

# **AGREEMENT**

**BEWEEN THE  
NORTHERN CALIFORNIA MEDIA WORKERS GUILD  
AND  
THE INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION – ORGANIZERS  
NOV. 1, 2005 – OCT. 31, 2010**

This agreement is made effective this 1<sup>st</sup> day of November, 2005, between the International Longshore and Warehouse Union, AFL-CIO, (hereinafter referred to as "Employer") and the Northern California Media Workers Guild/Typographical Union-CWA, Local 39521 (hereinafter referred to as "Guild") chartered by The Newspaper Guild/CWA, AFL-CIO, CLC, for itself and on behalf of all the employees described in Article I.

## ARTICLE I - COVERAGE

Section 1. This agreement covers project organizers and international organizers.

Section 2. Except as otherwise provided in this agreement, the unit acknowledges the established right of the ILWU to manage and to direct the working forces, including, but not limited to, the right to establish new jobs, abolish or change existing jobs; increase or decrease the number of jobs; change materials, processes, equipment and operations; and the right to schedule and assign work, and work to be performed; hire employees, suspend, demote, discipline, or discharge for proper cause; and to transfer or lay off employees because of lack of work or other legitimate reasons.

## ARTICLE II - UNION SECURITY

Section 1. It shall be a condition of employment that all employees covered by this agreement who are members of the Guild 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 Guild. 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 (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Guild.

Section 2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of The Newspaper Guild/CWA and the by-laws of the Northern California Media Workers Guild local.

Section 3. The Employer shall, in compliance with all applicable law, deduct from the paycheck of each employee in the first pay period for the month, and shall pay to the Guild not later than the tenth (10<sup>th</sup>) day following such deduction, all dues levied by the Guild for the current month.

Section 4. In all matters concerning employment there shall be no discrimination against employees because of age, gender, race, creed, color, sexual orientation, national origin, political activities, political beliefs, or union activities.

Section 5. The Employer agrees to supply the Guild in January of each year with a salary list of all employees covered by the Guild bargaining unit, showing name, date of birth, date of hiring, job title, and pay rate. The Employer further agrees to supply the Guild once each month a list of the employees in the unit who are added to and deleted from the payroll and any changes in job classifications or salaries.

Section 6. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this agreement.

Section 7. Employees shall not be required to cross bona fide picket lines.

### ARTICLE III - SECURITY

Section 1. Whenever seniority is referred to in this Agreement, it shall include continuous service with the Employer in a position covered under this Agreement, except for the purpose of vacation and severance entitlement.

Section 2. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of nine (9) months beginning from the date of hire.

Section 3. Employees with more than nine (9) months of service shall not be subject to discharge or discipline except for just and sufficient cause.

### ARTICLE IV - (This article intentionally left blank.)

### ARTICLE V - LAYOFF

Section 1. The Employer shall notify and consult the Guild at least two (2) weeks in advance of any layoff. Layoff shall not be used as a subterfuge for the discharge of any employee.

Section 2. Any employee laid off shall be given advance notice and severance pay at the

rates listed below. Any partial year of employment shall be pro-rated.

Less than two years employment: one (1) week notice, and one (1) week's pay per full year of employment.

Two years but less than five years employment: two (2) weeks' notice and one (1) week's pay per full year of employment.

Five years but less than 10 years employment: three (3) weeks' notice and two (2) weeks' pay per full year of employment.

Ten or more years employment: four (4) weeks' notice and two (2) weeks' pay per full year of employment.

Section 3. Employees on temporary or permanent layoff shall be entitled to full Health, Dental and Prescription Drug Coverage based on their seniority as follows:

Nine (9) months to one (1) year	-	one (1) month
One (1) to three (3) years	-	three (3) months
Four (4) to seven (7) years	-	six (6) months
Eight (8) to twelve (12) years	-	twelve (12) months
Thirteen (13) to seventeen (17) years	-	eighteen (18) months
Eighteen (18) to twenty-three (23) years	-	twenty-four (24) months
Twenty-four (24) plus years	-	thirty-six (36) months

Employees who obtain Health insurance coverage from another source shall be dropped from this obligation.

Employees entitled to COBRA coverage shall be afforded this opportunity at the end of the above extended coverage periods.

Section 4. Each employee with one full year of service or more shall be placed on the rehire list for six (6) months per each complete year of service, up to a maximum of three (3) years on the rehire list.

Said employee shall be notified by the Employer of openings covered by this Agreement. No opening shall be filled from other than the rehire list unless employees on the rehire list do not have the qualifications to perform the work. Time spent on a rehire list by laid-off employees shall not constitute a break in continuity of service and seniority, nor shall time on such a list be counted as service time.

## ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. The Guild shall designate a committee of its own choosing 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. Grievances shall be in good faith, be filed within ten (10) days of the date that a person should have reasonably become aware of the grievance. Failure to comply with this section shall render the issue null and void.

Section 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 Guild without prejudice to the Employer. Efforts to adjust grievances shall be made whenever possible during the normal workday and workweek.

Section 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 arbitrable, not satisfactorily settled within 30 days of its first consideration may be submitted for final and binding arbitration by either party within 30 days. Failure of the Guild to request arbitration within 30 days shall render the pending grievance null and void.

Section 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.

Section 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.

Section 6. Arbitrations shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association, except as may be mutually agreed to otherwise.

## **ARTICLE VII - CLASSIFICATIONS, SALARIES AND ALLOWANCES**

Section 1. For the classifications covered by this Agreement, the minimum salaries shall be as follows:

### International Organizer/Researcher

Effective 11/1/2005

\$2,460.21 Semi-monthly

On May 1 of each year during the term of this contract, the minimum semi-monthly salary shall be readjusted as specified in section 2, below.

Section 2. Each May 1 during the term of this contract, the annual wages of the organizers as listed in this document shall be adjusted by a percentage equal to the average of the increase in percentage terms in the base rate of pay in the ILWU's three major contracts – Longshore, Northern California warehouse, and Local 142's major hotel agreements (tourism) during the previous calendar year.

International organizers may be paid 80% of the normal rate during their first year of employment, and 90% during their second year, and will be advanced to 100% at the beginning of their third year.

#### Project Organizer

Project organizers may be paid 80% of the international organizer rate during their first year of employment, and 90% during their second year. A project organizer retained beyond two years shall become an International Organizer at the beginning of his/her third year.

### ARTICLE VIII - VACATIONS

Section 1. Vacations with pay shall be granted employees who have completed periods of continuous service with the Employer, as follows: after nine (9) months, one (1) week; after one (1) year, two (2) weeks; after three (3) years, three (3) weeks; after five (5) years, three (3) weeks plus two (2) days; after seven (7) years, three (3) weeks plus three (3) days; after ten (10) years, four (4) weeks; after fourteen (14) years, four (4) weeks plus two (2) days; after seventeen (17) years, four (4) weeks plus three (3) days; after twenty (20) years, five (5) weeks; and after twenty-five (25) years, six (6) weeks.

Section 2. It is the policy of the Employer to have vacation used in the year in which it is earned. An employee shall have the right to carry over reasonable amounts of vacation to subsequent years, provided that no more than six (6) weeks of vacation may be accrued at one time.

Section 3. All accrued pro rata vacation time shall be paid to employees taking maternity or paternity leave or other leaves of absence up to the time of the granting of the leave of absence or upon termination of employment.

Section 4. Requests for vacation shall not be unreasonably denied.

Section 5. Upon termination, an employee shall be paid all accrued vacation. For the year in which the employee terminated, vacation shall be pro rated for a partial year of service.

## ARTICLE IX - HOLIDAYS

Section 1. The Employer shall allow time off with pay for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

Section 2. The Employer shall allow time off for two floating holidays to be taken at the employee's discretion.

Section 3. An employee shall be entitled to an additional day off for each holiday occurring during the employee's vacation.

Section 4. When a holiday falls on a Saturday, it shall be observed on Friday or Monday at the discretion of the Employer. If the Employer decides to remain open on Friday and Monday, the staff will be so divided that part of them will work on each of the two days. A holiday falling on a Sunday shall be observed on the succeeding Monday.

## ARTICLE X - HEALTH AND WELFARE AND PENSIONS

Section 1. Pensions: The present pension benefit plan shall be maintained for the life of the agreement.

Section 2. Health and Welfare: The present Health and Welfare benefit package shall be maintained for the life of the agreement.

## ARTICLE XI - SICK LEAVE

Section 1. The Employer's policy on sick leave shall be continued for the duration of this Agreement.

Section 2. Physical inability to work due to pregnancy shall, except as noted below, be considered to be the same as inability to work due to sickness. Sick leave for maternity shall be granted as provided in the FMLA.

## ARTICLE XII - LEAVES OF ABSENCE

Section 1. Upon request the Employer shall grant 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.

Section 2. In the event an employee is elected or appointed to any office or position in the Newspaper Guild, or a local of the Newspaper Guild, this shall be considered good and sufficient cause for a leave of absence.

Section 3. Employees inducted into the national service of the United States including the Armed Forces, the Peace Corps and Vista, 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 is no longer in effect, a comparable job with a salary no less than what they would have received had their service with their Employer been continuous, provided that they apply for reinstatement within 30 days after release from the national service. The provisions of federal law, where applicable, shall apply.

Section 4. Any employee with one or more years of service may, upon the birth of a child or in the case of a sick immediate family member, take leave not to exceed five months, without pay, and 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 of the employee's baby or as soon as possible in the case of a sick immediate family member. 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.

Section 5. Employees shall be provided leave with supplemental pay during periods of required jury duty and during required military reserve training or during emergency military reserve duty, for a period not to exceed two weeks per year. 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 basic salary that would have been received by the employee from the Employer for the same period of time.

Section 6. Each employee shall receive sufficient time off without reduction in pay to vote in national, state and/or local elections.

Section 7. Necessary compassionate leave with pay shall be provided to employees in the event of the death of family members. Family members include spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, mother-in-law and father-in-law. Additional unpaid leave may be granted as reasonably requested.

Section 8. Authorized leaves under Section 5 of this Article shall not constitute a break in service and shall be considered as service time for all rights under this Agreement.

#### ARTICLE XIII - MISCELLANEOUS

Section 1. Bulletin Board: The Employer agrees to provide a bulletin board for the use of the Guild.

Section 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 his capacity as a representative of the Employer.

Section 3. An employee and the Guild 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. Written warning shall be removed after one (1) year upon the request of the employee.

Section 4. Troubled Employees: The Employer and the Guild jointly recognize alcoholism, drug abuse, and diagnosed mental or emotional illness as illnesses which are treatable. It is also recognized that it is the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing 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.

Section 5. All existing established past practices concerning any terms and conditions of employment not altered or removed by this Agreement, shall remain in effect, unless modified in writing by mutual agreement. Such past practices include, but are not limited to, the following items:

1. Between Officers and staff exists a cooperative working relationship, characterized by mutual respect.
2. Sick leave is taken as needed.
3. Health and Welfare benefits for employee and employee's spouse and dependents are continued upon normal or early retirement from the ILWU as are provided for active employees for the term of the agreement.

The parties recognize additional items may need to be added to this list as they are identified. The Guild agrees to continue its good faith effort to identify any other past practices and inform the employer of their existence in a timely fashion by letter. Such items may be added to the above list at any time by mutual agreement. In the case of disagreement, which may only occur over whether the item was a past practice, the matter shall be resolved by submission for arbitration as provided for under Article VI (Grievance Procedures) of this Agreement.

6. Provisions of this contract that are identical to those in the Administrative Staff Guild Contract shall have the same meaning.

**ARTICLE XIV - EXPENSES AND TRANSPORTATION**

Section 1. Employees shall be reimbursed for all legitimate expenses incurred in the service of the Employer.

Section 2. Employees required to use their personal automobiles shall be reimbursed for mileage up to the maximum amount permitted by the Internal Revenue Service, except that those employees receiving a car allowance shall not be reimbursed for mileage. Each employee shall choose annually between the mileage or allowance.

Section 3. The car allowance shall be set at the following monthly rates:

	<u>2005</u>	<u>2007</u>	<u>2009</u>
	<i>Monthly / Semi-Monthly</i>		
<b>Non-Field staff:</b>	\$225/\$112.50	\$250/\$125	\$300/\$150
<b>Oregon/Washington staff:</b>	\$275/\$137.50	\$300/\$150	\$350/\$175
<b>California Field staff:</b>	\$375/\$187.50	\$400/\$200	\$450/\$225

Section 4. Upon ratification and on each anniversary of the ratification of this agreement, all covered employees shall receive an annual payment of \$500.00 to cover the cost of replacing items such as tires and/or windcreens.

Section 5. Employees attending a conference with the approval of the Employer shall be reimbursed for the conference fees.

**ARTICLE XV - DURATION AND RENEWAL**

Section 1. There will be a common expiration date of this Agreement with the NCMW Administrative Staff agreement and the OPEIU 29 Agreement. This Agreement shall take effect November 1, 2005, and remain in effect until October 31, 2010, 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.

Section 2. The terms and conditions of this Agreement shall remain in effect during negotiations for a successor agreement.

Section 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.

#### ARTICLE XVI - SUCCESSORS & ASSIGNS

Section 1. This agreement shall be binding on any and all successors and assigns of the employer, whether by transfer, merger, acquisition, consolidation or otherwise. The employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

The employer shall not enter into partnership, consolidation or merger with another organization unless such new entity assumes all accrued obligations and agrees to be bound by the terms and provisions of this Agreement.

FOR INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION, AFL-CIO

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

FOR NORTHERN CALIFORNIA  
MEDIA WORKERS  
GUILD/TYPOGRAPHICAL UNION -  
CWA, LOCAL 39521 AFL-CIO, CLC

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

Date: \_\_\_\_\_