



# **PACIFIC MEDIA WORKERS GUILD**

**THE NEWSPAPER GUILD • CWA LOCAL 39521**

## **AGREEMENT**

**Between**

**California Labor Federation, AFL-CIO**

**And**

**International Brotherhood of Teamsters, Local 853**

**And**

**Pacific Media Workers Guild, Local 39521**

**The Newspaper Guild-Communications Workers of America,  
AFL-CIO, CLC**

**November 1, 2013 – October 31, 2015**

## Table of Contents

ARTICLE I – COVERAGE .....	1
ARTICLE II - UNION SECURITY .....	2
ARTICLE III – SECURITY.....	3
ARTICLE IV - FILLING OF VACANCIES.....	4
ARTICLE V - LAYOFF.....	4
ARTICLE VI - GRIEVANCE PROCEDURE .....	5
ARTICLE VII - WORK WEEK.....	6
ARTICLE VIII - CLASSIFICATION AND SALARY SCHEDULE .....	6
ARTICLE IX – VACATION .....	7
ARTICLE X – HOLIDAYS.....	8
ARTICLE XI - GROUP INSURANCE .....	9
ARTICLE XII - SICK LEAVE.....	10
ARTICLE XIII - LEAVES OF ABSENCE.....	11
ARTICLE XIV - FAMILY LEAVE .....	12
ARTICLE XV – TRANSFERS .....	14
ARTICLE XVI – MISCELLANEOUS .....	14
ARTICLE XVII – EDUCATION .....	15
ARTICLE XVIII - EXPENSES AND TRANSPORTATION .....	15
ARTICLE XIX - GRANT-FUNDED EMPLOYEES .....	16
ARTICLE XX - DURATION AND RENEWAL.....	17
APPENDIX A – SALARIES.....	19
APPENDIX B – DEFINITION OF FAMILY MEMBERS.....	20
SIDE LETTER TO COLLECTIVE BARGAINING AGREEMENT .....	21



**AGREEMENT**  
**Between**  
**California Labor Federation, AFL-CIO**  
**And**  
**International Brotherhood of Teamsters, Local 853**  
**And**  
**Pacific Media Workers Guild, Local 39521**  
**The Newspaper Guild-Communications Workers of America,**  
**AFL-CIO, CLC**

**November 1, 2013 – October 31, 2015**

This Agreement is made effective this 1st day of November, 2013, between the California Labor Federation, AFL-CIO, (hereinafter referred to as "Employer" or "Federation"), a non-profit organization, and Teamsters Local 853, and the Pacific Media Workers Guild Local 39521 (hereinafter referred to as "Union" or "Guild") as Joint Representatives of the employee bargaining unit described in Article I of this Agreement. The parties to this Agreement acknowledge that Local 853 has delegated all representational rights and duties arising under law and/or this agreement to the Pacific Media Workers Guild, Local 39521 chartered by The Newspaper Guild-Communications Workers of America, AFL-CIO, CLC for itself and on behalf of all the employees described in Article I.

**ARTICLE I – COVERAGE**

1. The Employer recognizes Teamsters Local 853 and Pacific Media Workers Guild Local 39521 are Joint Representatives of the bargaining unit described in this Article.
2. This agreement covers all employees of the California Labor Federation, AFL-CIO, except as provided in Section 3.
3. The following are excluded from this Agreement: The Executive Secretary-Treasurer, the President, the Executive Assistant to the Executive Secretary-Treasurer, the Political Director, the Communications Director, the Legislative Director, the Campaign Director, the Chief of Staff, the Finance Director, the Executive Director of WED (other than the Executive Director position, employees of the Workforce and Economic Development shall be included in the bargaining unit established under this Agreement or that of Local 3 OPEIU as appropriate)



and all employees in job classifications currently covered by the collective bargaining Agreement between the California Labor Federation, AFL-CIO, and Local 3, OPEIU.

For Federation projects of up to twelve months and for leaves of absence, it is the Employer's intention to hire into the bargaining unit. These employees will be twelve-month "campaign workers" or leave of absence replacements with union security in accordance with Article II. In addition, these employees will enjoy benefits including health and welfare, pension, vacation, holiday and sick leave, as well as transportation and expenses. Such employees will not have seniority, transfer or layoff rights, nor be subject to the just cause discharge rights. The twelve-month limitation for an employee may be extended for a particular employee by mutual Agreement with the Union. Unless an extension is mutually agreed upon, any employee working beyond twelve months shall be a permanent employee with seniority from the date of first hire.

## ARTICLE II - UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Union. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.
2. The Union agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitutions of TNG and CWA and the bylaws of the Pacific Media Workers Guild.
3. The Employer shall, in compliance with all applicable law, deduct from the paycheck of each employee each pay period, and shall pay to the Union not later than the tenth (10th) day of the following month, all dues and assessments levied by the Union for the current month.
4. In all matters concerning employment there shall be no discrimination against employees because of age, sex, race, creed, color, sexual orientation, national origin or union activity.



5. The Employer agrees to supply the Union on January 1 of each year with a salary list of all employees covered by the Union bargaining unit, showing name, address, sex, minority group, date of birth, date of hiring, job title, pay grade and pay step. The Employer further agrees to supply the Union once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classification or salaries.
6. There shall be no interference or attempt to interfere with the operation of the Union in the performance of its duties as the bargaining agent for the employees covered by this agreement.
7. Employees will not be required to cross sanctioned picket lines, unless the Employer obtains passes from the picketing organization. Employees who choose on an individual basis to respect picket lines under other circumstances need not be paid by the Employer for work not performed because of such choice.

### ARTICLE III – SECURITY

1. Whenever seniority is referred to in this Agreement, it shall include all continuous service with the California Labor Federation, AFL-CIO; but it shall not include service with affiliated unions or local central bodies.
2. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of six months, beginning from the date of hire. Except under the circumstances referred to in paragraph 5 below, the following provisions shall apply to probationary employees:
  - (a) The Union will be notified if any problems appear to be developing.
  - (b) The employee shall be given two weeks' notice of discharge or pay in lieu thereof.
3. Except in cases involving serious misconduct, no employee who has completed the six months probationary period shall be discharged except for just and sufficient cause. Before a non-probationary employee is discharged for incompetence or failure to perform work as required, he/she shall receive two written warnings and shall be given an opportunity to improve his/her work. All warnings given the employee shall be made in the presence of the Union steward or representative. Any warning notices which are in writing shall be signed by the Union steward or representative in the presence of the employee, and a copy of the warning notice shall be given to the Union by the Employer. Notices and warnings shall



become null and void after six months from date of issue. Warning notices will be removed after one year.

4. Employees with more than six months of service shall be given four weeks' notice, or four weeks' pay in lieu of notice, of any discharge.
5. In the event a discharge is for unlawful conduct or such serious misconduct that immediate action is necessary, none of the above notice provisions or pay in lieu of notice in Sections 2, 3 and 4 above shall apply.

#### **ARTICLE IV - FILLING OF VACANCIES**

1. The Employer will attempt to fill vacant positions covered by this Agreement by promotion and, accordingly, before filling any vacancies the Employer shall give advance written notice and first consideration to all employees within the bargaining unit in the filling of such vacancy. It is understood that this provision shall not guarantee a promotion or transfer for a non-qualified individual.
2. It is not the intent of the employer to use temporary, project employees or consultants to fill permanent positions. However, in extenuating circumstances and subject first to bargaining with the Guild, the Employer may hire a temporary employee for a period not to exceed 90 calendar days, after which time the temporary employee shall be considered a permanent employee. If prior to the end of the 90-day period, the Employer decides to terminate the temporary employee's employment, no consecutive temporary employee shall be hired into this position.

#### **ARTICLE V - LAYOFF**

1. The Employer shall notify and consult the Union at least four weeks in advance of any layoff. Layoffs shall be by inverse order of seniority within job classification. Job classifications are defined as the job titles listed in Appendix A. Any employee notified of layoff who has greater seniority than employees in other classifications may, at the option of the employee being laid off, claim a position in another classification if, in the opinion of the Employer, he/she has the job-related qualifications to perform the job. Disputes on this point are subject to the grievance/arbitration procedure. The result of this layoff procedure should be that the most senior employees who have the job-related qualifications to perform the remaining jobs are retained.



2. Any employee dismissed in a layoff shall be given eight weeks' advance notice and severance pay at the rate of two weeks' pay per year of employment.
3. Employees on layoff will be covered for full health and welfare benefits for a period of three months from the date of layoff. If employment is not gained in the first three months, this period of coverage will be extended for an additional three months.
4. Each employee laid off to reduce the force shall be placed upon a rehire list and shall remain on the list for two years. Said laid-off employee shall be notified by the Employer of openings covered by this Agreement and shall be able to apply for vacant positions in accordance with Article IV. Time spent on a rehire list by a laid-off employee shall not constitute a break in continuity of service and seniority, nor shall time on such list be counted as service time. No pension credits shall be earned during layoff periods.
5. The Employer agrees to discuss with the Guild, at least forty-five (45) days in advance, any proposal to abolish, create or reclassify jobs that fall within the bargaining unit. The Employer agrees to discuss with the Guild the status of any position left unfilled for more than three (3) months, including the disposition of work normally carried out by the person in that position.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

1. The Union shall designate a committee of its own choosing of up to three (3) members from the bargaining unit plus the Union representative, to take up with the Employer any matter concerning relations between the employees and Employer, including issues arising from the application or interpretation of this Agreement.
2. The Employer agrees to meet with the committee within five days after a request for a meeting to discuss any grievance, except that the five-day period may be extended by mutual Agreement. The Employer shall respond in writing within 30 days of the initial meeting. Failure to do so shall affirm on behalf of the Union without prejudice to the Employer. Efforts to adjust grievances shall be made whenever possible during the normal workday and workweek.
3. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether a matter is arbitral, not satisfactorily settled within 30 days of its first consideration may be



submitted for final and binding arbitration by either party within 30 days.

4. An arbitrator shall be selected through the striking process from lists furnished by either the American Arbitration Association, Federal Mediation Service or the State Conciliation Service, as determined by mutual Agreement of the parties.
5. Costs of arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Refusal to share the cost of the transcript shall be deemed a waiver of the party's right to access to the transcript, however.
6. Arbitrations shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association, except as may be mutually agreed.

#### **ARTICLE VII - WORK WEEK**

1. The pay week shall consist of five working days within seven consecutive days (Monday through Sunday). Whenever a staff member is on specific assignment of more than five days within a pay week, the employee shall be entitled to a day off in compensatory time for each day worked in excess of the normal work week. Compensatory time shall be earned at the straight time rate, based on actual time worked.
2. Employees shall submit records of all compensatory time worked and of any compensatory time taken. The Employer shall maintain such records.
3. Compensatory time off shall be arranged by mutual consent. All comp time earned prior to November 15 of each calendar year shall be used before the end of the calendar year. There will be no carry over to the following year except for comp time earned from November 16 through December 31.

#### **ARTICLE VIII - CLASSIFICATION AND SALARY SCHEDULE**

1. The salaries effective for the classifications covered by this Agreement are set forth in Appendix A, attached hereto and by this reference made a part of this Agreement.
2. For each week in which an employee performs any work at a higher classification as a replacement for another employee, the employee shall receive a full week's pay at the



higher rate. The employee shall notify their supervisor when they believe that they have been performing "out of class" work not more than two weeks after the work has begun.

3. The Employer shall notify the Union prior to establishing any new positions performing duties that are not covered by the classifications listed in Appendix A or in a collective bargaining Agreement between the Employer and any other labor organization. The Employer shall bargain with the Union concerning the salary and classification of any new position.
4. Should a temporary employee be hired for or transfer to a permanent position, seniority shall be credited from the date of initial hire, including seniority for all temporary employment.

#### ARTICLE IX – VACATION

1. Vacations with pay shall be accrued on the following schedule: after one (1) year, three (3) weeks; after three (3) years, four (4) weeks; after six (6) years, five (5) weeks; after ten (10) years, six (6) weeks.
2. An employee shall be entitled to use one (1) week of his/her initial year's vacation after completion of six (6) months of service.
3. Vacation shall be accrued by pay period and noted on the employee's pay stub. The rate of accrual shall change according to the provisions of IX.1 on the employee's anniversary date.

One (1), year three (3) weeks; two (2) or three (3) years – 5 weeks; four (4) to six (6) years – 8 weeks; seven (7) to ten (10) years – 12 weeks; eleven (11) or more years – 16 weeks.

Notwithstanding any other provision of this Agreement, vacation accrual shall be capped at 360 hours as of Nov 1, 2017, i.e. four years after the effective date of this Agreement. Employees with more than 360 hours shall be provided all reasonable opportunity to take the excess accrued vacation within the four-year grace period. The Parties recognize that the Employer is under no obligation, other than any regulatory requirement which may apply, to cash out any employee's vacation bank.



Seniority Less Than	Accrual Rate (hrs/wk)	Max allowed Vacation balance
1 year	2.308	3 weeks
2 years	2.308	5 weeks
3 years	2.308	5 weeks
4 years	3.077	8 weeks
5 years	3.077	8 weeks
6 years	3.077	8 weeks
7 years	3.846	12 weeks
8 years	3.846	12 weeks
9 years	3.846	12 weeks
10 years	3.846	12 weeks
11+ years	4.615	16 weeks

4. All accrued pro rata vacation time shall be available to employees taking maternity or paternity leave or other leaves of absence up to the time of the granting of the leave of absence. Use of accrued vacation time for family leave shall not be mandatory.
5. The vacation schedule shall be agreed upon by mutual consent, but employees shall have preference in accordance with seniority.
6. Upon termination of employment, employees shall be paid for accrued and unused vacation time.
7. Holidays that occur during a vacation period are not vacation days.
8. Any dispute regarding vacation accounting shall be resolved within 90 days of the time the employee knew or should have known of the discrepancy.

#### **ARTICLE X – HOLIDAYS**

The Employer shall allow time off with pay for the following legal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day, Cesar Chavez Day, and the employee's birthday taken as a floating holiday.



## ARTICLE XI - GROUP INSURANCE

### 1. Retirement:

- a. The Employer shall continue the existing pension plan with the following modifications to benefits: (1) The Pension formula shall be an amount equal to 3.0 percent of Participant's Average Monthly Salary multiplied by the number of years and fractions of years of Benefit Service rendered by the Participant through December 31, 2013, plus 2.5 percent of the Participant's Average Monthly Salary multiplied by the number of years and fractions of years of Benefit Service rendered by the Participant from January 1, 2014 to his or her retirement date, but in no event shall more than 20 total years of Benefit Service be utilized in calculating any Participant's benefit under the pension plan; (2) The Employer will adopt five year cliff vesting for any Employee who is not employed by the Employer on December 31, 2013 and who has never accrued any pension benefits under the pension plan. All other Employees and former Employees shall continue to be subject to the two to five year graded vesting schedule.
  - b. The Employer shall maintain the existing 401(k) Plan, and will match 100% of employee contributions up to an annual maximum of \$1475. The preexisting deferred compensation plan established prior to the establishment of the 401(k) Plan shall be maintained solely for the purpose of deferrals made prior to the establishment of the 401(k) Plan. Employees employed by the California Works Foundation shall not participate in the pension plan but the Employer shall contribute up to \$270 bi-weekly (every two weeks) on their behalf to the 401(k) Plan, as permitted by the funding source.
  - c. The Employer shall provide a copy of the Summary Plan Description for the pension plan to Participants, and brochures and enrollment materials for the 401(k) Plan, to each newly hired employee, and to any employee at any time upon request.
2. Health & Welfare: The Employer shall pay the total trust fund contributions required by the IBT Teamster Benefit Trust Plan VI.
  3. The Employer shall pay monthly dependent care contributions required by the Trust Fund for any employee whose dependents are covered by the Plan.



4. The Agreement shall be reopened for the purpose of negotiating on "Medigap" or similar coverage for retired employees if at any time such coverage is provided under the Union's master newspaper contract, or under the trust fund.
5. If the Guild chooses to switch to an alternate health and welfare plan, such as the OPEIU Local 3 health and welfare plan, the Employer shall pay the total trust fund contributions for the plan chosen by the Guild, provided that the total cost for the alternate plan does not exceed the cost of the OPEIU Local 3 health and welfare plan and the plan chosen accepts this participation.

If the Guild's health and welfare plan ceases to include vision and dental benefits comparable to those received by the bargaining unit on March 1, 2004, and the Guild seeks to obtain these benefits from an alternate source, the Employer shall fully fund those benefits from the alternate source chosen by the Guild, provided that the total cost of the health care package does not exceed the total cost of the OPEIU Local 3 health and welfare plan, the San Francisco Media Workers Guild Health and Welfare Trust permits the carve-out and the plan chosen accepts this participation.

6. The Employer will maintain a flexible spending plan or "IRS code section 125 plan" which includes pre-tax reduction of wages to cover such things as medical and dental care reimbursements, dependent care reimbursements and other reimbursements as allowed by law.

#### **ARTICLE XII - SICK LEAVE**

1. Sick leave shall be accumulative beginning with the first month of employment and earned on the following basis: One day for each month worked. Sick leave shall be earned before granted. Sick leave shall be noted on the employee's pay stub. Any dispute regarding sick leave accounting shall be resolved within 90 days of the time the employee knew or should have known of the discrepancy.
2. The employee granted sick leave may deduct such granted sick leave from the earned accumulative sick leave and still accumulate earned sick leave. An employee off due to illness or injury in excess of 30 calendar days shall not continue to accrue paid sick leave after the 30 days until employee has returned to work from his/her illness or injury. For payment of sick leave, the Employer may at the Employer's option require a doctor's certificate of proof of illness from the employee before paying such sick leave.



3. Sick leave shall be integrated with Disability Insurance and/or Worker's Compensation, and only the amount of salary paid by the Employer shall be charged against the employee's sick leave credit, and in no case shall an employee receive a lesser amount than his or her applicable wage rate after all credits have been taken.
4. Prearranged medical or dental appointments shall be made during the first two hours of the day's shift or the last two hours of the day's shift and may be deducted from accumulated sick leave up to a maximum of four hours for each appointment, provided at least two days notice is given to the immediate supervisor, but excluding emergency cases.
5. An employee may also use up to two days a year of accrued sick leave to take care of personal business.
6. Unit employees with more than two (2) weeks of sick time may donate sick time to another unit employee if that employee needs sick time due to serious unforeseen illness. The sick employee may receive a maximum of four (4) weeks donated time per year from other unit employees.

#### **ARTICLE XIII - LEAVES OF ABSENCE**

1. Upon request the Employer will grant the employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the actual rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. Under this section a leave for either public service or service in the labor movement shall be for one year or for the duration of such service, whichever is less. Other leaves shall be limited to a total of one year in any five-year period. Leaves may be extended by mutual Agreement.
2. In the event an employee is elected or appointed to any office or position in the Union or its International, a leave of absence shall be granted for up to three years or the duration of the project, whichever is less. Such leave will not cause undue hardship on the operation of the Federation.
3. Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original



job, or if that job be no longer in effect, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within 90 days after release from the Armed Services.

4. Employees shall be provided leave with supplemental pay during periods of required jury service and, for a period not to exceed two weeks, during required military reserve training or during emergency military reserve duty. Supplemental pay from the Employer shall be in an amount which when combined with pay received by the employee for such jury duty, or such military reserve training, or such emergency duty, shall equal the total salary that would have been received by the employee from the Employer for the same period of time.
5. Each employee shall receive sufficient time off without reduction in pay to vote on election days.
6. Employees shall be allowed compassionate leave with pay in the event of the death of family members as follows:
  - (a) Five (5) days for a spouse or domestic partner, son, daughter, mother, or father.
  - (b) Three (3) days for a mother-in-law, father-in-law, grandparent, including spouse's grandparent, grandchild, step-parent, foster parent, sister, brother, or any other blood relative living under the same roof as the employee.
  - (c) One (1) day for sister-in-law or brother-in-law, aunt, uncle, niece, or nephew.
7. Authorized leave under Section 4 of this Article shall not constitute a break in service and shall be considered as service time for all rights under this Agreement.
8. Any employee offered employment to replace an employee on a leave of absence shall be notified of the possibility of being bumped by the returning employee.
9. The employer may grant employees leaves for work-related scholastic or research pursuits, (such as may be mutually agreed upon) for such time as is necessary for the employee to meet the terms of the pursuit. The number of employees to be on such leave at any one time shall be subject to mutual Agreement between the Employer and the Guild.

#### ARTICLE XIV - FAMILY LEAVE

1. Upon birth or adoption of a child, the Employer shall coordinate benefits with SDI payments



to provide the employee with six weeks fully paid leave. If the employee applies but does not qualify for six weeks of SDI payments, the Employer shall grant three weeks fully paid parental leave.

The Employer shall abide by all state and federal laws relating to paid and unpaid family leave, regardless of whether the Employer is exempted from these laws because of size. However, the Employer will be exempted from the requirement to extend health and welfare benefits during unpaid family leave. State and federal laws relating to paid and unpaid family leave include but are not limited to the California Family Rights Act, State Disability Insurance, the federal Family Medical Leave Act, and Temporary Family Disability Insurance (California's Paid Family Leave law).

In addition to contributions required by the IBT Teamsters Benefit Trust Plan VI, the Employer will make contributions to ensure that the employee will maintain the same eligibility for benefits as if the employee had been working their regular schedule during the period of paid family leave.

The Employer shall provide job protection to all employees on paid or unpaid family leave.

2. An employee with one or more years of service may, upon the birth or adoption of a child, take child-rearing leave not to exceed twelve (12) months, without pay, but without loss of seniority. An employee choosing to take such leave must so notify the Employer in writing before the end of four weeks following the birth or adoption of the employee's baby. Employees who comply with this provision shall be guaranteed the return to the job held at the time of taking leave, plus any increases given to their classification during the time of the leave of absence.
3. The Employer shall grant all employees the right to utilize sick leave for care of family members, or for birth or adoption of a child, as provided to employees who are covered by the provisions of the state Family Rights Act and corresponding federal laws.
4. Physical inability to work due to pregnancy will, except as noted below, be considered to be the same as inability to work due to sickness. An employee will automatically be awarded the period of her hospital confinement plus six (6) weeks of sick leave immediately following thereafter on account of pregnancy, and it will be presumed that it is the normal length of physical disability.



#### **ARTICLE XV – TRANSFERS**

1. If an employee is transferred the Employer will pay a flat moving allowance of \$4,000.00 in addition to the cost of moving household goods from one location to another.
2. An employee who is required to transfer by the Employer will be reimbursed up to \$4,000.00 in commissions paid by the employee to a real estate agent in connection with the sale of the employee's residence.
3. The Employer will pay the costs of one trip for the employee and spouse or, in the case of an unmarried employee, dependent to the new home base area for the purpose of locating housing.
4. The Employer shall make every effort to allow telecommuting during a reasonable transition period.

#### **ARTICLE XVI – MISCELLANEOUS**

1. Bulletin Boards - The Employer agrees to provide bulletin boards for the use of the Guild and the IBT.
2. Outside Activities - Employees shall be free to engage in any activities outside of normal working hours provided that such activities do not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in the employee's capacity as representative of the Employer.
3. Personnel File - An employee and the Union with the employee's permission shall have the right to review the employee's personnel file at any time and, upon request, shall be provided copies of all material in the employee's file. The employee shall have the right to answer any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.
4. Troubled Employee - The Employer and the Union jointly recognize alcoholism, drug abuse, and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the employees, Employer and the Union that these illnesses be treated and controlled under the collective bargaining contractual relationship. The joint objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any



employee who seeks treatment for any of the above illnesses shall, during the period of treatment, be entitled to all of the rights and benefits provided to other employees under this Agreement, including sick leave.

5. Past Practices - All existing established past practices concerning any terms and conditions of employment, not altered or removed by this Agreement shall remain in effect.
6. Needed Equipment - The Employer shall provide all equipment needed to perform the work assigned. The need for such equipment shall be subject to mutual Agreement between the Employer and the Guild. Such equipment may include such items as software, cell phones and laptops.
7. Career Path - The Employer and the Union shall establish a labor-management working group within 90 days of the effective date of this Agreement for the purpose of developing enhanced career paths for Federation staff.

#### **ARTICLE XVII - EDUCATION**

A bargaining unit employee will be reimbursed, up to \$1,000 per semester, for the costs of tuition and fees incidental to pursuing a course of study related to work performed by the employee. Employer approval shall first be secured by the employee, and the studies conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations.

Any time off for education shall be subject to the Employer's approval. It is understood for purposes of this Article that there are two semesters per year and one quarter shall be treated as equivalent to one semester.

#### **ARTICLE XVIII - EXPENSES AND TRANSPORTATION**

1. Employees shall be reimbursed for all authorized, legitimate expenses incurred in the service of the Employer for which receipts are furnished or a reasonable explanation for the lack of receipts is furnished.
2. Employees required to use their personal automobiles shall be furnished with automobile insurance and will be reimbursed for mileage at the current applicable IRS rate. Regional Political Directors or other staff (as authorized by the Employer) who may be required by the



Employer to use personal automobiles extensively on Employer business, shall have the annual option of receiving either mileage reimbursement at the IRS rate under this paragraph, or a flat monthly payment. The Employer reserves the right to furnish automobiles for field staff in lieu of payments.

3. The car allowance for non-commute driving shall be set at the following rates, plus gasoline reimbursement for non-commute driving, effective: \$400.00 per month.
4. All employees are eligible to have money deducted pre-tax from their paycheck to pay additional costs of transit (via Commuter Checks) or parking, up to federally-allowed limits (currently at \$100 for transit and \$190 for parking).
5. For all employees required to travel for business, the Employer will provide access to SWA BIZ, an online booking agency for Southwest Airlines. The employee will have the option of using either the Employer's credit card or their personal card for travel booked through SWA BIZ.
6. The Employer shall pay the membership dues or association fees for employees for memberships in organizations closely related to an employee's position. Membership dues or association fees to be reimbursed shall be subject to mutual Agreement between the Employer and the Guild.
7. The Employer shall reimburse Sacramento Employees for parking expenses of up to \$110 per month. Receipts from staff are required for reimbursement.

#### **ARTICLE XIX - GRANT-FUNDED EMPLOYEES**

1. The Union recognizes that the Employer can enhance its operations by obtaining grant funding from external sources. The Union encourages such endeavors, including the hiring of grant-funded employees to perform duties that would not otherwise be provided by the Employer. All provisions of this Agreement shall apply to employees hired within the Union's bargaining unit subject to grant funding, with the following modifications:

Grant employees shall accrue departmental seniority within the project funded by the grant and successor grants for the same or substantially similar projects. Grant employees shall be notified at the time of hire of the duration of grant funding. Grant employees shall accrue departmental seniority within the project funded by the grant. Grant employees shall be



notified at the time of hire of the duration of grant funding. Grant employees shall not receive severance pay if terminated due to expiration and non-renewal of grant funding. Seniority-based rights to bump other employees in a layoff only apply to grant employees within the project funded by the grant. However, any grant employee who transfers to a job that is not grant-funded shall be credited with seniority from the date of initial hire, including service for all grant-funded employment. Any permanent employee transferring from a non-grant position to a grant-funded position retains and accrues seniority from the date of first hire, and retains all seniority-based unit-wide promotion, transfer and layoff rights. Grant employees on leave of absence shall have the right to return to a position in the grant-funded project.

2. Grant applications shall include the cost of wages, and benefits payable under this Agreement. Payments to benefit funds for grant-funded employees shall be made in a timely manner. Grant applications shall include the cost of severance payable under the Agreement and WED employees shall be granted severance benefits in the same manner and amount as other bargaining unit employees, subject to grant funding.
3. Grant employees not otherwise eligible for retirement benefits shall be eligible for participation in a 401(k) plan. In lieu of pension contributions, the California Works Foundation shall contribute up to \$7,000 annually to each grant employee's account, as allowed by the grant funding, the accrual beginning at date of employment but not initially payable until after the employee has completed a 90 day probationary period and thereafter at the rate of \$270 each biweekly pay period.

#### **ARTICLE XX - DURATION AND RENEWAL**

1. This Agreement will take effect as of November 1, 2013 and remain in effect until October 31, 2015, and for successive one-year periods from year to year thereafter subject to reopening or termination by either party upon notice sixty days prior to the expiration date or anniversary thereof.
2. The terms and conditions of this Agreement shall remain in effect during negotiations for a successor Agreement.



3. If negotiations do not result in a new Agreement prior to the expiration of this Agreement, the new Agreement shall be made retroactive to the expiration of this Agreement.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_, 2013.

CALIFORNIA LABOR FEDERATION, AFL-CIO

By: \_\_\_\_\_

ART PULASKI, Secretary- Treasurer

TEAMSTERS LOCAL 853

By: \_\_\_\_\_

ROME ALOISE, Secretary-Treasurer

PACIFIC MEDIA WORKERS GUILD

By: \_\_\_\_\_

CARL HALL, Executive Officer

By: \_\_\_\_\_

MELANIE HALLAHAN, CLF Unit Chair

By: \_\_\_\_\_

CAITLIN VEGA, CLF Unit Vice-Chair



## APPENDIX A – SALARIES

- a. Each employee shall receive an increase in actual salary of 5% on 11/01/2013.
- b. In addition, employees shall receive step increases as follows:
  - a. 3 years - 1.25%
  - b. 6 years - 1.75%
  - c. 9 years - 2.25%
  - d. 12 years - 2.75%

[Note: All step increases are calculated at the applicable percentage (based on years of service) over the classification's base annual salary.]

- c. Step increases are effective November 1st of each applicable year.

BASE PAY		
Classifications Effective Date	11/01/13	11/01/14
Regional Political Directors		
Legislative Analyst	\$86,037.45	\$86,037.45
Librarian	\$87,992.84	\$87,992.84
Legislative Advocate		
Public Policy Director		
WED Sr. Program Manager	\$90,596.04	\$90,596.04
Assistant Political Director		
Communication Organizer		
WED Communication Organizer		
WED Project Coordinator	\$78,967.33	\$78,967.33
Assistant COPE Director		
Assistant Research Director	\$101,667.10	\$101,667.10



Campaign Worker and Leave of Absence Replacement [per Article I, Section 3]: \$3,500 per month.

Salary for employees of the Federation whose salaries depend on outside grants shall be determined by amounts negotiated with the individual grants.

It is agreed that salaries of grant employees should be determined by the amount that can be negotiated in the grant using the Union-Federation Agreement as a basis for negotiations.

4. All employees including grant employees shall receive a one-time bonus of \$1,500 in the pay period immediately following Nov. 1, 2014, said bonus to be paid in the form of cash or as a 401(k) contribution, at the employee's option.

#### **APPENDIX B – DEFINITION OF FAMILY MEMBERS**

For purposes of this Agreement, "family" shall include the employee's spouse or domestic partner, parents, step-parents, or legal guardians, children, step-children, or wards, siblings, grandparents, grandchildren, as well as the same relations of the employee's spouse or domestic partner.



## SIDE LETTER TO COLLECTIVE BARGAINING AGREEMENT

### PENSION 13<sup>TH</sup> CHECK

For the term of November 1, 2013 through October 31, 2015 in this Collective Bargaining Agreement, the Union and Employer agree that Pensioners and Beneficiaries with an annuity starting date prior to January 1, 2014, who receive a monthly benefit in both June and December of a calendar year, shall receive an extra monthly benefit check in December of that calendar year.

Employees who are Participants and employed by the Employer on November 1, 2013, who retire on or after December 1, 2013 and who receive a monthly benefit in both June and December of a calendar year shall receive an extra monthly benefit check in December of that calendar year. If such an Employee's Beneficiary is receiving such monthly benefits due to the death of such an Employee, then that Beneficiary shall receive the extra monthly benefit check.

No other Pensioners, Beneficiaries, past or future Employees are entitled to receive an extra benefit check pursuant to the provisions of this Side Letter.

Dated: December , 2013

CALIFORNIA LABOR FEDERATION, AFL-CIO

By: 

ART PULASKI, Secretary- Treasurer

TEAMSTERS LOCAL 853

By: 

ROME ALOISE, Secretary-Treasurer

PACIFIC MEDIA WORKERS GUILD

By: 

CARL HALL, Executive Officer