

TENTATIVE AGREEMENT
for
Collective Bargaining Agreement
between
Bay Area News Group-East Bay
and
California Media Workers Guild
TNG-CWA Local 39521

DRAFT

This document has not been given final approval by the Parties and does not include Article XXXIV Interns and Temporary Employees, or an approved list of Exempt titles as provided in Article III.

May 29, 2009

TABLE OF CONTENTS

ARTICLE/SECTION

PAGE

TK

ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1.1. THIS AGREEMENT is made and entered into between BAY AREA NEWS GROUP-EAST BAY (BANG EB), hereinafter referred to as the “Company” and the California Media Workers Guild, Local 39521, The Newspaper Guild-Communication Workers of America, AFL-CIO-CLC, hereinafter referred to as the “Guild”.

Section 1.2. This Agreement shall become effective _____, 20__, and shall continue in full force and effect until NOV. 30, 2010. Thereafter at least ninety (90) days prior to the end of the Agreement, but no less than 60 days, either party shall serve notice upon the other, as prescribed herein, that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

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

ARTICLE II PURPOSE

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

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

ARTICLE III
RECOGNITION
TA provisional

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

All full time and regular part time employees in the editorial department of the Bay Area News Group-East Bay excluding all other employees in all other departments of the Company. Positions excluded from the bargaining unit are all supervisors, managers, directors, supervisory editors, confidential employees, interns and temporary employees. **Tentative Agreement 05/12/09 but still requires listing of positions by title. Temps and interns definitions and limits to be addressed by ART XXXIV. Employer may add one additional editorial dept exempt title.**

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

ARTICLE IV

UNION MEMBERSHIP

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

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

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

ARTICLE V

DUES DEDUCTION

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

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

TO: BANG – East Bay:

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

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

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

NAME _____ EMPLOYEE NUMBER: _____
(Print or type)

SIGNATURE _____ DATE: _____

ARTICLE VI

WORK OF EMPLOYEES

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

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

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

**ARTICLE VII
MANAGEMENT RIGHTS**

Renumbered 5/29

Section 7.1. Except as limited by the terms of this Agreement, the Company reserves and retains exclusively to itself the traditional rights in the exercise of the functions of Management, including but not limited to the following rights: to manage and operate all Company facilities of any kind; to direct its employees; to direct, plan and control all Company operations; to establish rules of conduct not inconsistent with the terms of this Agreement; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to develop and implement performance evaluation standards and a merit pay program consistent with provisions of this Agreement; to establish and/or change existing methods, materials, equipment and facilities; to determine the source and methods of business operations, the schedule of such operations and the assignment of particular employees to particular business operations; to determine the design, marketing, advertising and pricing of said products and/or services; to utilize suppliers, vendors and subcontractors (including the use of vendors, suppliers or subcontractors personnel in testing and/or working on equipment or materials supplied by the vendor, supplier or subcontractor); to select and hire employees, and assign them to work as needed; to schedule hours of work; to promote, demote, transfer, suspend, discipline and discharge employees; to utilize the services of freelancers, stringers, and independent contractors; and to layoff employees.

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

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

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

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

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

ARTICLE VIII
DISCIPLINE AND DISCHARGE

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

Section 8.2 Disciplinary measures may include but not be limited to oral or written warnings or reprimands, suspension from work without pay for no more than two (2) weeks, and discharge. A disciplinary suspension may be imposed for a longer period by written agreement of the parties.

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

ARTICLE IX
NO STRIKES – NO LOCKOUTS

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

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

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

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

ARTICLE X

LAYOFF

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

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

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

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

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

ARTICLE XI

INTRODUCTORY PERIOD

Section 11.1 The first 13 weeks of employment from an employee's date of hire, shall be an introductory period, during which period any employee may be dismissed for any reason. This period may be extended upon written notice to the Guild for a period up to an additional 13 weeks.

Section 11.2 If an employee is rehired after a break in continuity of employment, he/she shall also serve a 13 week introductory period. . This period may be extended upon written notice to the Guild for a period up to an additional 13 weeks.

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

ARTICLE XII GRIEVANCE PROCEDURE

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

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

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

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

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

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

ARTICLE XIII

ARBITRATION

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

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

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

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

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

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

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

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

ARTICLE XIV

SUPERVISORS

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

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

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

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

ARTICLE XV

HOURS OF WORK

TA with 15.2 bf added 5/28

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

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

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

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

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

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

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

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

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

ARTICLE XVI
OVERTIME

TA 5/28 w 16.6 added bf

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

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

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

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

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

Section 16.6 An employee may request compensatory time-off in lieu of cash payment of overtime. Compensatory time shall be awarded at the straight-time hours worked except when such compensatory time-off is based on hours worked in excess of forty hours in any given one week period of time. Compensatory time may be taken in the same pay period in which it is earned or scheduled at a later time by written mutual agreement and in a manner consistent with applicable law. **If a mutual agreement can not be reached,** an employee shall be directed to take any and/or all accumulated compensatory time in the sole judgment of the supervisor. **Tentative Agreement 05/28/09.**

ARTICLE XVII

SCALE OF WAGES

TA 5/28 w 17.6 and 17.7 restored

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

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

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

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

Journalist:	\$18.75/hour
Support Staff:	\$15.20/hour

Section 17.5. The Guild recognizes that the Company may propose wage reductions in order reduce costs during the term of this Agreement. In the event the Company announces a general wage reduction program, the Guild agrees to enter into a wage reopener for the sole purpose of negotiating the wage minimum and other wage-related items under the following conditions:

1. Terms of such pay reduction program, including pay reductions for non-represented employees, shall be communicated to the Guild, along with the aggregate amount of cost savings the Company seeks to achieve through any bargaining unit pay adjustments.
2. The Guild reserves the right to propose alternative means of achieving the aggregate amount of cost savings sought by the Company in bargaining unit pay reductions.

3. In the event the parties cannot reach an agreement within two (2) weeks, the Company shall reserve the right to implement a pay reduction under the same terms as were applied to non-represented employees.

4. No such pay reduction for the Guild bargaining unit may be implemented before the first pay period beginning after Sept. 30, 2009.

Section 17.6 All employees shall be paid bi-weekly on a Friday. Employees arre paid in arrears, for work performed during the Monday through Sunday pay cycle. Only the employee to whom the check is written may pick up a paycheck unless written permission has been given to another person to do so. Actual paydays and the beginning and ending days of a pay cycle may be changed with fourteen (14) days advance notice to the Guild.

Section 17.7 Nothing in this agreement shall prevent employees from bargaining individually for pay increases in excess of the minimums established herein.

ARTICLE XVIII

VACATION

TA renumbered only 5/28

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

Section 18.2 Full-time employees accrue vacation determined by hire date. Employment on or before the 15th of the month, accrues from the first of that month. Employment after the 15th of the month, accrues from the first of the following month. Employees may take vacation after six months of continuous service.

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

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

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

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

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

(f) Vacation is credited at the end of each month of company service according to the employee's vacation accrual date.

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

Section 18.3 Vacations are scheduled by the following guidelines:

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

(b) All requests for vacation must be approved by the Company in advance, and the scheduling of vacations is made at the discretion of the Company, based upon the needs of the Company with due consideration given to the requests of the employee and the previous schedule of vacations. Vacation requests must be approved or denied within two five (5) working days after the employee's request.

Section 18.4 Part-time employees who are regularly scheduled and regularly work 24 or more hours a week shall accrue vacation on a pro-rata basis.

Section 18.5 Employees who lose vacation time as a result of this agreement will be permitted to take that time unpaid within one year of the ratification of the agreement. No employee shall have his or her annual vacation accrual reduced by more than one week as a result of implementation of this accrual schedule.

ARTICLE XIX

SICK LEAVE

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

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

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

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

ARTICLE XX

RETIREMENT PLAN

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

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

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

ARTICLE XXI
HEALTH BENEFITS

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

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

Section 21.3 A representative of the Company and the Guild shall form a subcommittee to meet with representatives of the Guild Health & Welfare Plan ("Joint Trust") for the purpose of determining the feasibility and costs of providing health benefits to members of the BANG-EB bargaining unit through the Joint Trust, effective Jan. 1, 2010. An initial report from this subcommittee shall be concluded prior to ratification of this agreement.

ARTICLE XXII EMPLOYEE EXPENSES

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

Section 22.2 For miles driven using a personal vehicle in the course and scope of performing authorized work for the Company, the Company will reimburse the employee at a per mile driven rate which is equal to the rate extended to non-bargaining unit employees and subject to the same reporting and documentation requirements.

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

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

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

Section 22.6. In lieu of reimbursement for business use of personal cell phone, employees designated by the Editor as being required to be available by pager or cell phone, the Company shall pay \$10.00 each bi-weekly pay period that such availability is required.

ARTICLE XXIII

INTERNET

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

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

ARTICLE XXIV NOTICE

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

Company: Publisher
Bay Area News Group – East Bay
2640 Shadelands Drive
Walnut Creek, CA 94598

Guild: **Executive Officer**
California Media Workers Guild
433 Natoma Street
San Francisco, CA 94103

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

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

Section 24.4. All notices to employees to be given by the Company under this Agreement shall, except where some other method is specifically prescribed herein, be deemed to have been properly given if the employee is notified in person, either orally or in writing, or if notice is mailed to the employee's last address on file with the Company or is given by telephone to the employee's last telephone number on file with the Company. If mailed, the notice shall be deemed to have been given on the day that it is mailed. In addition to the foregoing methods of giving notice to employees, the posting of written notice on the Company bulletin board, stationary or electronic, shall constitute proper notice in all cases, provided that the employee or employees concerned were present at work in the plant during some part of the time between the posting of the bulletin board notice and the commencement of the event being announced by the notice.

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

ARTICLE XXV

HEALTH and SAFETY

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

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

ARTICLE XXVI

HOLIDAYS

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

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

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

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

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

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

ARTICLE XXVII

CONFLICTS WITH LAW

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

**ARTICLE XXVIII
LEAVE OF ABSENCE**

TA 5/28/09 with parents parttime ss 28.6 deleted, subsequent ss renumbered

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

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

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

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

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

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

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

**ARTICLE XXIX
OUTSOURCING/ SUBCONTRACTING**

Section 29.1 The Company retains the right to subcontract work.

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

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

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

ARTICLE XXX

NO DISCRIMINATION

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

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

ARTICLE XXXI

INFORMATION

Section 31.1 The Company will, on a quarterly basis, provide the Guild with: the name, address, date of hire, classification, minority status and rate of pay of each employee in the bargaining unit; the names of employees whose employment has terminated; the names of employees who have changed classification, the classification involved, the effective date of the change; the names of employees who have received an increase in pay, the type of increase, the amount of the increase, the resulting new salary, and the effective date of the increase. The information for any given quarter will be provided by the end of the first payroll following the end of each quarter.

**ARTICLE XXXII
MISCELLANEOUS**

TA 5/28 with added word bf in 32.4

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

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

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

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

ARTICLE XXXIII
BYLINES

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

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

ARTICLE XXXIV
INTERNS AND TEMPORARY EMPLOYEES

THIS Article will be added pursuant to agreement of the Parties.

**ARTICLE XXXV
MILITARY SERVICE**

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

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

ARTICLE XXXVI OUTSIDE ACTIVITIES

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

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

Section 36.3 To further reduce even the appearance of a conflict of interest, employees are encouraged to avoid positions that entail seeking publicity for their group or community organization. Recognizing that it is not possible to foresee all conflicts that could emerge, employees are expected to be alert to involvement that may affect or impact the reputation, integrity or appearance of fairness with the Company, and, when they surface, bring them to the attention of their editor/supervisor.

ARTICLE XXXVII

DISCLOSURE and AUTHENTICATION

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day
of _____, 20 ____.

Bay Area News Group -- East Bay

California Media Workers Guild
