

**AGREEMENT BETWEEN**

**YORK DAILY RECORD**

**AND**

**WASHINGTON-BALTIMORE NEWSPAPER GUILD**

**TNG-CWA 32035**

**July 1, 2016 – June 30, 2019**

## AGREEMENT

THIS AGREEMENT is made and entered into between THE YORK DAILY RECORD (hereinafter referred to as the "Publisher") and the Washington-Baltimore News Guild Local 32035 chartered by The Newspaper Guild, Communication Workers of America (hereinafter referred to as the "Guild"), for itself and on behalf of all employees of the Publisher described in Section 1.

### SECTION 1

#### Recognition and Jurisdiction

1.1 The Publisher recognizes the Guild as the sole and exclusive bargaining agent for Editorial employees as follows:

All full-time and part-time employees in the newsroom operations of the York Daily Record and any related products or publications. Positions currently excluded from the Guild are the Editor, News Director, Content Strategist, Consumer Experience Director, Content Coaches, Planners, Audience Analyst, Community Engagement Editors, Community Content Editor and temporary employees. Also excluded are all non-editorial employees including the Executive Assistant to the President and temporary employees.

1.2 The Guild shall have jurisdiction over the kind of work normally or presently performed by the unit covered by this contract, whether by presently or normally used processes or equipment or by new or modified processes or equipment and other work assigned to its members by the Publisher.

1.3 Any person holding a position outside the bargaining unit shall not perform any work presently done by employees in the bargaining unit. Unit work may be performed by supervisory personnel, so long as such performance does not result in a reduction of staff, or to avoid filling vacancies.

1.4 Subcontracting. The Company specifically retains the right to subcontract any work covered by this Agreement provided, that in the event of a subcontract which may reasonably result in a layoff of employees, the Company shall notify the Guild sixty (60) days prior to the anticipated action and negotiate the effects of such decisions. Failure to reach an agreement concerning the effects within two (2) weeks, shall not delay the Company's action. Any employee laid off as a result of the subcontracting will receive double the severance they are entitled to under this Agreement which shall not exceed forty-five (45) weeks. Any effects bargaining will not include severance, as severance was resolved here.

1.5 During the term of this Agreement, the Company reserves the right to move work from other publications to the York Daily Record and also remove such work without

implicating the Recognition and Jurisdiction clause of this paragraph. If such work is brought in or removed, the Guild shall be notified in advance.

## SECTION 2

### Guild Membership and Dues Check-off

2.1 The Publisher shall require as a condition of employment of each employee hired after ratification of this Agreement and covered by this Agreement, that he or she be and remain a member of the Guild in good standing during the term of his or her employment. Such newly hired employee shall become a member of the Guild no later than ninety (90) days following his or her employment with the Publisher. Such employee shall have the right to withdraw from membership in the Guild on his or her one (1) year anniversary for a period of one (1) full week after such date. Five (5) employees may withdraw from membership in the Union each calendar year of the Agreement. Employees employed on the ratification date shall maintain their status as members or non-members.

2.2 Upon an employee's voluntary written assignment to the Guild, the Publisher shall deduct from the earnings of such employee and pay to the Guild not later than the last day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's earnings in accordance with the schedule furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

2.3 The Publisher's sole responsibility for dues check-off shall consist of deduction of dues from the Guild employees' paychecks in accordance with Guild-prepared schedules submitted not later than the close of the final pay period of each month, and remission of the same to the Guild Treasurer not later than the last day of the month.

## SECTION 3

### Definitions

3.1 Definitions of time and pay:

3.1.1 Hour of work, hours of work, or hours worked is time spent on the job.

3.1.2 Workday or working day is seven and one-half (7-1/2) to ten (10) hours exclusive of meal periods.

3.1.3 Workweek is thirty-seven and one-half (37-1/2) hours of work.

3.1.4 Scheduled hours of work are hours of work as scheduled by the Publisher.

3.1.5 Minimum weekly salaries are the minimum amounts paid for thirty-seven and one-half (37-1/2) hours of service time for specific job classifications (see Section 6).

3.1.6 Regular hourly rate is the minimum weekly salary divided by thirty-seven and one-half (37-1/2) hours.

3.1.7 Premium rate is a rate paid to an employee in excess of the regular hourly rate.

3.1.8 Night differential is 3.2 percent (3.2%) of an employee's regular hourly rate of pay and premium rate of pay.

3.1.9 Full pay rate is the rate of pay, which would be received by an employee, had he or she worked his or her regularly scheduled hours of work. Full pay shall include his or her regular hourly rate, and, if applicable, a premium rate and the night differential. However, full pay rate shall not include any overtime or double time pay.

3.1.10 Paid hour is an hour of work multiplied by the full pay rate. Paid hour is also an hour accruing from the time-off benefits of this contract multiplied by the full pay rate.

3.1.11 Paid day is a paid workday.

3.1.12 Service time is hours (worked and not worked) credited to an employee.

3.1.13 Length-of Service is accumulated service time.

3.1.14 The pay period is Monday through Sunday and covers two consecutive weeks.

### 3.2 Definitions of kinds of employees:

3.2.1 Full-time employees are those employees who are hired to work a workweek of thirty-seven and one-half (37-1/2) hours.

3.2.2 Part-time employees are those employees who are hired to work a workweek of less than thirty-seven and one-half (37-1/2) hours.

3.2.3 A temporary employee is an employee who is hired to work not more than one hundred twenty (120) days from the date of hire. A temporary employee may be a full-time or part-time employee.

3.2.4 Journeyman are employees with four (4) years of service in their classification with the York Daily Record. Exceptions to this definition would be employees advanced to journeyman status sooner than four (4) years.

3.2.5 Member of the Guild in good standing means fulfilling such financial obligations as may be enforced through a union security clause pursuant to National Labor Relations Act.

### 3.3 Holiday definitions:

3.3.1 A holiday is time away from any and all jobs with the York Daily Record while on holiday. It is a definition of time and not pay.

3.3.2 Paid holiday (full-time employee) is the employee's paid day multiplied by the full pay rate.

3.3.3 Paid holiday (part-time employee) is the average hours worked per day by the employee in the two (2) weeks (immediately preceding the holiday) multiplied by the full pay rate.

3.3.4 Full pay rate is the rate of pay, which would be received by the employee, had he or she worked his or her regularly scheduled hours of work on any day except the holiday. Full pay, as used here, shall include the regular hourly rate and, if these would have been paid to an employee, a premium rate and the night differential, but excluding rates based on time and one-half and double time.

3.3.5 Eligible employee signifies an employee who, under the terms of this contract, would be entitled to a paid holiday.

3.3.6 Holiday work is work hours on a contract holiday.

3.3.7 Personal holiday is a paid holiday scheduled by the employee and the Publisher two (2) weeks in advance of the personal holiday except in emergencies.

3.3.8 The holiday year is the calendar year.

3.4 Severance pay definitions:

3.4.1 Week of severance pay is thirty-seven and one-half (37- ½) hours multiplied by the highest full pay rate received by the employee during his or her employment with the Publisher. Full pay rate, as used here, shall mean the highest regular hourly rate paid to an employee including, if applicable, the premium rate and the night differential, but excluding rates based on time and one-half and double time.

3.5 Vacation definitions:

3.5.1 Vacation year commences on the anniversary of the employee's hire date and ends on the day before the next year's anniversary of the hire date.

3.5.2 Eligibility date is the anniversary of the employee's hire date.

3.5.3 Vacation time is time away from any and all jobs with the York Daily Record while on vacation. It is a definition of time and not pay.

3.5.4 Paid vacation day (full-time employees) is the employee's paid day multiplied by the full pay rate.

3.5.5 Paid vacation day (part-time employees) is the average hours paid per day to the employee, in the two (2) bi-weekly pay periods immediately preceding the vacation time, multiplied by the full pay rate.

3.5.6 Full pay rate is the rate of pay, which would be received by the employee, had he or she worked his or her regularly scheduled hours of work outside of the vacation time. Full pay, as used here, shall include the regular hourly rate and, if these would have been paid to an employee, a premium rate and the night differential, but excluding rates based on time and one-half and double time.

3.5.7 A service day is a calendar day on which service time is credited and for which paid hours are paid.

3.6 Sick Leave definitions:

3.6.1 Sick Leave is time off from the job which an employee is sick.

3.6.2 Paid sick day is the employee's paid day multiplied by the full pay rate.

3.6.3 Full pay (rate) is the rate of pay which would be received by the employee had he or she worked his or her regularly schedule hours of work at his or her regular hourly rate and, if these would have been paid to an employee, a premium rate and the night differential, but excluding rated based on time and done-half and double time.

3.7 Length -of-Service benefits are:

- Severance pay (Section 9)
- Vacations (Section 10)

3.7.1 Length-of Service factors in the contract:

<u>Section</u>	<u>Factor</u>
Hiring (4)	90 days probation
Temporary employees (5)	120 day limit
Pay schedules (6)	<u>time</u> required
Sick leave (11)	<u>service time</u> required
Military leave (14)	<u>service time</u> accrued
Leaves of absence (17)	<u>service time</u> accrued

3.8 Average hours is the daily or weekly average number of hours paid to an employee during a pay period or pay periods.

3.8.1 Average hours factors in the contract:

<u>Section</u>	<u>Factor</u>
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Holidays (8)	Computing pay for part-timers
Severance pay (9)	Computing pay for part-timers
Vacations (10)	Computing pay for part-timers
Sick leave (11)	Computing pay for part-timers

3.9 Qualifying hours are paid hours in a specific time period.

3.9.1 Qualifying hours factors in the contract:

<u>Section</u>	<u>Factor</u>
Holidays (8)	part-timers qualifying for personal holidays
Insurance (12)	qualifications for coverage
Military Leave (14)	part-timers qualifying for accrual of <u>service time</u>

## SECTION 4

### Hiring

4.1 In the event that the Publisher finds it necessary to fill vacancies in departments or required additional employees or candidates for positions, the Publisher shall be solely responsible for hiring, and classifying job applicants. In determining the salaries of new employees, credit shall be given for equal work in the job classification in which the new employee is employed.

4.1.1 The Publisher shall notify the Guild in writing when it is seeking to fill any vacancies or new positions.

4.2 The Publisher shall furnish to the Guild, in writing, within a week after employment, the name, address, telephone number, social security number, date of hire, and contract classification of each person hired after the effective date of this Agreement. Payroll information pertaining to Guild members will be furnished to the Guild upon request. Changes in the above information will be furnished to the Guild not less than monthly.

4.3 The first ninety (90) days from an employee's date of employment shall be a trial period, during which period any employee may be dismissed for any reason. Dismissals during the trial period are not subject to the grievance and arbitration provisions of this Agreement. Employees retained after the probationary period shall be credited with the length of service from the first day of their employment. The Publisher shall issue a copy of a work progress report to the employee thirty (30) days after the date of his or her employment and again sixty (60) days after the date of his or her employment. The Guild may see such reports upon request.

4.4 The Publisher and the Guild agree to adhere to the principles of equal opportunity and to cooperate with each other in complying with all applicable federal, state, and local laws and regulations. The Publisher and the Guild agree that there shall be no

discrimination against any employee or applicant for employment based on race, color, religion, creed, ethnic origin, political affiliation, gender, age, real or perceived physical or mental disability, marital status, union membership or activity in the union, national origin, serious health condition (as defined in the Family and Medical Leave Act ("FMLA") of 1993), or any other basis prohibited by applicable law. There shall be no interference with the operation of the Guild.

4.5 The Publisher agrees to post any newly created or vacant bargaining unit position. Employees may express their interest in such position by informing in writing the Managing Editor.

SECTION 5

Employment of Part-time and Temporary Employees

5.1 A part-time employee shall be paid on an hourly basis equivalent to the minimum weekly salary to which he or she is entitled by his or her classification.

5.2 The Publisher shall be permitted to employ temporary employees. There shall be a limit of two (2) temporary employees at a time, plus three (3) interns (no more than one (1) one-year intern may be employed at a time). A standard internship is for twelve (12) weeks. The guild shall be notified in writing as to the reasons for such hiring and its estimated duration. A temporary employee shall be employed for not more than one hundred twenty (120) days from the date of his or her employment. The exceptions would be in cases where employees are on vacation, sick leave, leave of absence, or assigned to a special project and their position needs to be temporarily filled. The temporary employee shall not receive severance pay, paid vacation days, leaves of absence, life insurance, group medical, sick leave, retirement or pension benefits. He or she will receive paid holidays on contract holidays but will not receive personal holidays. Temporary employees may be dismissed by the Publisher, in its sole discretion, notwithstanding any other provisions of the agreement to the contrary, and the dismissal shall not be subject to the grievances and arbitration provisions.

SECTION 6

Compensation

6.1 Compensation beginning July 1, 2016 and ending June 30, 2019, minimum weekly salaries shall be as stated below:

Minimum Salary Effective July 1, 2016

	<u>Weekly</u>	<u>Bi-Weekly</u>
6.1.1 Copy Editors (Hired prior to 12-6-93) Effective July 1, 2016	828.00	1656.00



Effective July 1, 2017	841.00	1682.00
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6.1.2 Journeyman

Effective July 1, 2016	806.00	1612.00
Effective July 1, 2017	818.00	1636.00

Reporters, Photographers, Copy Editors, Producers (Hired on or after December 6, 1993), and Artists.

6.1.3 Apprentices in the classification of Reporter, Photographer, Copy Editor, Producers (Hired on or after December 6, 1993) and Artists:

During the years of experience as follows effective October 1, 2004

	<u>Weekly</u>	<u>Bi-Weekly</u>
<b>First</b>		
Effective July 1, 2016	513.00	1026.00
Effective July 1, 2017	520.00	1040.00
<b>Second</b>		
Effective July 1, 2016	564.00	1128.00
Effective July 1, 2017	573.00	1146.00
<b>Third</b>		
Effective July 1, 2016	612.00	1224.00
Effective July 1, 2017	621.00	1242.00
<b>Fourth</b>		
Effective July 1, 2016	684.00	1368.00
Effective July 1, 2017	694.00	1388.00

6.1.4 Editorial Assistants:

During the years of experience as follows effective October 1, 2004:

	<u>Weekly</u>	<u>Bi-Weekly</u>
<b>First</b>		
Effective July 1, 2016	354.00	708.00
Effective July 1, 2017	360.00	720.00
<b>Second</b>		
Effective July 1, 2016	383.00	766.00
Effective July 1, 2017	388.00	776.00
<b>Third</b>		
Effective July 1, 2016	404.00	808.00

Effective July 1, 2017	410.00	820.00
Fourth		
Effective July 1, 2016	425.00	850.00
Effective July 1, 2017	432.00	864.00
Fifth		
Effective July 1, 2016	504.00	1008.00
Effective July 1, 2017	512.00	1024.00

6.1.5 Librarian:

During the years of experience as follows effective October 1, 2004:

	<u>Weekly</u>	<u>Bi-Weekly</u>
First		
Effective July 1, 2016	377.00	754.00
Effective July 1, 2017	382.00	764.00
Second		
Effective July 1, 2016	405.00	810.00
Effective July 1, 2017	411.00	822.00
Third		
Effective July 1, 2016	426.00	852.00
Effective July 1, 2017	433.00	866.00
Fourth		
Effective July 1, 2016	472.00	944.00
Effective July 1, 2017	479.00	958.00
Fifth		
Effective July 1, 2016	558.00	1116.00
Effective July 1, 2017	567.00	1134.00

6.2 Overtime: All time worked in excess of ten (10) hours per day for a four-day employee, or nine hours per day for a five-day employee, or thirty-seven and one-half (37-1/2) hours per week shall be compensated as overtime, which is one and one-half (1-1/2) times the employee's full pay rate. The Publisher shall keep a record of all overtime and such record shall be made available to the Guild at reasonable times. Payment for overtime shall be in salary or in compensatory time, as requested by the employee and approved by the Publisher. Any compensation time granted in lieu of overtime pay shall be taken consistent with the law (currently within the same pay period). Any part-time employee working more than nine (9) hours in one day shall be compensated at the rate of one and one-half (1-1/2) times the employees full pay rate.

6.3 Professional Sports Writer/Columnist: The Publisher and Guild agree that if there is a reporter in the Sports Department who is designated as the Professional Sports Writer/Columnist, work shall be performed to best meet the requirement of the Publisher, following regular consultation between the Professional Sports Writer/Columnist and the Sports Editor. Time worked beyond the standard workweek shall be approved in advance. Extra work hours shall be used as compensatory time by mutual agreement within 12 months. It is the position of both parties that this is consistent with government wage and hour standards for a journalist in a specialized area of coverage and/or commentary.

6.4 Night differential: Any employee who is scheduled by the Publisher to start work before 7 AM or after 12 Noon (2 PM for employees hired on or after December 6, 1993), shall receive in addition to his or her regular pay, a night differential payment. The rate of pay shall be 3.2 percent (3.2%) of the employee's regular hourly rate and premium rate. Where night differential applies, it shall be paid for the full shift.

6.5 Double time: An employee called to work on his or her day off shall be paid at two (2) times his or her full pay rate for hours actually worked only in cases where scheduling is changed within seven (7) days of report time.

6.6 The minimum weekly salaries established herein are minimums only. Individual merit may be acknowledged by increases (premiums) above the minimums. The Guild may recommend such increases (premiums), but the final decision shall be at the sole discretion of the Publisher.

6.7 Any dollar premium above the minimum shall be maintained when minimums are increased or when an employee is advanced through the operation of the experience progression schedule until he or she attains a rate of pay equivalent to that of a journeyman. The premium shall be defined as the dollar difference between the employee's actual salary and the minimum to which he or she would be entitled by his or her years of experience.

6.8 In the event an employee works in a higher classification, he or she shall be paid for the time actually worked at the higher rate and at his or her regular full pay rate for the remainder of his or her time.

6.9 There shall be no reduction in salaries, except where a journeyman promoted to a higher classification for a probationary period of six (6) months is returned to his or her former position at the end of the probationary period. Then his or her salary may be reduced to the salary he or she had been receiving immediately prior to the time he or she was promoted on probation, plus any increase that may have been effected meanwhile in the salary bracket to which he or she was returned.

6.10 In the event an employee is promoted from the bargaining unit to a supervisory position outside the bargaining unit, he or she shall have six (6) months to elect whether to retain the supervisory position or return to the bargaining unit. In the event the employee

decides to return to his or her former position in the bargaining unit, the employee shall have all his or her rights under the contract unimpaired, and time spent in the supervisory position counted for severance pay, pension, vacation, and all other length-of-service benefits. In addition, the employee will return to the salary to which he or she would have been entitled had there been no promotion.

## SECTION 7

### Working Schedules

7.1 In the Editorial Department, the working day shall be scheduled within a period of eleven and one-half (11-1/2) consecutive hours. This provides flexibility to accommodate a four (4) day work week. Such a four (4) day work week schedule will be agreed to by the employee and the Publisher. The Publisher will not require an employee to take more than a 1-1/2 hour lunch break.

7.2 It is recognized that the York Daily Record is a daily newspaper and that from time to time employees may be required to work both Saturday and Sunday on the same weekend.

7.3 Part-time employees shall work hours according to agreement between themselves and the Publisher.

7.4 Employees shall not work overtime without first obtaining authorization from the Publisher, and such overtime shall be reported.

7.5 Days off shall be designated by the Publisher for each employee and when designated shall continue regularly unless changed by notice of not less than two (2) weeks to the employee.

7.6 The Publisher shall post work schedules not less than two (2) weeks in advance, listing each employee's scheduled work days and hours. Changes in the schedule, as posted for any given two (2) week period, may be made only after notification of the employees involved and the Guild officers.

## SECTION 8

### Holidays

8.1 Each employee, active on the payroll on the day before the paid holiday, shall have the following paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to the observed Holidays, each employee active on the payroll on January 1<sup>st</sup>, shall have four (4) personal holidays. For an employee who terminated employment or becomes inactive on the payroll, payment for unused personal days for the current year shall be calculated on the basis of one (1) per each full calendar quarter in which the person was employed. In the work week in which one or

more of these Holidays occurs, all time worked beyond the remaining work days or work hours shall be compensated at the overtime rate.

8.2 Each part-time employee shall have the following paid holidays (part-time): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to the observed holidays, each part-time employee active on the payroll on January 1<sup>st</sup> shall have four (4) personal holidays (part-time). For an employee who terminates employment or becomes inactive on the payroll, payment for unused personal days for the current year shall be calculated on the bases of one (1) per each full calendar quarter in which the person was employed.

8.3 Employees (full-time or part-time) who are hired in the first quarter of the holiday year (calendar year) shall be granted three (3) personal holidays (full-time or part-time) that year; those hired in the second quarter, two (2) personal holidays (full-time or part time); those hired in the third quarter, one (1) personal holiday (full-time or part-time); and those hired in the fourth quarter shall not receive a personal holiday that year.

8.4 Night shift employees shall celebrate the day preceding the holiday in lieu of the holiday and shall work on holidays for straight pay at their full pay rate. However, night shift employees up to three (3) at one time and selected on the basis of seniority, shall be granted a day off on three (3) of the above named contract (non-personal) holidays in lieu of the employee's regular off day that week.

8.4.1 Scheduling holiday work, based on seniority and the requirements of the Publisher, shall be accomplished a least two (2) weeks in advance of the holiday.

8.5 Day shift employees shall celebrate the day of the holiday.

8.6 An eligible employee whose regular day off falls on one of his or her holidays or whose vacation time includes one or more of his or her holidays, shall receive an additional day or days off at another time. Scheduling of an additional day or days off, based on seniority and the requirements of the Publisher, shall be accomplished at least two (2) weeks in advance of the additional day or days off.

8.7 An eligible employee called into work on a contract (non-personal) holiday shall be paid at one and one-half (1-1/2) times his or her full pay rate for the time actually worked. In addition, he or she will receive his or her paid holiday pay.

8.8 A paid holiday shall be at full pay. The full pay is the rate of pay, which would be received by the employee, had he or she worked his or her regularly scheduled hours of work on any day except the holiday. Full pay, as used here, shall include the regular hourly rate, and if these would have been paid to an employee, a premium rate and the night differential, but excluding rates based on time and one-half and double time.

8.9 Personal holidays shall be scheduled by the employee and the Publisher two (2) weeks in advance of the personal holiday except in emergencies.

8.10 Personal holidays unused during the current holiday year may be carried forward to the next year only by mutual agreement between the employee and the Publisher and such agreement shall not be unreasonably withheld.

## SECTION 9

### Severance Pay

9.1 Upon dismissal an employee shall receive a written notice from the Publisher stating the cause of his or her dismissal.

9.2 Upon termination of employment through dismissal for a cause other than dishonesty or gross misconduct while on duty, an employee who has been employed by the Publisher for one (1) year shall receive one (1) week of severance pay for every six (6) months of employment with the Publisher. For those employees hired after January 1, 1957, the total shall not exceed thirty-two (32) weeks of severance pay. An employee who voluntarily resigns is not entitled to severance pay. An employee who retires is entitled to two (2) week severance pay.

9.3 A week of severance pay for a full-time employee is thirty-seven and one half (37-1/2) hours multiplied by the highest full pay rate received by the employee during his or her employment with the Publisher. Full pay rate, as used here, shall mean the highest regular hourly rate paid to an employee including, if applicable, the night differential and premium rate, but excluding rates based on time and one-half and on double time.

9.4 A week of severance pay (part-time employees) is the average hours paid per week to the employee in the thirteen (13) weekly pay periods immediately preceding the dismissal multiplied by the full pay rate as used in Section 9.3.

9.5 In the instance of an employee who has worked for more than one (1) year on a full-time basis and also on a part-time basis, computation of severance pay will be made by a committee of representatives of the Guild and the Publisher. In the event agreement cannot be reached the matter will be referred to an arbitrator for his or her decision.

## SECTION 10

### Vacations

10.1 Full-time employees shall receive paid vacation days (fulltime) during vacation time.

10.2 Part-time employees shall receive paid vacation days (part-time) during vacation time.

10.3 Each employee shall have paid vacation days (full-time or part-time) granted on the anniversary of their hire date. Vacation earned based on years of service shall be as follows:

10.3.1 No paid vacation days shall be earned for part-time employees with less than one (1) year of service. For full-time employees and after the first ninety (90) days of continuous service, an employee shall earn up to three (3) days of vacation, one (1) for each additional ninety (90) days worked until their anniversary date. If the employee terminates employment with the Publisher for any reason prior to their first anniversary date, no payment shall be made to the employee for any earned but unused vacation days.

10.3.2 Ten (10) days for one (1) year, but less than five (5) years of service.

10.3.3 Fifteen (15) days for five (5) years, but less than twelve (12) years of service.

10.3.4 Twenty (20) days for twelve (12) years, but less than twenty (20) years of service.

10.3.5 Twenty-five (25) days for twenty (20) years, but less than thirty-five (35) years of service.

10.3.6 Thirty (30) days for thirty-five (35) years of service or longer.

10.4 All employees entitled to paid vacation days must take their full vacation time off during the vacation year beginning on their hire date.

10.5 Paid vacation days and vacation time unused on the anniversary of the hire date shall be lost and not carried forward.

10.6 Scheduling of vacations, based on seniority and the requirements of the Publisher, shall be worked out between the employee and the Publisher by April 1 of each year.

10.6.1 Vacations shall be scheduled so that in each department no more than the following number of employees are on vacation at any one time (defined in schedule).

<u>Department</u>	<u>Number of Employees Off At One Time</u>
Editorial - News	4
Editorial - Sports	1
Editorial - Desk	1

Employees may be limited to two (2) weeks of paid vacation during the summer period (May 15 through September 30) in order to allow all other employees in their department to take (2) weeks of paid vacation during the same period.

10.7 Employees who terminate for any reason shall receive all unused paid vacation days earned in their final paycheck.

10.8 Paid vacation days are at the employee's current full pay rate. Full pay, as used here, shall include the regular hourly rate and, if these would have been paid to an employee, a premium rate and the night differential, but shall exclude rates based on time and one-half and on double time.

## SECTION 11

### Sick Leave

11.1 Paid sick days shall be granted to all full-time employees when an employee is on sick leave. Sick leave is earned by non-probationary employees at a rate of one (1) day per month of continuous employment up to twenty-six (26) work weeks. At the end of the initial probationary period, new employees will be credited with five (5) days of accrued sick leave. Each day of sick leave used shall be deducted from the total earned. Using sick leave does not relieve an employee of his responsibility to regularly report to his or her supervisor. Excessive absenteeism will result in discipline up to and including discharge. Employees hired prior to July 1, 1986, are credited with 130 days accrued sick leave.

11.2 A paid sick day shall be based on the full pay rate the full-time employee would have received had he or she worked his or her regularly scheduled hours of work. Full pay shall include the regular hourly rate and, if these would have been paid to an employee, a premium rate and the night differential, but shall exclude rates based on time and one-half and on double time.

11.3 Sick leave without pay shall be paid to part-time employees. The method used for pro-rating pay in Section 3.5.5 (paid vacation - part time) will be used in this section.

11.4 The Publisher may require an employee absent for more than two (2) consecutive work days on sick leave to submit a physician's certificate.

11.5 The Publisher shall continue the practice of making no deductions for sick leave from overtime credited or to be credited to an employee.

11.6 Unless otherwise stated, the provisions of the Family and Medical Leave Act of 1993 shall apply to maternity leaves.



## SECTION 12

### Insurance

12. Employees covered by this Agreement will receive health insurance on the same basis (including plans/benefits offered, premiums and eligibility requirements) as York Daily Record employees who are not covered by the Agreement.

12.1 The Publisher reserves the right to change the insurance contract, or the carrier as long as insurance coverage remains comparable to the current policies and the Guild has been provided with prior notice. It is understood that the current maximum individual benefit under the insurance contract is \$1 million.

## SECTION 13

### Grievance Procedure

13.1 The Guild shall designate a committee of its own choosing to take up with the Publisher, or his authorized agent, any matter arising from the application of this Agreement or affecting the relations of the employees and the Publisher. The Publisher shall have a right to take up with the Guild any matter arising in connection with this Agreement and its application or any other matter affecting the relationship of the employee and the Publisher.

13.2 All grievances which may arise as to the fulfillment of any clause in the Agreement, or alleged violation thereof, shall be adjusted in accordance with the following procedure:

STEP ONE: The Guild shall submit a grievance in writing setting forth the facts on which it is based to the Publisher or his authorized agent. A disciplinary or dismissal matter shall not be grievable more than twenty-one (21) calendar days after the Publisher gives notice to the Guild of such discipline or dismissal. All other matters shall be submitted within a reasonable period of time to the Publisher or his authorized agent, not to exceed fourteen (14) days after the Guild becomes aware of the grievance.

STEP TWO: Within ten (10) working 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 Publisher shall submit its written decision and the facts upon which it is based on the matter within four (4) working days after said meeting.

STEP THREE: Upon receipt of the Publisher's written decision, if unsatisfactory to the Guild, then the Guild may request a meeting with the Publisher or his authorized agent and the Guild's committee. Said request to be made within thirty (30) working days of receipt of Publisher's decision, and meeting to take place within eight (8) working days of said request.

STEP FOUR: If the grievance is then not adjusted, either party may within thirty (30) working days after said meeting, request arbitration by sending a notice to the American Arbitration Association and a copy of same to the other party. If the Guild fails to move the grievance within the period herein above mentioned, unless extended by mutual consent, the grievance shall be waived. If the Publisher fails to comply to said time periods herein above set forth, unless mutually extended, the grievance shall be deemed to be granted and admitted.

13.3 Any grievance, which remains unsettled after having been processed pursuant to the above provisions of Section 13.2 and is submitted to the American Arbitration Association shall be processed according to the AAA rules as follows:

13.4 Each arbitration shall be limited to a single grievance, except by mutual agreement of the Publisher and the Guild. Grievances of two (2) or more employees, all of whom are affected by the same grievance or a single act or event, will be considered a single grievance.

13.5 The Arbitrator shall not have the authority to make an award, which has the effect of amending, altering, enlarging, detracting from or modifying or ignoring any provision of this Agreement.

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

13.7 Arbitration costs shall be equally divided between the parties except that each party shall bear the expense of preparing its own case, and neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

## SECTION 14

### Military Service

14.1 Any employee who is required by the United States to enter military service which takes him or her out of the employment of the Publisher or who voluntarily enters any of the military services of the United States, or of any state, territory or federal district, or who has left on such service since the enactment of the Selective Service and Training Act of 1940 and the National Guard Act of 1940 shall be deemed to be an employee on leave of absence for such times as these Acts require and shall resume his or her position or a comparable one within two (2) weeks from the date of notice of desire to resume employment, with severance pay rating and other rights under this contract unimpaired.

14.2 Time spent in the service by an employee in comparable service in his or her classification shall be considered as service time with the Publisher in computation of all contract benefits.

14.3 An employee who re-enlists in such service when such kind of service no longer is required shall no longer be on leave of absence and shall be considered to have voluntarily resigned.

14.4 If an employee, upon his or her return from such service, is found to be physically incapacitated to the extent that he or she is unable to resume his or her former employment, the Publisher shall make all efforts to place him or her in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall be considered dismissed and shall receive his or her severance pay.

14.5 An application for resumption of employment following service must be made within ninety (90) days after termination of such service plus travel time from separation center to the place of employment.

14.6 An employee promoted to take the place of one employee entering the service may, upon resumption of the other employee's employment, be returned to his or her former position and salary. The salary shall be no less than the current minimum for the lower position. An employee promoted to fill such a vacancy, which such promotion is temporary, shall continue to accumulate experience credit in the classification from which he or she is promoted. In the event of a subsequent permanent change in employment and consequent change of classification, the employee shall receive full experience credit in such new classification for the period in which he or she has already been engaged in such new classification.

14.7 An employee hired specifically as a replacement for another employee entering the service shall be covered by all the provisions of this Agreement, except this military service section, and such employee upon entering the service, shall be given pro rata vacation pay. An employee hired as a replacement for another employee entering the service shall be given consideration over any new employee in filling a vacancy other than the one caused by an employee entering the service.

## SECTION 15

### Security and Discipline

15.1 There shall be no dismissals of employees as a result of this Agreement becoming effective.

15.2 If economic dismissals or layoffs become necessary in a department, probationary, part-time and temporary employees shall be dismissed or laid off first within the department. If further economic dismissals or layoffs become necessary, the remaining affected employees shall receive severance pay and paid vacation days accumulated by the dismissed employees at the date of termination. Should an employee's layoff due to economic conditions exceed three (3) months, the employee may request that it be

converted to an economic dismissal. Employees requesting economic dismissal and severance pay after three (3) months of layoff will be considered to be terminated and not have any recall rights. Selection of employees for dismissal or layoff for economic reasons will be implemented on the basis of seniority (with the last hired being the first to be dismissed or laid off) providing the remaining employees are considered by the Publisher to be qualified to fully perform the work assigned.

15.3 Seniority, as referred to in this Section, is defined as the length of continuous service to the Publisher. Seniority will not accrue during an employee's probationary period and a probationary employee may be dismissed and shall have no recourse under the grievance procedure or otherwise under this contract. At the completion of the probationary period, the employee will be placed on the seniority list as of the last date he commenced working for the Publisher.

15.4 There shall be no discipline or dismissal except for just and sufficient cause. The Guild and the non-probationary employee shall be notified in writing at least two (2) weeks in advance of any dismissal with reasons for the dismissal stated in the notice, except in cases involving theft, falsification, plagiarism or gross misconduct.

15.5 The Guild shall be given advance notice upon purchase, lease, or other acquisition or new or modified equipment, machines, apparatus, or processes which will alter work normally or presently performed by the unit covered by this contract and all work assigned to its members by the Publisher.

The Publisher and the Guild agree that every reasonable effort shall be made to reduce the impact upon employment due to new equipment or technological changes and improvements. In the event of the introduction of new equipment or new technology, the Publisher will provide adequate training over a reasonable period of time to give employees displaced the opportunity to become fully qualified in the operation of the new equipment or technology. In the event the employees are unable to become fully qualified in the operation of the new equipment or technology or in the event a reduction in staffing is required as a result of the introduction of new equipment or technology, then the selection of employees for dismissal or layoff will be implemented on the basis of seniority (with the last hired being the first to be dismissed or laid off), providing the remaining employees are considered by the Publisher to be qualified to fully perform the work assigned. Nothing in this Section shall restrict or impair the right of the Publisher to install or operate such equipment.

15.6 In the event a staff realignment takes place as a result of the application of this Section, the employees transferred into new job classifications shall receive the full pay rate of their new classification.

15.7 Nothing in this Agreement shall restrict or impair the right of the Publisher to publish, modify or enforce reasonable policies, procedures and rules governing the training in the job the employees are performing, performance and conduct of the employees.

## SECTION 16

### Child/Dependent Care

16.1 The Employer will continue to offer a Section 125 Child/Dependent Care Plan.

## SECTION 17

### Leaves of Absence

17.1 The Publisher, in its discretion, may grant employee leaves of absence without pay upon request of the employee up to a maximum of one (1) year. Each request for a leave of absence must state the requested term of the absence and the reason for the leave. If granted, a leave of absence shall not constitute a break in continuity of service time in the computation of severance pay, vacations, pension benefits and other benefits provided in this Agreement, unless the leave exceeds one hundred eighty (180) days.

17.2 In the event that any employee covered by this Agreement is elected or appointed to any office of The Guild, or office of a local of The Guild, such employee, at his or her request, shall be given a leave of absence, without pay, so that he or she may carry out the duties of that office. The employee granted such leave shall be reinstated in this same or comparable position upon expiration of the leave so long as the leave does not exceed one (1) year. A leave of absence for Guild purposes shall constitute a break in continuity of service if it exceeds one hundred eighty (180) days. This subsection also applies to delegates elected to The Guild and CWA conventions, both national and local, and to delegates to special meetings called by The Guild.

17.3 The Publisher shall grant employees funeral leave with pay for up to three (3) days normally worked for all members of an employee's immediate household; husband, wife, child, father, mother, grandparents, grandchildren, parent-in-law, brother or sister of the employee; the day of the funeral for brother-in-law and the sister-in-law of the employee or spouse and grandparents of the spouse. Pay for part-time employees shall be pro-rated as in Section 3.3.3, (paid holiday, part-time). The Publisher may grant (additional) paid time off in certain cases, upon request and at his sole discretion, in other cases of bereavement for other family member or significant others.

17.4 **NEW PARENT LEAVE.** All new parents, both mothers and fathers, will receive two (2) weeks of paid leave to be taken after the arrival of their child. This will be available following both a birth and an adoption. For mothers giving birth, this will be completely independent of any paid time off that is available. If the York Daily Record increases New Parent Leave for employees not covered by this Agreement, employees covered by this Agreement will receive the same increase.

## SECTION 18

### 401(k) Plan

18.1 The terms and conditions of the York Daily Record 401(k) Retirement Plan (hereinafter referred to as the "Plan") will remain in full force and effect for the term of this Agreement, and be administered in accordance with applicable law. The Publisher reserves the right to make unilateral changes to the Plan as long as such changes do not reduce the benefits provided thereunder. Modification of the Plan by the Publisher that may reduce the benefits will not be implemented before the Guild has been given notice and opportunity to bargain concerning such changes.

18.2 Employees who are eligible for participation under the Plan may participate in said Plan in accordance with its terms.

18.3 The Publisher will make no less frequent than a monthly Basic Contribution equal to one percent (1%) of an employee's earnings for all eligible employees. In addition, the Publisher will make a Matching Contribution at the rate of one hundred percent (100%) for the first two percent (2%) that an employee defers to the Plan. The Publisher will not match employee contributions that exceed two percent (2%). The Publisher's Basic Contribution and Matching Contributions are subject to a graduated vesting schedule, as described in the Plan.

18.4 All disputes regarding the Plan of this provision shall be subject to the administrative and complaint procedures provided for in the Plan document and consistent with ERISA laws.

## SECTION 19

### Employee Expenses

19.1 Employees will not incur any expenses without obtaining prior authorization from the Publisher. However, such expenses as parking, meter tolls, tolls, meals, telephone calls, and such other incidental expenses incurred by an employee in the service of the Publisher shall not require prior authorization and shall be paid by the Publisher.

19.2 The Publisher shall reimburse employees on the pay day closest to the 10<sup>th</sup> of each month for the use of the employee's automobile in the service of the Publisher during the preceding month. The rate on the effective day of this contract shall be fifty-four cents (\$.54) per mile. This rate will change with the rate set by the Internal Revenue System for mileage reimbursement.

19.3 The Publisher will pay each Photographer forty dollars and no cents (\$40.00) in each month that personal photography equipment is used in the service of the Publisher. The Publisher will also reimburse each Photographer for normal repairs to personal

photography equipment (not to exceed one thousand dollars (\$1,000.00) per year) used in the service of the Publisher and insurance premiums for coverage of same (not to exceed one hundred dollars and no cent (\$100.00) per year).

## SECTION 20

### No Strikes -- No Lockouts -- Picketing

20.1 The parties agree that the employees represented by the Guild shall not take part in any strike or slowdown including but not limited to sympathy strikes which will result in curtailing, restricting or interfering with the operations of the Publisher over any matter subject to arbitration. The Publisher shall not engage in any lockout of employees over such matter.

20.2 Except as otherwise provided in this Agreement, employees who violate Section 20.1 of this Agreement shall be subject to appropriate discipline up to and including discharge. Employees shall not be required to cross picket lines of their place of employment. The Employer agrees not to require employees covered by this Agreement to execute work received from or destined for any publisher where an authorized strike by, or lockout of a subordinate union of The Guild, which strike has been sanctioned by such International, is in progress under circumstances which make the Employer an ally of such newspaper. Employees shall not be disciplined for refusing to do other than work over which jurisdiction is granted to the Union under the section on jurisdiction.

## SECTION 21

### Management Rights

The Publisher 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 right to: hire, train, evaluate, promote, lay off, assign, transfer, suspend, discharge and discipline employees; direct and schedule the work force; determine or schedule when overtime shall be worked; install, move or remove equipment; determine the methods, procedures, materials and operations to be utilized or discontinue their utilization by employees of the Publisher; publish, modify and enforce reasonable rules governing the conduct, performance, discipline or termination of employees; unless the exercise of such rights is governed or prohibited by a provision of this Agreement. Any discipline or termination taken pursuant to the enforcement of such rules shall be subject to the grievance procedure in Section 13 of the contract.

## SECTION 22

### General Provisions

22.1 When the product of any employee's work is used by a publication other than the Publisher's publication, the Publisher shall compensate the employee for such other use at a rate to be mutually agreed to by the Publisher and the individual if the Publisher receives compensation for same from the other publication.

#### 22.2 Employee Integrity:

22.2.1 Bylines are at the discretion of the Editor.

22.2.2 A reporter has the right to withhold his or her byline. In addition, he or she has the right to review copy for which the Editor intends to use a byline after the copy has been prepared for use in the paper if he or she makes himself or herself available to the Editor for that purpose.

22.2.3 If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.

22.3 The Publisher agrees to provide a bulletin board suitably placed for the use of the Guild pertaining to Guild matters.

22.4 Employees of the Publisher shall be free to engage in any activities outside working hours, provided such activities do not conflict with the product of the employee's work or do not consist of service for media organizations in direct competition with the Publisher including, The York Dispatch, York Sunday News, The Harrisburg Patriot News, Sunday Patriot, Capital News Service or its successors, The Baltimore Sun, The Hanover Evening Sun, the Lancaster New Era, Intelligencer Journal, Sunday News, Community Courier, This Week, WGAL-TV, WPMT-TV, WHP-TV, WHTM-TV, WSBA Radio, The Merchandiser, USA Today, and Central Penn Business Journal. Without prior permission of the Publisher, no employee shall exploit his or her connections with the Publisher in the course of such activities. Exceptions may be made only by agreement between the Publisher and the employee.

22.5 Upon request, any two (2) employees may be permitted to share a full-time job. By definition, job sharing is the sharing of one full-time position and one benefits package for a full-time employee. The details would be worked out among the employees and the Publisher.



SECTION 23

Term of the Agreement

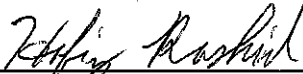
23. This Agreement shall be effective July 1, 2016 and shall expire on June 30, 2019, and shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.


23.1 At any time within ninety (90) days prior to the expiration of this contract, either party hereby may give the other party written notice of intent to change the terms hereof. If an agreement has not been reached by the date upon which this agreement expires, or it is apparent that agreement will not be reached by that date, the terms of this Agreement shall remain in effect during such negotiations.


23.2 IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed this 15<sup>th</sup> day of Aug., 2016.


TNG-CWA, LOCAL 32035

YORK DAILY RECORD

By   
Unit Chair

By   
Publisher

By   
Executive Director

By   
Committee Member

By   
Committee Member

By \_\_\_\_\_  
Committee Member

**Side Letter**

As part of the negotiations leading to the parties' Collective Bargaining Agreement dated July 1, 2016 - June 30, 2019, the Guild and the Publisher reached an understanding related to the Agreement's application to six employees who were transferred to the Daily Record and Sunday News in 2004. The purpose of this Side Letter is to codify that understanding. The parties agree as follows:

1. It is recognized that 19 newsroom employees moved from the York Dispatch to the York Daily Record and Sunday News in 2004, conterminous with ownership changes and realignment of those two publications. By agreement of the parties, that specific employee group of the Publisher's employees has been treated as a separate unit and remained covered by the terms of the Dispatch CBA. Through attrition, that unit now consists of four employees: Frank Bodani, Ted Czech, Brenda Hake, and Jim Seip. As of July 1, 2014, this unit was no longer covered by the terms of the Dispatch CBA, but is covered by the terms of this Collective Bargaining Agreement (between the Guild and the York Daily Record and Sunday News) with one exception, outlined below in Paragraph 2.
2. The unit of four former Dispatch employees identified above has, since its inception in 2004, been covered by The Newspaper Guild International Pension Fund and the Publisher has made regular contributions on the unit's behalf to TNGIPF in accordance with the Dispatch CBA. It is the parties' intention and desire to continue TNGIPF participation for this unit. Therefore, the unit of four employees identified above shall continue to be covered by the applicable pension provision of the Dispatch CBA. As a result, the four employees in this unit will not be covered by Section 18 of this Collective Bargaining Agreement (between the Guild and the York Daily Record and Sunday News) dealing with the 401(k) Plan.
3. The Guild and YDR agree to discuss the conversion of the employees referenced in Paragraph 2 of this Side Letter from the TNGIPF to the YDR 401(k) Plan referenced in Section 18 of this Collective Bargaining Agreement.

TNG-CWA, LOCAL 32035

By *Walter Raschid* 8/15/16  
Guild Date

YORK DAILY RECORD

By *Jim Seip* 8/15/16  
Publisher Date