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**Milwaukee Guild Ratifies MOA**

Members of the Milwaukee Guild ratified a Memorandum of Agreement in July that permits the Milwaukee Journal Sentinel (MJS) to use content generated by a suburban weekly, Community News (CN), and awards union representation of CN employees to the Guild. Prior to the agreement, CN employees were not represented by a union.

The agreement evolved from contract negotiations between the Guild and MJS management, which began earlier this year. Employer representatives submitted a proposal to allow MJS to use CN content, which was prohibited under the previous contract. Gannett owns both publications and 13 other community newspapers, most of them weeklies, in the Milwaukee suburbs. Gannett plans to reorganize the papers into seven publications covering larger zones.

The employer’s proposal included the caveat that CN employees would not earn Milwaukee-level salaries, which Gannett officials attempted to justify by describing the CN employees as younger and less experienced. The average wage for CN employees is $28,776; the scale for MJS journalists starts at $41,600. *(How’s that for an example of the value of union membership?)*

While Guild leaders were pleased by the prospect of representing CN employees, they had serious concerns: They didn’t want to create a two-tier wage scale for employees doing the same type of work. In addition, they wanted to prevent the employer from replacing employees in the MJS bargaining unit with lower-paid CN employees. To address these concerns, the Guild insisted that if the CN journalists were to remain on a different pay scale, they would also have to have different duties and job titles.

Given Gannett’s business model of consolidation, union negotiators believed management’s desire to use CN content could lead to impasse. They decided it would be better for both MJS workers and CN workers if the Guild represented the CN journalists; had jurisdiction over their work, and had some input on how it’s done.

The Memorandum of Agreement stipulates that, “It is understood that it is not the intent of the company to use CN employees to replace MJS employees.”

The current terms and conditions of employment for MJS and CN employees will remain separate until a new contract is reached. Separate CN job classifications, wages, and other terms and conditions of employment, will be addressed during bargaining for a new contract with MJS, which is ongoing.

**Sarasota Herald-Tribune Interim Agreement**

In August, members of the Guild unit at the Sarasota Herald-Tribune ratified an interim agreement with their employer, GateHouse Media, resolving issues that required a quick turnaround. The paper was sold by former owner Halifax Media to GateHouse in November 2014. The new employer promptly proceeded to implement layoffs, which in turn triggered a successful union organizing effort.

The employer wanted to institute a new corporate timekeeping system in January 2018, and the Guild wanted employees to have the right to use unpaid leave for union business.

The 16-month agreement allows for union leave based on language in the Guild’s proposals, and a change in the time-recording system lifted in large part from a Guild contract at another GateHouse property. It also covers scheduling, just cause for discipline and discharge, paid time off, and procedures for reducing staff. The interim agreement is similar to settlements reached by other locals at GateHouse shops, where the Guild demanded to bargain over any changes to initial terms of employment following a purchase by Gatehouse or a successful organizing campaign.

Negotiators agreed to add four annual personal days, established minimum wage rates that allow the company to pay higher amounts, and stipulated that layoffs will be done in reverse order of seniority, though the company has the right to skip up to two employees in each round of layoffs. The approach to layoffs was a strategic move by the Guild’s team, to use seniority as much as possible while providing those with the least amount of time on the job the potential to remain employed.

The agreement also allows members of the bargaining unit to participate in a company-wide bonus plan on the same basis as non-represented (mostly managerial) employees. Generally, this means that if the paper meets its revenue goals for any quarter, employees will get a 2 percent bonus. (For example, someone earning $50,000 annually makes $12,500 per quarter. That person’s bonus would be $250.)

The bargaining team also reached agreement on a grievance procedure, which includes final and binding arbitration.

In addition, the agreement includes a new concept for formerly “at-will” employees: no discipline or dismissal may be issued except for “just and sufficient cause.”

**Waterville Ratifies Initial Contract**

Members of the News Guild of Maine at the Waterville Morning Sentinel ratified an initial contract with their new employer, MTMA (MaineToday Media Acquisition), based largely on the union’s contract with the paper’s previous owner.

MTMA purchased the paper in June 2015, and hired the majority of Guild-represented employees, but refused to recognize the contract.

The agreement includes a 1.75 percent wage increase in 2017 and another in 2018, a $500 signing bonus, with the possibility of additional bonuses in 2018 and 2019.

The contract also defines union jurisdiction; requires a “just cause” standard for dismissal; provides additional severance for employees laid off out of seniority; restores a fifth week of vacation that existed under the previous contract, and reduces the time it will take employees to earn a third and fourth week of vacation.

The downsides are not insignificant. They include concessions in job security for ad sales reps, a cap on severance pay and an “open shop” for new hires.

**Pekin Workers Ratify Contract**

Guild members at the Pekin Daily Times ratified a two-year contract with the paper in July that will continue a wage freeze that has been in place for more than a decade and reduce severance payments. The Illinois paper is owned by GateHouse Media.

The contract also provided a $400 ratification bonus, additional paid time off, cell phone reimbursement, and improvements to mileage expenses.

Severance pay will be reduced to three days’ pay per year of service, capped at 12 weeks, following a formula used by GateHouse Media at the company’s other papers. Under the old agreement, employees received one week’s pay per year of service. The same formula will be used for employees with 40 years of service or more, up to a maximum of 26 weeks. Prior to implementing any layoffs, the employer will accept voluntary resignations for a period of 14 days.

Employees will receive two floating holidays per year, in addition to six holidays granted under the previous contract. Full-time employees will receive up to five paid personal days and five paid sick leave days per calendar year, up from a total of five days under the previous agreement. Unused days will not be rolled over to successive years.

The contract also calls for a new drug testing policy. Under the new policy, a confirmed positive test for drug or alcohol use is grounds for immediate termination. The previous contract called for “progressive discipline,” beginning with suspension following a first positive test. An employee who has a drug or alcohol problem that has not resulted in and is not the immediate subject of disciplinary action, may request time off to participate in a rehabilitation or treatment program.

A leave of absence may be granted under the Family and Medical Leave Act for people who test positive for alcohol or drugs, provided the employee agrees to abstain from use of the problem substance; abides by all GateHouse Media policies, rules and prohibitions relating to conduct in the workplace, and the leave of absence will not cause the company undue hardship.

The Pekin unit is part of the United Media Guild local.

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**Utica Minimizes Impact**

The Utica Guild entered into a Memorandum of Agreement (MOA) in September that minimizes the impact of outsourcing copy editing and design work from the Observer Dispatch newsroom in New York to the GateHouse Center for News and Design (CND) in Austin, TX, effective Oct. 9.

The three affected copy editors, who were also page designers, will be reassigned as full-time reporters, with no loss of compensation, benefits or seniority.