-month period shall not be used to extend the vacation eligibility date.

17.3 Employees taking leave of absence of more than one (1) month, except in cases of emergency, must complete one (1) year of service from the date of return to work to be eligible for another leave of absence.

17.4 Leaves of absence, granted in writing, shall not count as breaks in continuity of service, but the time spent on such leaves of absence shall not be considered service time in computing sickness pay, severance payments or vacations.

17.5 If an employee is elected or appointed to an office of The Newspaper Guild or the AFL-CIO, CLC, or an office of a local of The Newspaper Guild, or an office of any organization with

which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence and shall be reinstated in the same or comparable position upon the expiration of such leave as long as the employee's absence does not unduly interfere with the Company's operation and further that no more than one (1) employee shall be on such leave at any one time.

17.6 Union leaves of absence shall not count as breaks in continuous service. Such leaves shall be considered service time in computing all benefits.

17.7 Military leave of absence without pay shall be granted to all regular employees who are inducted or called into any branch of military service of the United States.

#### Section 18. MATERNITY LEAVE

18.1 Employees shall be eligible for maternity leave, for a period not to exceed six (6) months. Such employees shall be entitled to reinstatement in the same or comparable job, provided they make an application on or prior to three (3) months after delivery. Such maternity leave may be extended by mutual consent.

18.2 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated the same as other temporary disabilities under the provisions of the Sick Leave Section, Section 15, of this agreement.

18.3 It is agreed that the Maternity Leave section will be administered in the following manner: The employee on Maternity Leave is paid sick leave from the date that her doctor notifies the Company that she is unable to work. She is then on Maternity Leave. During this Maternity Leave she will be paid full pay from her earned sick leave benefits until six (6) weeks after delivery. Should the employee exhaust her sick leave benefits during this period of time, she shall then be paid one hundred percent (100%) of her pay as Temporary Disability Benefits up through and including six (6) weeks after delivery.

18.4 Should the employee experience complications and it is confirmed by her doctor, the employee will receive one hundred percent (100%) of her pay during this period of complications, from either sick leave benefits or Temporary Disability Benefits subject to the twenty-six (26)-week limitation.

18.5 Paternity Leave. Paternity leave, not to exceed six (6) months, without pay, shall be granted a father in cases of adoption or birth of a child.

#### Section 19. OUTSIDE ACTIVITY

Employees shall be free to engage in activities on their own time not performed by enterprises in direct competition with the employee's job at the Company. Without permission from the Company or its representatives, no employee may use the name of the Company or the employee's connection with the Company to exploit in any way such outside activities. The Company shall be notified in writing, in advance of such use. Such outside activities shall not interfere with the employee's availability for special assignment and overtime.

## Section 20. BY-LINES

The Company shall not use the employee's by-line over the employee's advance protests.

## Section 21. RE-USE AND SYNDICATION

Should the Company sell an employee's work, the Company will reimburse the employee at a mutually acceptable rate.

## Section 22. TRANSFERS AND PROMOTIONS

22.1 An employee may not be transferred from one classification to another or from one city to another (off the Island of Maui) without the employee's consent and full payment of all moving costs. An employee promoted to a higher classification or to a management position may be returned to the employee's original classification at any time during the ensuing six (6) months following the promotion, but shall be considered to be permanently in the higher classification after six (6) months' service therein.

22.2 If an employee is transferred to a lower paid position, such employee shall receive the higher rate. If so transferred to a higher paid classification (for other than training purposes) and performing substantially all of the work of that classification for one (1) day or more, such employee shall be paid on the basis of the next higher step up of the classification from the employee's present rate or a minimum of ten dollars (\$10.00) per shift, whichever is greater. Employees transferred to a lower classification either through the employee's choosing or bumping shall be paid at the lower classification rate directly under the employee's present rate of pay.

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

22.4 A swing person is defined as an employee assigned to perform substantially the work of any managerial employee during temporary absence or vacation. An employee so assigned shall receive ten dollars (\$10.00) per shift, in addition to the employee's regular salary, provided that the duties and responsibilities of the individual who is being replaced are substantially performed by the employee and not distributed amongst two or more employees.

## Section 23. DEDUCTION OF UNION DUES FROM WAGES

23.1 The Company agrees to deduct from the earnings of members of the Guild and from those employees who are otherwise required to pay an amount equivalent to dues to the Guild under Section 1 of this agreement, who shall so request in writing, an initiation fee, dues and assessments in amounts as certified to the Company by the Guild in writing. Such written requests shall be upon a form identical with the attached form marked Exhibit "B." The Company will check off the dues in accordance with the list furnished by the Guild and remit to the Guild once each month.

23.2 In requesting deductions for "assessments" as used in the dues deduction authorization form of this agreement, the Guild will restrict such request to assessments assessed on all employees and members referred to above, on a percentage basis as an incident of dues payment to the Guild. The deduction of assessments and transmission to the Guild shall not be made unless such

assessment constitutes "payment of membership dues in a labor organization" within the meaning of Section 302(c)(4) of the Labor-Management Relations Act of 1947, as amended.

23.3 In case any employee does not have the total amount of any deduction due him on any payroll from which deductions are made, the deduction shall be made out of the next succeeding payroll upon which the employee has the total amount due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishment, and deduction required by law to be made by the Company shall have priority over deductions for Guild dues.

23.4 The Guild shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Company for the purpose of complying with the provisions of this section or any assignment of certificate which shall be furnished to the Company under any such provisions.

#### Section 24. JOINT CONCILIATION AND ARBITRATION COMMITTEE

24.1 In the event of a dispute between the parties to this agreement regarding the interpretation of any provision of this agreement, if the Administrative Officer of the Guild and an executive appointed by the Company are unable to satisfactorily adjust the same within seven (7) days, the matter in dispute shall be referred to the Joint Conciliation and Arbitration Committee, which shall investigate and render a decision.

24.2 A Joint Conciliation and Arbitration Committee shall be composed as follows: The Guild shall, immediately after the signing of this agreement, select two (2) of its members and shall notify the Company in writing of such selection and, from time to time during the term of this agreement, of any changes. The Company shall forthwith, upon the signing of this agreement, select two (2) persons and shall notify the Guild in writing of such selection, and, from time to time during the term of this agreement, of any changes. The Joint Conciliation and Arbitration Committee shall designate one of its members as secretary. Either the Union or the Company may from time to time change its representatives on said committee and shall give notice of such change in writing to the other. Provided, however, that if the Joint Conciliation and Arbitration Committee is considering a matter in dispute, no changes shall be made by either party pending illness, death, resignation or other unavoidable cause may be filled forthwith.

#### 24.3 Duties of Joint Conciliation and Arbitration Committee

(a) It shall be the duty of the Joint Conciliation and Arbitration Committee to investigate and render impartial decisions upon any matter referred to it, in accordance with this agreement. Any decision concurred in by a majority of the committee shall be the decision of the committee and shall be accepted by the parties to this agreement.

(b) In the event the Joint Conciliation and Arbitration Committee fails to render a majority decision upon any matter referred to it within five (5) days, either party may request that the matter be referred to a fifth member for decision. An arbitrator will be chosen from the following panel of arbitrators: Ted T. Tsukiyama, Edward Parnell and Stuart M. Cowan. The parties shall by a flip of a coin decide the first choice to alternately strike names from the panel until one name remains. The one remaining will serve as arbitrator in the case. The arbitrator shall act as chairman and the decision indicated by the majority of the votes cast (the two (2) members for the Guild having one (1) vote, the two (2) members for the Company having one



(1) vote and the arbitrator having one (1) vote) shall be the decision of the Joint Conciliation and Arbitration Committee and shall be final and binding both for the Guild and the Company.

#### Section 25. JURY DUTY

25.1 Employees required to be absent from their employment to serve on a jury or as a witness before any court or government body having the power to summons shall be paid their regular straight time wages minus any jury pay (excluding mileage) received for such service. Such absence shall be supported by a statement signed by the Clerk of the Court certifying as to actual time spent in required attendance.

25.2 Employees are required to report to work when a reasonable amount of working time either before or after jury duty is available; provided that on a late shift an employee shall be excused from such shift in sufficient time to allow nine (9) hours of rest before reporting for jury duty, said time taken off to be compensated for.

25.3 Such absence on jury duty shall be counted as time worked in computing all benefits.

#### Section 26. GROUP LIFE INSURANCE

All employees covered by this agreement shall be eligible to participate in the Group Life Insurance Plan provided by the Company, with benefits equal to two times the employee's annual earnings up to a maximum of \$50,000.00 with double indemnity to \$100,000.00. The Company shall pay one hundred percent (100%) of the monthly premium. Coverage will continue after retirement if an employee continues to work for the Company until retirement.

#### Section 27. FLEXIBLE SPENDING ACCOUNT

The Company will provide a Section 125, Flexible Spending Plan for employees who wish to participate to pay for eligible expenses such as child or elder care, unreimbursed medical/dental expenses, etc. Excess funds in an employee's account at the end of any year will be donated to an appropriate charity.

#### Section 28. MEDICAL PLAN

28.1 The Company will provide a reasonable, mutually acceptable base medical plan with prescription and vision riders. Effective August 1, 2012, employees will pay ten percent (10%) of the premium of the base medical plan. Effective August 1, 2013, employees will pay twenty percent (20%) of the base medical plan.

28.2 The Company will offer as an optional plan to the employees, the Kaiser "B" Plan. If the cost of the optional plan should exceed the cost of the base medical plan, the employee will pay the difference between the premiums of the base medical plan and the plan they choose to continue.

28.3 Any employee who reaches the age of fifty-five (55) after August 1, 2012, but before December 31, 2012, thus qualifying for early retirement medical coverage and retirement medical coverage benefits that was in effect prior to August 1, 2012, such employee shall have a one time

opportunity to retire and elect for such early retirement medical coverage, provided such retirement occurs before December 31, 2012.

28.4 It is agreed that dependents of employees who attain the age of nineteen (19) while they are attending school as full time students, will continue to be covered by the Plan up to age twenty five (25).

#### Section 29. DENTAL PLAN

The Company will provide a Dental Plan for all employees and their dependents, providing for coverage of eighty-five percent (85%) of the Dental Cost. The Company shall pay one hundred percent (100%) of the premium of the Dental Plan.

#### Section 30. RETIREMENT PLAN

30.1 Effective September 30, 2009, the Maui News Pension Plan ("Plan") has been frozen in accordance with applicable rules and regulations promulgated under the Internal Revenue Code of 1986 ("IRC) and the Employee Retirement Income Security Act of 1974 ("ERISA"). As of September 30, 2009, the following shall apply:

- a. No additional employees shall become eligible to participate in the Plan;
- b. Existing participants shall not accrue any additional benefits under the Plan, except that present unvested participants in the Plan shall be 100% vested after they have completed the required term of service for vesting;
- c. Except for purposes of determining the vested percentage of a participant's accrued benefits, no additional service shall be counted for any purposes under the Plan;
- d. The Plan will continue in force to pay benefits earned prior to the freeze to participants as these benefits become due;
- e. At a future date, the Company intends to terminate the Plan, all as permitted and/or required by law; and
- f. To the extent permitted by law, the Company and the Union will enter into effects negotiations regarding any termination of the Plan.

30.2 The Company shall contribute one half of one percent (.5%) of all employee's wages to a Defined Contribution Pension Plan, that has been mutually agreed to by the Union and the Company, on behalf of all bargaining unit members.

30.3 The Company agrees to initiate and maintain a non-matching 401(k) Plan for the benefit of all employees.

### Section 31. DEATH IN FAMILY

31.1 An employee who is absent from work due to the death of his/her husband or wife, child or step-child, shall be compensated at the employees' straight time rate of pay for the time lost from their regular scheduled work, up to a maximum of six (6) days for each such instance.

31.2 An employee who is absent from work due to the death of his/her parent, brother or sister, mother-in-law or father-in-law, grandparents or grandchildren, shall be compensated at his/her straight time rate of pay for time lost from his/her regular scheduled work up to a maximum of four (4) days for each such instance. Such time off as listed above need not be consecutive.

### Section 32. NO STRIKES OR LOCKOUTS

Both the Company and the Guild agree that whenever any difference of opinion as to the rights of either under this agreement shall arise, or whenever any dispute as to the construction of the agreement or any of its provisions takes place, such differences or disputes shall be promptly resolved in the manner provided in this agreement, the status quo to be maintained pending settlement. The Company and the Guild also agree that there will be no lockouts or strikes during the term of this agreement.

### Section 33. HEALTH AND SAFETY

33.1 The Company agrees to maintain a clean, safe, healthful, sufficiently ventilated and lighted place for performance of all work in each department. Any complaints arising due to unsanitary or unsafe conditions shall be investigated and corrected immediately.

33.2 The parties will establish a Joint Health and Safety Committee to identify and monitor safety issues in the workplace. The committee will include up to three (3) members appointed by the Unions and up to three (3) members appointed by the Company. The committee will meet at least once every three (3) months, but may meet more frequently as needed. The Company will implement the recommendations of the committee.

33.3 No employee shall be required or permitted to work at a VDT or other similar equipment for longer than two (2) hours of uninterrupted work.

33.4 The employees shall be covered under the provisions of the VDT Examination Committee for eye examinations, corrective equipment or methods, which are needed or deemed necessary for employees to continue to perform work on such equipment. All cost of such examinations and corrective equipment including the normal and regular cost of eyeglasses or bifocals, which may be prescribed by a doctor, shall be paid by the Company. Repeat examinations shall be made annually. The determination of what is the cost of normal and regular eyeglasses, bifocals and other equipment shall be made by the VDT Examination Committee. Should there be a difference of opinion, the Company shall then take the matter into consultation with the Union on each individual case.

### Section 34. STRUCK WORK

The Company agrees that it will not render production assistance to any employer, any of whose plants is struck by any Local of The Newspaper Guild or by the Pacific Media Workers Guild, Local No.

39521, or where members of such Locals or Internationals are locked out directly or indirectly by such employer involved in such strike or lockout.

Section 35. CHAIN SHOP

The Company agrees that its employees shall not be required to handle any work in the plan covered by this agreement if, in any part of the United States or Canada, any Local of the Unions represented at the Maui Publishing Company or the Internationals of such Unions is on strike or the members of such Local or International are locked out in any other plant which is wholly owned and controlled by the Company or otherwise so owned, controlled or operated so as to constitute the Company, and any other entity that may be involved, a single employer within the meaning of the National Labor Relations Act, as amended.

Section 36. AGREEMENT CONTINUITY

This agreement shall be binding upon the heirs, executors, administrators, successors, purchaser, and assigns of the parties hereto.

Section 37. MODIFICATION OF AGREEMENT

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

Section 38. DOCUMENT CONTAINS ENTIRE AGREEMENT

This document contains the entire agreement of the parties and neither party has made any representations to the other which are not contained herein.

Section 39. ACCESS TO PREMISES

Guild representatives shall have access to the premises during all hours of work.

Section 40. DURATION

This agreement shall commence on August 1, 2012, and expire on November 30, 2014. Within ninety (90) days prior to the termination of this agreement, the Company or the Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during these negotiations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MAUI PUBLISHING COMPANY, LTD.

PACIFIC MEDIA WORKERS GUILD,  
LOCAL 39521

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAUI PUBLISHING COMPANY

EXHIBIT "A"  
CLASSIFICATION AND SALARY SCHEDULE

The following classifications and minimum salaries shall be in effect during the period of this agreement as indicated below:

PAY GROUP 1, Classifications: Sports Editor, Reporters, Photographer, Advertising Salespeople, Artists, District Managers, Senior Dispatch Person, Senior Circulation Clerk, Advertising Scheduling Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$484.99	\$501.71
After 1st year	\$511.61	\$529.25
After 2nd year	\$552.55	\$571.60
After 3rd year	\$596.75	\$617.33
After 4th year	\$644.51	\$666.73
After 5th year	\$696.06	\$720.06
After 6th year	\$751.74	\$777.67
After 7th year	\$811.88	\$839.88
After 8th year	\$876.83	\$907.07
After 9th year	\$947.45	\$980.12

PAY GROUP 2, Classifications: Telephone PBX & Receptionist

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$438.70	\$453.83
After 1st year	\$474.11	\$490.46
After 2nd year	\$512.02	\$529.68
After 3rd year	\$553.00	\$572.07
After 4th year	\$597.24	\$617.83
After 5th year	\$645.01	\$667.25
After 6th year	\$696.62	\$720.64
After 7th year	\$752.34	\$778.28
After 8th year	\$812.53	\$840.55
After 9th year	\$877.96	\$908.23

PAY GROUP 3, Classifications: Job Printing Clerk, Advertising Sales Clerk, Advertising Billing Clerk, Receptionist, Advertising Utility Clerk, Circulation Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$403.76	\$417.68
After 1st year	\$445.75	\$461.12
After 2nd year	\$492.11	\$509.08
After 3rd year	\$543.29	\$562.02
After 4th year	\$599.77	\$620.45
After 5th year	\$662.16	\$684.99
After 6th year	\$731.02	\$756.23
After 7th year	\$807.52	\$835.37

PAY GROUP 4, Classifications: Truck Drivers, Janitors, Maintenance, Circulation Utility Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$383.53	\$396.75
After 1st year	\$440.48	\$455.67
After 2nd year	\$505.90	\$523.34
After 3rd year	\$581.02	\$601.06
After 4th year	\$667.31	\$690.32
After 5th year	\$767.05	\$793.50

PAY GROUP 5, Classifications: Inserts (Hourly Wages).

	Effective <u>8/1/12</u>
During 1st year	\$10.8690
After 1st year	\$11.8330
After 2nd year	\$12.7739
After 3rd year	\$13.7896

EXHIBIT "B"

Authorization Form for Deduction of Guild Dues Out of Wages

I, \_\_\_\_\_, an employee of \_\_\_\_\_

\_\_\_\_\_, voluntarily agree to have the Employer take out of my wages a Guild initiation fee, monthly dues, and assessments, the amount to be as certified to you in writing by the Guild, and to turn over to the Guild signatory to the existing collective bargaining agreement any and all such monies.

This authorization shall become effective upon the date set forth below and cannot be canceled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Guild, whichever occurs sooner.

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

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

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Guild.

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Address

Receipt of foregoing  
assignment acknowledged by

\_\_\_\_\_  
Employer

By \_\_\_\_\_



October 16, 1998

Hawaii Newspaper Guild, Local 39117  
Chartered by the Communications Workers of America, AFL-CIO  
451 Atkinson Drive  
Honolulu, Hawaii 96814  
Attn: Mr. Wayne Cahill

Gentlemen:

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, it is understood and agreed that:

1. Employees in the Reporter, Sports Editor, Photographer, Outside Advertising Salespeople and Circulation District Manager Classifications may work up to a 40 hour workweek at the hourly rate set forth in the contract.

After normal hours of work are posted by the Company, a flexible workweek may be worked by mutual consent between the Supervisor and the employee. This flexible workweek will allow for an individual to work greater than seven and one half (7-1/2) hours in any one day or greater than thirty seven and one half (37-1/2) hours in any one work week, without incurring overtime.

Whenever mutually agreed upon, compensatory time off will be used in lieu of the payment of overtime, however, the Company retains the option of paying overtime instead of compensatory time off. All hours of work shall be either paid for at regular straight time or overtime or shall be credited for compensatory time off with actual hours of work flexible.

All time worked that will result in compensatory time off for an employee who is agreeable to work on flexible time will be reported to the employee's supervisor as soon as possible but no later than the start of the very next shift after the extra hours have been worked. Whenever an employee who is working on flexible time, works extra hours, the employee shall be paid for such hours of work. Any time worked in excess of forty (40) hours per week shall be compensated for at time and one half.

This flexible time agreement may be canceled at any time by either the Company or the Guild, with 30 days notice to the other party and if so canceled the provisions of the present contract shall prevail.

Very truly yours,

MAUI PUBLISHING COMPANY, Ltd.

By /s/ Richard H. Cameron

Understood and Agreed:

HAWAII NEWSPAPER GUILD, LOCAL 39117  
Chartered by the Communications Workers of America, AFL-CIO

By /s/ Wayne E. Cahill

July 17, 1998

Hawaii Newspaper Guild, Local 117  
451 Atkinson Drive  
Honolulu, Hawaii 96814

Attn: Mr. Wayne Cahill

RE: Librarian

Gentlemen:

During the life of the Agreement, the Company will establish the position of Librarian with the following understanding:

1. The Librarian will be included in pay classification 2.
2. Pat Kaauamo will be transferred from her present position to Librarian when the position is established. The parties will meet and agree on the appropriate Librarian job description.
3. The Company may opt to leave the position of Telephone PBX & Receptionist vacant after Ms Kaauamo is transferred to Librarian.

Very truly yours,

MAUI PUBLISHING COMPANY, Ltd.

By /s/ Richard H. Cameron

Understood and Agreed:

HAWAII NEWSPAPER GUILD, LOCAL 39117  
Chartered by the Communications Workers of America, AFL-CIO

By /s/ Wayne E. Cahill

July 17, 1998

Hawaii Newspaper Guild, Local 39117  
Honolulu Typographical Union 37  
451 Atkinson Drive  
Honolulu, Hawaii 96814

Attn: Mr. Wayne Cahill  
Mr. Jerry Ahue

RE: Shared Work

Gentlemen:

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, it is understood and agreed that it is the intent and responsibility of the company to utilize all Guild and HTU 37 staff gainfully and productively in work covered by the Agreements. The Company agrees that no HTU 37 or Guild employee will be subject to discipline due to lack of work within the jurisdiction of the Unions.

Very truly yours,

MAUI PUBLISHING COMPANY, Ltd.

By /s/ Richard H. Cameron

Understood and Agreed:

Hawaii Newspaper Guild, Local 39117

By /s/ Wayne E. Cahill

Honolulu Typographical Union 37

By /s/ Jerry K. Ahue

## SUPPLEMENTAL AGREEMENT #1

This Agreement, made and entered into this day of 1998, by and between the Maui Publishing Company, LTD (hereinafter referred to as "Company"), the Honolulu Typographical Union No. 37, Communications Workers of America, Local 14921 (hereinafter referred to as "HTU 37") and the Hawaii Newspaper Guild, Local 39117, The Newspaper Guild / Communications Workers of America (hereinafter referred to as "Guild"), is a Supplemental Agreement to the main Collective Bargaining Agreements, dated March 29, 1998, through April 6, 2002.

This Supplemental Agreement becomes a part of Supplemental Agreements between the Company and HTU 37 reached May 30, 1980, May 7, 1987, and March 29, 1990, and becomes part of the current and any succeeding Collective Bargaining Agreements between the Company and HTU 37. This Supplemental Agreement also becomes part of the current and any succeeding Collective Bargaining Agreements between the Company and the Guild.

### **Preamble**

New and developing technology is changing the way certain parts of the newspaper are processed in the Advertising and Editorial Departments. Work such as the design, layout, typesetting and makeup of ads in the Advertising Department, and the design, layout and makeup of pages in the Editorial Department is affected by the changing technology.

The purpose of this agreement is to clarify certain working arrangements of Guild and HTU 37 employees, and to assist in developing new work arrangements in the Composing Room, and the Advertising and the Editorial Departments.

### **Ad Graphics Department**

The parties agree to establish a new Ad Graphic Department that will be responsible for artwork, design and layout of ads and spec ads, and makeup and typesetting of such ads.

HTU 37 will have jurisdiction of the work of the Ad Graphics Department.

Guild-covered employees who now perform artwork, and design and layout of ads and spec ads will be assigned to work in the Ad Graphics Department. They will be covered by all terms of the Guild contract, including, but not limited to seniority rights and scheduling. HTU 37 employees will continue to be covered by all terms of the HTU 37 contract, including work schedules (days off and vacations).

Guild and HTU 37 employees assigned to the Ad Graphics Department may work outside of traditional jurisdictional areas so that a single employee may perform the necessary functions to produce a complete ad or spec ad. A minimum of four (4) HTU 37 employees will be assigned to work on advertising.

It is agreed that the only department for advertising composition will be the Ad Graphics Department. The Company will not create any other department for ad composition.

Advertising composition will include ad work presently covered under the agreement with HTU 37 and work presently performed by present Guild-covered layout artists, including the creation of promotional and spec ads.

Employees assigned to functions of ad composition will process material received from another department and complete the ad in accordance with instructions. Any questions or problems will be handled in a manner not to impair production.

### **Classifications and Training**

The HTU 37 contract has recognized several classifications of work, such as floor, typesetters and technicians. A new general classification of work will be established which includes the above listed classifications. In establishing this classification, the present workforce will be cross-trained in all aspects of the work process.

The priority rights of HTU 37 employees will be maintained in the training of employees and in the application of new work assignments and procedures that may be developed in the processing of advertising and editorial material for partial or completed pages.

Guild-covered advertising layout artists will be trained in all phases of advertising production and composition.

It is agreed that all required training for Guild and HTU 37 employees will be accomplished on company time and at company expense.

### **Editorial and Advertising**

It is anticipated that the Company may assign or reassign some typesetting or key boarding of editorial department copy to either Guild or HTU 37 employees. Similarly, it is anticipated that the Company may assign or reassign some page makeup work for special sections to either Guild or HTU 37 employees.

HTU 37 and Guild bargaining unit employees will input editorial copy assigned and will make-up/paginate pages in accordance with the understanding reached in negotiations. HTU 37 and Guild employees may perform these work functions in the composing room. The Company shared examples in negotiations describing how some work in makeup of pages may be shared between HTU 37 and Guild Employees.

### **Job Security**

It is agreed that no Guild or HTU 37 employee will be laid off or otherwise displaced because of the creation of the Ad Graphics Department, or any other work sharing arrangement.

### **Settlement of Disputes**

Disputes arising under this supplemental agreement will be subject to the Grievance and Arbitration Sections of the Guild and HTU 37 Collective Bargaining Agreements.

AGREED:

FOR THE GUILD:

FOR HTU 37:

FOR THE COMPANY:

/s/ Wayne E. Cahill

/s/ Jerry K. Ahue

/s/ Richard H. Cameron

10/16/98

(date)

10/16/98

(date)

10/16/98

(date)

## SUPPLEMENTAL AGREEMENT #2

This Agreement made and entered into this day of 2012, by and between the Maui Publishing, Ltd. (hereinafter referred to as "Company"), the Pacific Media Workers Guild Local 35921 (hereinafter referred to as "Guild"), the Honolulu Typographical Union No. 37, Communication Workers of America Local 14921 (hereinafter referred to as "HTU") and the Graphic Communications Conference/International Brotherhood of Teamsters Union Local 501M (hereinafter referred to as "GCC") is a Supplemental Agreement to the main Collective Bargaining Agreements, dated August 1, 2012, through November 30, 2014. This Supplemental Agreement becomes part of the current and any succeeding Collective Bargaining Agreements between the Company and the Guild, the HTU and the GCC.

The purpose of this agreement is to clarify and describe certain working arrangements that will allow a sharing of jurisdiction between the Guild, the HTU and the GCC. The understanding of such shared jurisdiction is as follows:

1. The Company may address temporary vacancies of up to two (2) weeks in the pressroom by assigning employees from the Guild's circulation department to work as roll tenders. Employees assigned to perform such work shall receive all necessary training to perform such duties, and shall receive proper instruction in all safety protocols. An employee who is assigned to perform such work shall receive his current rate of pay or the rate of pay for the pressroom position, whichever is higher. The duration of such assignments may be extended beyond two (2) weeks by mutual agreement between the Company and the Guild and the GCC.
2. In the event of a vacancy in a pressroom position and a roll tender position, The Company may assign employees from the Guild's circulation department on the same basis as above, provided that no employee is put into a position that would create a safety issue for himself or others.
3. When assigning employees to perform work in another bargaining unit, the Company will first seek volunteers; if there are no volunteers, then the Company will assign the work to the least senior employee provided that employee has the skills or can be trained to perform the work function.
4. The Guild and the HTU agree that their members may perform duties in each other's jurisdiction for up to two weeks to address temporary or unexpected staffing shortages. Employees assigned to perform such work shall receive all necessary training to perform such duties. An employee who is assigned to perform such work shall receive his current rate of pay or the rate of pay for the position to which he is assigned, whichever is higher. The duration of such assignments may be extended beyond two weeks by mutual agreement between the Company and the Guild and the HTU.
5. In the event of a permanent vacancy in the prepress department, the Company may recruit volunteers from the HTU or the Guild to fill the vacancy, in order to avoid the need to hire a new employee. If there are no volunteers, the Company may transfer a current employee into the position, with no loss of pay, seniority, benefits, or status, including lifetime job guarantee, if applicable. The transferred employee shall be the least senior in his or her department. Employees assigned to perform such work shall receive all necessary training to perform such duties. An employee who moves to prepress shall receive his current rate of

pay or the rate of pay for the prepress position, whichever is higher. Such employee who moves to prepress will be required to become a member of the Graphic Communications Conference/International Brotherhood of Teamsters Union Local 501M. In the event of a reduction in force in the prepress department, the Company shall first return the employee who transferred from another bargaining unit's jurisdiction back to his or her original position and bargaining unit.

6. This agreement shall not alter in any way the existing jurisdiction of the Guild, the HTU and GCC. Nor will this agreement supplant or eliminate any previous agreements on shared jurisdiction reached between the Company and the Guild, HTU and GCC.

AGREED:

MAUI PUBLISHING COMPANY, LTD.

PACIFIC MEDIA WORKERS GUILD  
LOCAL 39521

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HONOLULU TYPOGRAPHICAL UNION  
NO. 37, COMMUNICATIONS OF  
AMERICA LOCAL 14921

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GRAPHIC COMMUNICATIONS  
CONFERENCE/INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
LOCAL 501M

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**MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT by and between **MAUI PUBLISHING COMPANY, LTD.**, hereinafter referred to as the "Company", and the **PACIFIC MEDIA WORKERS GUILD LOCAL 39521**, hereinafter referred to as the "Guild", constitutes the basis of settlement on all issues discussed between the Company and the Guild in the recently concluded negotiations.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Company and the Union that became effective March 29, 1998 to and including April 6, 2002, and as amended by all Memorandums of Agreement, Amendments of Agreement and Letters of Agreement executed between the Company and the Union through November 30, 2014, shall be unchanged. Unless otherwise specified, all amended items shall be effective December 1, 2014.

1. Section 40. DURATION

Replace the entire section with the following:

This agreement shall commence on December 1, 2014, and expire on May 31, 2016. Within ninety (90) days prior to the termination of this agreement, the Company or the Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during these negotiations.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives have executed this Memorandum of Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 at Honolulu, Hawaii.

MAUI PUBLISHING COMPANY, LTD.

PACIFIC MEDIA WORKERS GUILD  
LOCAL 39521

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**MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT by and between **MAUI PUBLISHING COMPANY, LTD.**, hereinafter referred to as the "Company", and the **PACIFIC MEDIA WORKERS GUILD LOCAL 39521**, hereinafter referred to as the "Guild", constitutes the basis of settlement on all issues discussed between the Company and the Guild in the recently concluded negotiations.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Company and the Union that became effective March 29, 1998 to and including April 6, 2002, and as amended by all Memorandums of Agreement, Amendments of Agreement and Letters of Agreement executed between the Company and the Union through May 31, 2016, shall be unchanged. Unless otherwise specified, all amended items shall be effective April 10, 2018.

1. Section 5. SENIORITY

5.2 There shall be no layoff, or reduction of hours until the Guild has been given sufficient proof that such action is necessary and at least three (3) months notice of such justification. The Guild and the Company shall immediately enter into negotiations to establish the time and procedures for such layoffs, in accordance with the seniority provisions of this agreement.

**The above paragraph shall be waived until April 8, 2020, and reinstated on April 9, 2020.**

2. Section 40. DURATION

Replace the entire section with the following:


This agreement shall commence on April 10, 2018, and expire on April 9, 2020. Within ninety (90) days prior to the termination of this agreement, the Company or the Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during these negotiations.


IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives have executed this Memorandum of Agreement on the 20<sup>th</sup> day of April 2018 at Wailuku, Hawaii.

MAUI PUBLISHING COMPANY, LTD.

PACIFIC MEDIA WORKERS GUILD

LOCAL 39521

  
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