[ORAL ARGUMENT SCHEDULED FOR DECEMBER 9, 2016]
Nos. 15-1074, 15-1130

In the United States Court of Appeals
for the District of Columbia Circuit

AMPERSAND PUBLISHING, LLC, D/B/A SANTA BARBARA NEWS-PRESS,
Petitioner/Cross-Respondent,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent/Cross-Petitioner,

GRAPHICS COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Intervenor for Respondent/Cross-Respondent

On Petition for Review of an Order
of the National Labor Relations Board

JOINT DEFERRED APPENDIX
VOLUME 2 OF 7

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6-3-08

Santa Barbara News-Press
Counter Proposal #1
November 13, 2007

as
MZ
6-3-08

Article I – Parties and Term of Agreement

This Agreement is made and entered into this ____ day of _____, 20____ by and between Ampersand Publishing, LLC, d/b/a *Santa Barbara News-Press* hereinafter referred to as the "Employer" and Graphic Communications Conference/International Brotherhood of Teamsters hereinafter referred to as the "Union."

This Agreement shall become effective 12:01 a.m. _____, 20____, and shall continue in full force and effect until 12:01 a.m. _____, 20____. Thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months, unless, at least sixty (60) days prior to the end of any twelve-month effective period, either party serves written notice upon the other that it desires termination, revision or modification of the Agreement.

GC 301

LMZ/ss 11.13.07

Santa Barbara News-Press
Counter Proposal #2
November 13, 2007

Article II – Recognition

The Employer recognizes the Union as the exclusive bargaining representative of the employees in the following unit certified in NLRB Case 31-RC-8602[1]:

> All full-time and regular part-time employees in the News Department, including writers, reporters, copy editors, photographers, and graphic artists employed at the Employer's Anacapa Street facility located in Santa Barbara, California, but excluding all ~~other employees, guards,~~ confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

[1] These negotiations and thus these proposals are made during the pendency of the NLRB's consideration of a September 13, 2007 Motion to Vacate Certification And For Reconsideration Of The Board's August 16, 2007 Order Certifying Collective Bargaining Representative filed by *Santa Barbara News-Press* due to newly discovered evidence. Any agreements reached would be null and void, should the above-referenced certification be vacated by the NLRB and/or a new election result in the absence of a majority of the employees voting for the union.

LMZ/ss 11.13.07

#3

Dist. 11-14-07 10:15

Santa Barbara News-Press
Counter Proposal #3
November 14, 2007

Article III – Management Rights

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not, as such rights existed prior to the time any Union became the bargaining representative of the News Department employees of the Employer.

Section 2. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited, to the following rights:

(a) To determine the content of *Santa Barbara News-Press*, including, but not limited to, editing, presentation and placement of all stories, columns, and photos.
(b) To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures.
(c) To determine and, from time to time, to redetermine the methods, processes and materials to be employed.
(d) To discontinue processes or operations of the Employer.
(e) To establish work, quality and productivity standards.
(f) To determine the number of hours per day or week that operations shall be carried on.
(g) To determine and to select the equipment to be used in the Employer's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.
(h) To establish employee work schedules, to set the hours of work and the number of employees, and from time to time to change the hours and employees' work schedules.
(i) To select and hire employees, determine their qualifications and assign and direct their work.
(j) To determine the number and type of employees required.
(k) To assign work to such employees in accordance with requirements as determined by management.
(l) To lay off employees due to lack of work or reasons of efficiency.
(m) To determine the fact of lack of work.
(n) To make and enforce safety rules and rules governing the conduct of employees within the News Department and for the maintenance of discipline; to the fullest extent permitted by the

National Labor Relations Act, to establish and enforce a Code of Ethics for all News Department employees.

(o) To suspend, discharge or otherwise discipline employees.

(p) To issue, amend and revise policies, rules, regulations, and practices.

(q) To determine the content of all jobs and descriptions thereof, and to determine the essential functions of all jobs.

(r) To determine when training will be provided to employees and those employees to receive the training.

Section 3. The Employer shall have the right to utilize independent contractor free-lance writers and photographers to the extent deemed necessary by News Department Management.

Section 4. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5. Managers/Supervisors shall have the right to write and/or take photographs for publication in *Santa Barbara News-Press.*

Section 6. The rights and prerogatives of Management, whether established by express provision (including, this Article III) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement on _____ and until a different Agreement is reached or other lawful change is permitted.

Bargaining Notes

1. This proposal represents the status quo for *Santa Barbara News-Press.*

2. This proposal, while addressing many points, responds to the Union's proposals on "Work Assignments" and "use of free-lance material."

3. The Union's proposal on "Work Assignments" in effect transfers control of content from Management (where it resides now) to the individual employee's subjective notion of "integrity," "malicious," "unethical," "immoral," "unsafe" and "unreasonable work load." *Santa Barbara News-Press* is not willing to so transfer control. That should remain with the Publisher.

#4

11-14-07
Dist. 10:15

Santa Barbara News-Press
Counter Proposal #4
November 14, 2007

Article IV – Discipline and Discharge

Section 1. The Employer shall have the right to discharge or discipline employees. The disciplinary action which the Employer may take in punishing or penalizing employees shall include, but not be limited to: (a) warning; (b) suspension from work without pay; (c) discharge.

Section 2. In the case of any offense for which an employee may be discharged, the ~~Employer may, in its sole~~ discretion, impose a lesser penalty.

Section 3. While the policy of the Employer is at-will employment, the Employer wishes to communicate that it will impose discipline or discharge for the following types of misconduct:

(a) Biased reporting.
(b) Violation of the Employer's policies on Business Conduct, Conflicts of Interest, Confidentiality and Code of Ethics.
(c) Possessing intoxicants, illegal drugs, and/or drug paraphernalia on Employer property.
(d) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances on Employer property.
(e) Sale of drugs on Employer property or while on duty whether on or off Employer property; sale of drugs to other Employer employees whether on or off Employer property.
(f) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances off Employer property and then returning to work.
(g) A positive laboratory test result establishing the presence in the employee's bodily system of illegal drugs, controlled substances, alcohol or the presence of lawful over-the counter or prescription drugs at a level higher than the manufacturer's or doctor's recommended dosage.
(h) Disloyalty.
(i) Insubordination.
(j) Dishonesty.
(k) The violation of any Employer rule or policy which is discovered by the Employer after the Employer has disciplined or discharged the employee.
(l) Neglect of duty.
(m) Repeated, unexcused absence and tardiness.

(n) Conviction of a felony.
(o) Loss and/or suspension of licensed driving privileges.
(p) Secretly tape recording/video recording any employee/supervisor of the Employer.
(q) The use, whether on premises or off premises from a remote site, of the Employer's equipment, computer hardware, software and/or e-mail systems for the benefit of any third party organization of any kind.
(r) Failure to meet the productivity standards of the Employer.
(s) Violation of the Employer's Non-Harassment Policy.
(t) Viewing and/or downloading pornography on Company computers and/or during working times.

Section 4. Employees should have no expectation of privacy when on Employer property or while on duty, whether on or off Employer property, insofar as it involves the Employer's right to search desks, vehicles, brief cases, purses, computers, E-mail to investigate possible violations of Employer rules and policies. A refusal of an employee to cooperate in any such investigation shall be deemed to be insubordination and, therefore, cause for discipline and/or discharge.

#5

Santa Barbara News-Press
Counter Proposal #5
November 14, 2007

Article V – No Strikes

Section 1. There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, picketing, any acts honoring a picket line or any other acts that interfere with the Employer's business, including but not limited to the Employer's operations, the production or sale of its products or services, or any Employer sponsored events or meetings, during the term of this Agreement by the union, its officers, agents and members, or by the employees.

Section 2. The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Such good faith efforts must include, but are in no way limited to, the following:

(a) The Union will, by "certified mail, return receipt requested," notify all employees immediately in the event of a strike, or other proscribed activity, that the activity is unauthorized and in violation of the Agreement, and will send a copy of such notice to the Employer;

(b) The Union will, as soon as possible, publicly announce through the local newspaper and on local radio and television that the strike or other proscribed activity is unauthorized and not condoned by the Union;

(c) The Union will instruct all employees involved in the strike or other proscribed activity to immediately cease this violation of their Agreement and to return to work.

Section 3. The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement.

Section 4. Any or all employees participating in any activity proscribed herein shall be subject to disciplinary action, including discharge.

Section 5. The Employer shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article. The Employer and the Union do hereby expressly agree that any strike or other proscribed

activity is and shall be deemed to be over a dispute with the Employer by an employee or group of employees involving the interpretation or effect of this Article and shall be immediately enjoined by any court of competent jurisdiction. Should the National Labor Relations Board or the courts find that the Union has violated this Article, it agrees to be liable for compensatory damages and for all of the Employer's costs, including attorney's fees, incurred in halting the strike and/or in collecting damages.

Section 6. The Employer agrees that during the term of this Agreement, it will not lock-out the employees covered by this Agreement.

#6

11-14-07
10:45

Santa Barbara News-Press
Counter Proposal #6
November 14, 2007

Article VI – Hours of Work/Overtime

Section 1. For regular full time employees, 8 hours, exclusive of a lunch period, will constitute a regular day's work; 40 hours shall constitute a regular week's work. The lunch period shall be unpaid. The Employer shall have the right to designate the timing of the lunch period.

Section 2. The Employer shall have the right to determine the weekly work schedule for all employees. As a general rule, employees will work a 5-day, 40-hour workweek; however, the Employer reserves the discretion to make other scheduling arrangements.

Section 3. An employee shall be paid overtime at the rate of time and one half the regular hourly wage rate, only for work actually performed in excess of 40 hours in a workweek.

Section 4. Overtime shall be worked when deemed necessary by the Employer, and the Employer shall have the right to select for overtime work the individuals needed.

Section 6. No overtime shall be worked by any employee unless it is authorized by a manager/supervisor of the News Department.

Santa Barbara News-Press
Counter Proposal #8
February 12, 2008

Article ____ – Execution

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

Santa Barbara News-Press	**Graphic Communications Conference/International Brotherhood of Teamsters.**
_____	_____
Wendy McCaw, Co-Publisher	
_____	_____
Arthur von Wiesenberger, Co-Publisher	
_____	_____
Scott Steepleton, Associate Editor	

Santa Barbara News-Press
Counter Proposal #9
February 12, 2008

Article X – Sick Leave

All regular full-time employees are eligible to receive ten (10) days of sick pay each calendar year. This will be based on a standard 5-day workweek, prorated on a monthly basis in the first calendar year of employment.

Our Sick Leave policy is designed primarily for short illness and not for prolonged disabilities. Sick days may be taken as needed when for employee's illness or for the illness of a dependent or parent. An employee must call the supervisor before the scheduled starting time to advise of the illness and time of anticipated return. Medical documentation may be requested to verify illness.

If an employee is absent for more than five consecutive workdays, he/she will be eligible for our Short-Term Disability Plan (STD).

Unused sick days may not be carried over from year to year.

LMZ/ss 02.12.08

MC 2-14-08

OK LMZ 2-14-08

Santa Barbara News-Press
Counter Proposal #10
February 12, 2008

Article XI – Short Term Disability

As a regular full-time employee an employee is eligible for supplemental short-term disability (STD) benefits after he or she has completed one year of service.

STD benefits currently provide continuing income assistance for up to 90 days each calendar year if you become disabled because of a ~~non-occupational-related~~ illness or injury, including disability due to pregnancy. Short-term disability benefits will commence on the eighth consecutive calendar day of your disability with full pay for the first four weeks of a disability and half pay for the remainder of the 90 day period, if an employee remains disabled that long. These supplemental STD benefit are payable by the *News-Press*, only to the extent that State Disability Insurance (SDI) or Worker's Compensation Insurance pays less than these amounts, and then only for the difference. If an employee applies for STD benefits, he or she may use available incidental sick days and/or vacation days to cover the waiting period until STD benefits begin.

To apply for short-term disability benefits, an employee must notify their department head in writing of the need for a medical leave of absence as soon as the employee learns that they are, or will become, temporarily disabled and unable to work due to a medical condition. That notice should include a statement from the treating practitioner, (e.g., physician, dentist) which confirms your inability to work, and gives the date the leave should begin and the expected duration of the disability. The employee will be required to provide updated treating practitioner's statements from time to time. The *News-Press* reserves the right to require that an employee be examined by a physician or dentist of its choosing. Before returning to work, an employee should contact their supervisor to arrange a date for their return. If an employee is able to return to work on a part-time basis, their short-term disability pay will continue, provided it has not been exhausted.

Employees will be asked to submit a statement from their treating practitioner stating that they are able to resume the duties of their job. The *News-Press* will reinstate the employee into their former position or in a comparable one – with the same level of responsibility and salary that the employee had before leaving. Current procedures provide that if an employee suffers a relapse within the same calendar year after you return to work, or are disabled for any other reasons, any unused portion of an employees short-term disability benefits will be available to the employee for that disability. However, if the employee's period of disability absence carries over to the next calendar year, the employee will not be eligible for a renewal of STD benefits until they have returned to active employment for at least 10 consecutive work days.

Santa Barbara News-Press
Counter Proposal #11
February 12, 2008

Article XII – Long Term Disability Insurance

The *News-Press* offers full-time employees long-term disability (LTD) coverage.

The LTD plan is designed to help replace a portion of your regular income after you have been totally disabled for 90 days, and provide continuing benefits to you during your total disability until you reach retirement age.

Coverage is not optional and is fully paid by the *News-Press* on behalf of the employee only. Spouses and dependents are not covered.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Employees are provided specific details regarding the plan with the benefit plan enrollment package.

LMZ/ss 02.12.08

OK
LMZ
2.13.08

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2-15-08

Santa Barbara News-Press
Counter Proposal #12
February 12, 2008

Article XIII – Equal Employment Opportunity Policy

The *News-Press* provides equal employment opportunity for all in full compliance with the law – regardless of race, color, religion, citizenship, national origin, sex, sexual orientation, age, disability, veteran or reservist status or any other category protected by federal, state or local law. The policy of equal employment opportunity affects all employment practices including employment assignments, training, compensation, advancement, transfers, terminations, layoffs, recalls, working conditions and benefits.

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LMS/ss 02.12.08

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Article XIV – Mileage Reimbursement

Employees who are asked to use their own car for business-related travel will be reimbursed for driving expenses at the rate of $0.40 per mile.

In order to receive this reimbursement employees must complete and submit the Employer's Automobile Expense Statement weekly to their supervisor for approval.

LMS/ss 02.12.08

Santa Barbara News-Press
Counter Proposal #14
February 12, 2008

Article XV – Holidays

All regular full-time employees are eligible for the *News-Press*'s regular paid holidays, which are:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Birthday

The *News-Press* may at its sole discretion substitute different holidays for any of the above days.

When a holiday falls on a normal day off (for many employees that will be Saturday or Sunday) an alternate day off will be given.

With the approval of the employee's direct supervisor, each employee will schedule an alternate day off within 30 days before or after the actual holiday, unless arranged otherwise by the employee or his or her department head.

When a holiday occurs on a weekend day, the *News-Press* will not close to the public on an alternate day. ~~For example, when Independence Day falls~~ on a Saturday, the *News-Press* will not recognize the preceding Friday as a holiday and close to the public.

Upon request, in special circumstances for valid personal reasons and with the supervisor's written permission, an employee can work on a regular paid holiday during which the newspaper is in operation at straight time pay, and receive a paid day off on another mutually agreeable date. To qualify for holiday pay, an employee must be at work on the scheduled workdays immediately before and after the holiday, except in cases of scheduled days off, vacation, illness or emergency. In case of illness, the supervisor may ask for a doctor's statement before holiday pay is approved. Employees who are on short- or long-term disability leave or on any other approved personal leaves of absence, are not eligible for holiday pay.

LMZ/ss 02.12.08

An employee entitled to receive overtime pay who is asked to work on a designated holiday will be paid for hours worked at one and one-half times the regular hourly rate in addition to the regular holiday pay.

For example, if the regularly scheduled workday is 8 hours and an employee works 10 hours on a designated holiday, the employee will be paid as follows:

- 10 hours at 1 ½ times the regular hourly rate
- 8 hours at the regular hourly rate – holiday pay

LMZ/ss 02.12.08

Santa Barbara News-Press
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Article XVI – Vacation

Only regular full-time employees are eligible for paid vacation. Vacation time does not accrue during the 90-day Introductory Period. Once the Introductory Period is complete, vacation will accrue beginning with the employee's start date. This policy does not apply to those employees hired in the last quarter of the year. If hired September 15th or later please contact your supervisor for the amount of vacation you are eligible to take in the current year. Vacation time accrued in the last quarter may not be carried over into the next year. Part-time and temporary employees are not eligible for paid vacation.

Employees will "accrue" vacation time, as described below, monthly over the course of the year rather than receiving full vacation "entitlement" at the beginning of the year. An employee must be employed on the 15th of each month to earn the vacation for that month.

Any increased accrual rate will commence on the 15th of the month following your anniversary date.

Full-time employees are eligible to accrue vacation for each calendar month of service. If you are a commissioned employee your vacation accrual rate is based on your base salary only. The vacation accrual rate is based on your length of employment, as follows:

Length of Continuous Full-Time Service	Vacation Time Earned Per Month	Total Annual Vacation (PER YEAR)
Less than three years	.83 days	10 days
Three years or more but less than ten years	1.25 days	15 days
Ten years or more but less than twenty years	1.66 days	20 days
Twenty years or more	2.08 days	25 days

(The chart above is based on a standard 5-day workweek.)

If you leave the *News-Press* for any reason during the course of the year, you will be entitled to be paid for vacation time accrued but not taken. If you have taken vacation time not yet accrued, you will be required to reimburse the *News-Press* for that time from your final paycheck.

Every effort will be made to grant an employee a vacation at the time he/she desires. However, vacations should not interfere with the operation of the department or the newspaper and therefore must be approved by the employee's manager in writing at least one (1) month in advance. Any conflicts arising in requests for vacation time shall be resolved at the discretion of the *News-Press*.

An employee may not receive advance vacation pay without written authorization from his/her manager. Such authorization is at the discretion of that manager, and must be granted in advance of the vacation.

If the employee is eligible for three, four, or five weeks of vacation, he/she may take only two (2) consecutive weeks at one time, unless the employee has received written approval from his/her manager and senior management at least six (6) weeks in advance.

Vacation may accrue only up to the employee's annual (yearly) vacation eligibility (e.g. 10 days for an employee with less than three years, 15 days for an employee of 3 to 10 years, etc.), after which vacation must be used before any additional vacation accrues.

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Santa Barbara News-Press
Counter Proposal #16
February 12, 2008

Article XVII – Jury Duty

An employee who is summoned to serve on a jury or to testify in court will be excused from work for the time necessary to serve. The *News-Press* will pay the difference between any amounts received from the court and the regular base pay, for a maximum of three weeks.

These employees should present the subpoena to his or her supervisor as soon as it is received so that arrangements can be made to cover extra workload. While on jury duty the employee must stay in touch with the supervisor daily. If the case is not heard, or if it finishes early any day, the employee should report to work.
Upon return to work the employee must give a copy of the court's compensation voucher to the *News-Press* as soon as possible so that payment for the absence can be processed.

The *News-Press* will comply with all federal, state and local laws regarding jury duty.

LMZ:ss 02.12.08

Santa Barbara News-Press
Counter Proposal #17
February 12, 2008

Article XVIII – Death in the Family

Regular full-time employees will be granted up to three days of paid absence to attend the funeral of the following family members: spouse, child, parent, parent-in-law, step-parent, grandparent, grandchild, step-child, brother, sister, daughter-in-law, or son-in-law. Such bereavement leave is in addition to other paid time off – i.e., holiday, vacation or sick leave.

Additional time off without pay may be granted, subject to the written approval of management.

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2-12-08
3:10

Santa Barbara News-Press
Counter Proposal #18
February 12, 2008

Article XIX – 401(k) Retirement Plan

Once the employee completes the 90-day introductory period, he/she is offered the opportunity to participate in a 401(k) plan.

The 401(k) plan is designed to assist employees with long-term savings for their retirement with flexible employee contribution options.

Participation in the 401(k) plan is voluntary.

Bargaining Notes:

1. This is the same 401(k) plan that bargaining unit employees currently utilize and have used in the past. It has no matching feature.

2. There is no necessity whatsoever to include any language about the Inter-Local Pension Fund. A review of the information the Union provided makes clear that no Employer participation is necessary. In fact, one of the documents states: "Contributions to the plan are made by participants, and not by Employers." This plan seems ideally suited for employee participation outside of the collective bargaining agreement context.

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3:10

Santa Barbara News-Press
Counter Proposal #19
February 12, 2008

Article XX – Full-Time Status

Full-time employees are those employees working 40 hours per week on a regularly scheduled basis. Such full-time employees are eligible for benefits (e.g. vacation, holidays, health insurance, etc.) contained in this Agreement; part-time employees are not eligible for the benefits contained in this Agreement.

3:05 pm

2-15-08

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Santa Barbara News-Press
Counter Proposal #20
February 12, 2008

Article XXI – Employee Discount

Employees may place personal advertisements in the classified section of the *News-Press* at half the actual rate. Ads should be submitted to the Advertising Department. This discount is not available for any commercial advertisements including personal business advertisements, nor may the privilege be extended to friends or family. All employees authorize the *News-Press* to deduct the cost of personal advertising from their pay.

Employees may have the newspaper delivered at home at half the regular price. All employees authorize the *News-Press* to deduct the cost of home delivery from their pay.

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Santa Barbara News-Press
Counter Proposal #7
February 12, 2008

Article VIII – Introductory Period

The first ninety (90) days of employment at the *News-Press* are considered an Introductory Period, and during that period the employee will not accrue benefits described in this Agreement unless specifically stated.

This Introductory Period is to evaluate the employee's suitability for employment and is the employee's chance to evaluate the suitability of the *News-Press* for his or her employment needs.

Completion of the Introductory Period does not alter the "at-will" character of employment at the *News-Press* in any respect, does not guarantee continued employment for any specified period of time, and does not require that an employee be terminated only for "cause."

A former employee who has been rehired after a separation from the *News-Press* of more than one (1) year is considered an introductory employee during the first ninety (90) days following rehire.

LMZ/ss 02.12.08

Santa Barbara News-Press
Counter Proposal #21
February 13, 2008

Article XXII – Grievance Procedure

Section 1. A grievance is defined as a claim or dispute with the Company by an employee, or employees, or the Union, involving an alleged violation by the Company of the express provisions of this Agreement.

Section 2.

Step 1 – The employee aggrieved shall, individually or with a Union Steward, within 5 working days of the occurrence of the events giving rise to the grievance, attempt to the settle the dispute by discussion with his or her immediate Supervisor. The Supervisor shall give the aggrieved employee a verbal answer within 3 days from the time of the discussion.

Step 2 – If the grievance is not satisfactorily settled in the manner provided for in Step 1, within 3 working days from the time the discussion with the immediate Supervisor takes place, a grievance shall then be reduced to writing and signed by the grievant. In reducing grievances to writing, the following information shall be stated with reasonable clarity: the exact nature of the grievance, the act or acts complained of, by whom, when they occurred, the identity of the employee or employees who claim to be grieved, the provision of the Agreement that the employee or employees claim the Company has violated, and the remedy sought. This written grievance shall be presented to the Associate Editor within 5 working days of the Supervisor action taken in Step 1, or within 8 calendar days of the time of the discussion in Step 1, whichever period is shorter. The Associate Editor shall then make a written reply to the grievance within 4 working days after receipt of the written grievance.

Step 3 – If the grievance is not satisfactorily resolved in Step 2, the Union shall present the written grievance to the Director of Human Resources within 5 working days of the answer provided in Step 2. The Director of Human Resources and the Associate Editor shall meet with two representatives of the Union to discuss the grievance. The Director of Human Resources shall make a written statement to the Union within 4 working days after the meeting to communicate the Company's decision.

Step 4 – If the grievance is not satisfactorily resolved in Step 3, the Union, at its option, may present a written appeal to the Co-Publishers, within 5 working days after receipt of the Company's decision in the Step 3 meeting. The Co-Publishers, Associate Editor, and the Director of Human Resources will meet with two representatives of the Union to consider the grievance appeal. The Co-Publishers, within 4 working days after this meeting, shall provide to the Union in writing the final decision of the Company on the grievance.

LMZ/ss 02.13.08

MC 2-14-08

Santa Barbara News-Press
Counter Proposal #22
February 13, 2008

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Article XXIII – Military Leave

The *News-Press* grants leaves of absence to employees who enter military service or training. Written details of any military commitments should be submitted at the time of hiring. To take a military leave, the employee must submit a written request to the manager accompanied by the "orders to report" immediately upon receipt of those orders.

The *News-Press* complies with applicable federal, state and local laws regarding military leaves of absence. In general, the employee will be reinstated to the same or a similar position without loss of service due to time spent in the military, provided the employee applies for reinstatement within the periods prescribed by the law unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

If an employee enters active military duty other than for temporary emergency service or reserve training, military leave may last for the periods specified by applicable laws unless otherwise extended by Presidential or Congressional action.

If military leave is the result of a temporary emergency or two weeks of annual reserve training, the employee will be paid the difference between the military pay and the regular base pay..

During periods of active military duty which are the result of temporary emergency service or reserve training, the benefits for the employee and covered dependents will be continued for up to two years, providing that the employee pays the applicable contributions. Health benefits coverage may be continued after that under COBRA for up to an additional 18 months by paying the applicable cost.

If the period of active duty is not the result of temporary emergency service or reserve training and is for 31 days or more, life insurance and health benefits coverage will be suspended since coverage will be provided by the Armed Forces. If an employee wishes to continue health benefits coverage he or she may do so for up to 18 months under COBRA by paying the applicable cost. Benefits coverage for covered dependents will be continued for up to two years if the employee continues to make the applicable contributions. Health benefits may be further extended under COBRA for dependents for up to 18 months by paying the applicable cost.

During all periods of military duty for which an employee has been granted a leave of absence, the employee will be eligible for benefits accrual for purposes of determining length of service.

LMZ/ss 02.13.08

Santa Barbara News-Press
Counter Proposal #23
February 14, 2008

Article XXIV – Medical/Health Insurance

Section 1. The *News-Press* offers full-time employees the choice of three different medical plans:

- Preferred Provider Option (PPO)
- Health Maintenance Organization (HMO)

Each of these plans will offer a wide range of medical care and treatment, whether an illness or injury is routine or major, and will help pay medical expenses for you and your eligible dependents during your ~~employment.~~ The *News-Press* shall have the right to change the provider/company.

Employees will be given the option to elect coverage for: themselves only, themselves and a spouse or domestic partner, themselves and their dependents. The *News-Press* will pay a portion of the premiums and the employee will also pay a portion of the premiums. The amounts paid by the employee will vary based on the plan selected and are subject to change from time to time at the discretion of the *News-Press*. Currently, the employees pay 25% of the total premium. In the event that the percentage of the total premium is changed by the *News-Press*, employees covered by this Agreement will pay the same percentage of the total premium as employees not covered by this Agreement.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Specific detail regarding each plan and its cost will be included with the benefit plan enrollment package.

Section 2. The *News-Press* offers full-time employees the choice of two different dental plans:

- Preferred Provider Option (PPO)
- Dental Maintenance Organization (DMO)

Each of these plans is designed to encourage prevention of dental problems, cover a wide range of dental services, and pay a portion of the dental expenses incurred by you and your eligible dependents. The *News-Press* shall have the right to change the provider/company.

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Employees will be given the option to elect coverage for: themselves only, themselves and a spouse or domestic partner, themselves and their dependents. The *News-Press* will pay a portion of the premiums and the employee will also pay a portion of the premiums. The amounts paid by the employee will vary based on the plan selected and may change from time to time at the discretion of the News-Press. Currently, the employees pay 25% of the total premium. In the event that the percentage of the total premium is changed by the *News-Press*, employees covered by this Agreement will pay the same percentage of the total premium as employees not covered by this Agreement.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Specific detail regarding each plan and its cost will be included with the benefit plan enrollment package.

Section 3. The *News-Press* offers full-time employees one vision plan through VSP Vision (VSP).

The VSP plan is designed to pay a portion of the cost for services provided by a participating doctor for you and your dependents incurred by you and your eligible dependents. The *News-Press* shall have the right to change the provider/company.

Employees will be given the option to elect coverage for: themselves only, themselves and a spouse or domestic partner, themselves and their dependents. The *News-Press* will pay a portion of the premiums and the employee will also pay a portion of the premiums. The amounts paid by the employee will vary based on the plan selected and may change from time to time at the discretion of the *News-Press*. Currently, the Employer pays 100% of the total premium. In the event that the percentage of the total premium is changed by the *News-Press*, employees covered by this Agreement will pay the same percentage of the total premium as employees not covered by this Agreement.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Specific detail regarding the plan and its cost will be included with the benefit plan enrollment package.

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Employee Monthly Contribution Amounts

BASED ON NEGOTIATED RENEWAL

	CURRENT			
	TOTAL	Ampersand	EMPLOYEE	
MEDICAL				
HMO				
Employee Only	$290.46	$219.29	$71.17	25%
Employee + Dependent	$609.97	$460.52	$149.45	25%
Employee + Family	$871.38	$657.89	$213.49	25%
PPO				
Employee Only	$439.17	$331.58	$107.59	25%
Employee + Dependent	$922.27	$696.32	$225.95	25%
Employee + Family	$1,317.52	$994.73	$322.79	25%
DENTAL				
DMO				
Employee Only	$16.66	$12.50	$4.16	25%
Employee + Dependent	$33.33	$24.99	$8.34	25%
Employee + Family	$49.16	$36.87	$12.29	25%
PPO				
Employee Only	$30.79	$21.88	$8.91	29%
Employee + Spouse	$62.43	$44.38	$18.05	29%
Employee + Child(ren)	$75.73	$53.82	$21.91	29%
Employee + Family	$107.38	$76.33	$31.05	29%
VISION				
PPO				
Employee Only	$13.31	$13.31	$0.00	0%
Employee + Dependent	$20.68	$20.68	$0.00	0%
Employee + Family	$32.80	$32.80	$0.00	0%

Santa Barbara News-Press
Counter Proposal #24
February 14, 2008

Article XXV – Bulletin Board

The Company agrees to provide a glass-enclosed bulletin board to be placed in the Newsroom at a location selected by the Company, which may be used by the Union for posting notices approved by the Company and restricted to:

(a) Notices of Union meetings.

(b) Notices of Union elections.

(c) Notices of Union appointments and the results of Union elections.

(d) Other notices concerning bona fide Union activity such as: cooperatives, credit unions, and unemployment compensation information.

Before any notice is posted, it must be presented to the Publisher. The Publisher agrees that he will not unreasonably withhold approval and will not unreasonably delay the approval process.

There shall be no other general distribution or posting by employees or the Union of any kind of literature upon Company property other than as herein provided or as permitted by law.

LMZ/ss 02.14.08

Santa Barbara News-Press
Counter Proposal #25
February 15, 2008

Article XXVI – Wages

The Company agrees to pay not less than the following minimum wage rates:

Reporter	$18.00 per hour
Photographer	$18.00 per hour
Copy Editor	$18.00 per hour
Graphic Artist	$18.00 per hour
Clerk	$14.00 per hour

This Agreement is a first-time Collective Bargaining Agreement between the Company and the Union.

The Company shall have the right to pay above the minimum rates established above, based upon qualifications, experience, and ability.

Performance review meetings are usually conducted once a year. The first review will usually take place approximately three months after the employee begins work.

Performance reviews are only one of a number of factors that are considered in determining compensation. Other factors may include but are not limited to merit, position, and general business and economic conditions. Any and all compensation increases are at the sole discretion of the News-Press.

LMZ/ss 02.15.08

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Santa Barbara News-Press
Counter Proposal #26
February 14, 2008

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Article XXVII – Life and Accidental Death and Dismemberment Insurance

The *News-Press* offers full-time employees Life and Accidental Death and Dismemberment Insurance.

This insurance is designed to protect the family in case of death during your employment. The insurance also provides additional protection for the family in case of accidental death or dismemberment.

Coverage is not optional and is fully paid by the *News-Press* on behalf of the employee only. The amount of coverage is one times the employee's annual straight time compensation. Voluntary Life Insurance coverage for spouse and dependent(s) is provided at additional cost to the employee.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Specific detail regarding the coverage will be included with the benefit plan enrollment package.

LMZ/ss 02.14.08

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Santa Barbara News-Press
Counter Proposal #27
February 15, 2008

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Article XXVIII – Separability and Savings Provision

To the best knowledge and belief of the parties, this Agreement contains no term which is in conflict with federal or state law. Should, however, any term or provision of this agreement, at any time during its duration, be held by a court of competent jurisdiction to be in conflict with federal or state law, then such term or provision shall continue in effect only to the extent lawfully permitted. The remaining provisions of this Agreement shall remain in full force and effect.

LMZ/ss 02.15.08

Santa Barbara News-Press
Counter Proposal #28
February 15, 2008

Article XXIX – Contract Integrity

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements, verbal understandings, and/or past practices that may have been applicable to unit employees.

LMZ/ss 02.15.08

Santa Barbara News-Press
Counter Proposal #29
February 15, 2008

Article XXX – Reduction in Force

Section 1. Seniority is defined as employee's total length of continuous employment with the Company, beginning with the date on which the employee began work for the Company after last being hired.

Section 2. In all cases of selection of employees for layoffs or reductions in force, the Company shall give due consideration to seniority, the section of the newspaper impacted, individual comparative productivity, and performance excellence.

Section 3. Each laid off employee will be placed on a recall list for a period of 6 months from the date of layoff. In the event there is an opening in the job classification from which the employee was laid off, laid off employees will be recalled for such positions; factors considered in determining which employees shall be recalled will be the same factors utilized in Section 2 above in making the decision for layoffs. Upon notification from the *News-Press* that he/she is being recalled, the recalled employee must respond to the Employer within 48 hours to notify the Employer of his/her intent to return to the *News-Press*. A laid off employee who is recalled and fails to return to work within two weeks of the notification of the recall will relinquish all recall rights, unless he/she is prevented from returning to work due to sickness or temporary disability.

LMZ/ss 02.15.08

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Santa Barbara News-Press
Counter Proposal #30
February 15, 2008

Article XXXI– Domestic Partnership

In order for a domestic partner to be eligible for any benefit provided in this Agreement, or for an employee to take advantage of any benefit at any time for domestic partners under this Agreement, the employee is responsible to ensure that a Declaration of Domestic Partnership has been registered with the state of California, pursuant to Family Code Section 298. The employee shall promptly file a copy of said Declaration of Domestic Partnership with the Director of Human Resources.

In the event of the termination of the domestic partnership, the employee shall be responsible to promptly complete an Affidavit of Termination of Domestic Partnership and to file said affidavit with the Director of Human Resources.

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Santa Barbara News-Press
Counter Proposal #31
February 15, 2008

Article XXXII – Employee Handbook

The policies of the *Santa Barbara News-Press* Employee Handbook shall apply to the employees covered by this Agreement, unless this Agreement contains a provision that addresses the particular subject matter. On those subject matters on which the parties have negotiated a provision in this Agreement, the Collective Bargaining Agreement prevails over the Employee Handbook.

LMZ 'ss 02.15.08

Letter of Understanding on Journalistic Ethics

It is agreed and understood between the parties that in any business situation it is critical to the success of that enterprise that the goods produced or services rendered are of the highest quality that the business is capable of producing. At the Santa Barbara News-Press, this product is the daily news. It is recognized further by both Management and Labor that due to the nature of our business, their must be a consistent effort by all to meet and exceed the high standards of our industry. Finally, and most importantly, we jointly recognize the obligation to provide the community with news that is timely, accurate and impartial.

To meet these objectives will require a continuous ~~effort by Management~~ and Labor to work collaboratively on a daily basis at gathering and reporting the news. It is recognized by the parties that it is necessary to adopt a set of commonly accepted principles to guide both workers and managers.

To this end, Labor and Management commit fully to supporting the principles expressed in the **Society of Professional Journalists "*Code of Ethics*"** as an addendum to this Agreement.

Additionally, the parties recognize that it may be impossible to eliminate all forms of bias from the news. In the spirit of continual improvement, however, reporters pledge to be fair and objective. When Management views a news story to be unbalanced or distorted, a discussion will be held between the applicable parties to make appropriate changes. It is agreed further that the Management will not attempt to interject opinion into a news story. If agreement cannot be reached on appropriate changes, the reporter may withhold his/her byline.

It is acknowledged by the Publisher that the newsroom professionals are best equipped to decide which stories are worth covering and how they should be covered.

The Publisher has stated, *I respect the traditions of journalism and believe that the best way to run a paper is to hire good people and let them do their job, and that is exactly what I am doing. While it is a fact that tensions will always exist between the news staff and management, discussions and debate lead to better news coverage. I firmly believe this is healthy and promotes excellence in journalism, a principle to which I am deeply committed.*

Based on this acknowledgement, the reporters and editors are committed to working in concert to improve and expand news-gathering efforts for the benefit of the community. The parties agree that to protect the integrity of the News-Press, all decisions made regarding which news stories are to be covered and how to cover these stories will not be influenced in any manner by outside interests directly or indirectly related to the News-Press.

SOCIETY OF PROFESSIONAL JOURNALISTS

Code of Ethics

Preamble

Members of the Society of Professional Journalists believe that public enlightenment is the forerunner of justice and the foundation of democracy. The duty of the journalist is to further those ends by seeking truth and providing a fair and comprehensive account of events and issues. Conscientious journalists from all media and specialties strive to serve the public with thoroughness and honesty. Professional integrity is the cornerstone of a journalist's credibility.

Members of the Society share a dedication to ethical behavior and adopt this code to declare the Society's principles and standards of practice.

Seek Truth and Report It

Journalists should be honest, fair and courageous in gathering, reporting and interpreting information.

Journalists should:

- Test the accuracy of information from all sources and exercise care to avoid inadvertent error. Deliberate distortion is never permissible.
- Diligently seek out subjects of news stories to give them the opportunity to respond to allegations of wrongdoing.
- Identify sources whenever feasible. The public is entitled to as much information as possible on sources' reliability.
- Always question sources' motives before promising anonymity. Clarify conditions attached to any promise made in exchange for information. Keep promises.
- Make certain that headlines, news teases and promotional material, photos, video, audio, graphics, sound bites and quotations do not misrepresent. They should not oversimplify or highlight incidents out of context.
- Never distort the content of news photos or video. Image enhancement for technical clarity is always permissible. Label montages and photo illustrations.
- Avoid misleading re-enactments or staged news events. If re-enactment is necessary to tell a story, label it.
- Avoid undercover or other surreptitious methods of gathering information except when traditional open methods will not yield information vital to the public. Use of such methods should be explained as part of the story.
- Never plagiarize.
- Tell the story of the diversity and magnitude of the human experience boldly, even when it is unpopular to do so.
- Examine their own cultural values and avoid imposing those values on others.
- Avoid stereotyping by race, gender, age, religion, ethnicity, geography, sexual orientation, disability, physical appearance or social status.
- Support the open exchange of views, even views they find repugnant.
- Give voice to the voiceless; official and unofficial sources of information can be equally valid.
- Distinguish between advocacy and news reporting. Analysis and commentary should be labeled and not misrepresent fact or context.
- Distinguish news from advertising and shun hybrids that blur the lines between the two.
- Recognize a special obligation to ensure that the public's business is conducted in the open and that government records are open to inspection.

Minimize Harm

Ethical journalists treat sources, subjects and colleagues as human beings deserving of respect.

Journalists should:

- Show compassion for those who may be affected adversely by news coverage. Use special sensitivity when dealing with children and inexperienced sources or subjects.
- Be sensitive when seeking or using interviews or photographs of those affected by tragedy or grief.
- Recognize that gathering and reporting information may cause harm or discomfort. Pursuit of the news is not a license for arrogance.
- Recognize that private people have a greater right to control information about themselves than do public officials and others who seek power, influence or attention. Only an overriding public need can justify intrusion into anyone's privacy.
- Show good taste. Avoid pandering to lurid curiosity.
- Be cautious about identifying juvenile suspects or victims of sex crimes.
- Be judicious about naming criminal suspects before the formal filing of charges.
- Balance a criminal suspect's fair trial rights with the public's right to be informed.

Act Independently

Journalists should be free of obligation to any interest other than the public's right to know.

Journalists should:

- Avoid conflicts of interest, real or perceived.
- Remain free of associations and activities that may compromise integrity or damage credibility.
- Refuse gifts, favors, fees, free travel and special treatment, and shun secondary employment, political involvement, public office and service in community organizations if they compromise journalistic integrity.
- Disclose unavoidable conflicts.
- Be vigilant and courageous about holding those with power accountable.
- Deny favored treatment to advertisers and special interests and resist their pressure to influence news coverage.
- Be wary of sources offering information for favors or money; avoid bidding for news.

Be Accountable

Journalists are accountable to their readers, listeners, viewers and each other.

Journalists should:

- Clarify and explain news coverage and invite dialogue with the public over journalistic conduct.
- Encourage the public to voice grievances against the news media.
- Admit mistakes and correct them promptly.
- Expose unethical practices of journalists and the news media.
- Abide by the same high standards to which they hold others.

Sigma Delta Chi's first Code of Ethics was borrowed from the American Society of Newspaper Editors in 1926. In 1973, Sigma Delta Chi wrote its own code, which was revised in 1984 and 1987. The present version of the Society of Professional Journalists' Code of Ethics was adopted in September 1996.

UNION RESPONSE TO COMPANY #21
GRIEVANCE AND ARBITRATION PROCEDURE

1. Any disciplinary action, ~~controversy~~, or dispute concerning the application or interpretation of the Agreement ("Grievance") must be resolved in accordance with the provisions of this Grievance and arbitration procedure. The applicable Union representative and Company supervisor will meet prior to the filing of any Grievance and make a good faith effort to resolve all disputes. If no resolution to the dispute is agreed upon, the procedure to be followed will be:

Step 1: The aggrieved and/or steward will file the Grievance in writing with the Santa Barbara News-Press Human Resources Department within ~~thirty (30)~~ **ten (10)** calendar days of when the Union steward and/or Union official knew, or with reasonable due diligence should have known, of the existence of the facts and circumstances giving rise to the Grievance.

Step 2: Within ~~ten (10)~~ **five (10) working** days of receipt of a written Grievance by the Santa Barbara News-Press Human Resources Department, a meeting will be held with up to two representatives appointed by Management and two representatives appointed by the Union to discuss the Grievance.

Step 3: Santa Barbara News-Press will provide a written response to the Grievance within ten (10) days of the meeting. If the parties fail to hold a meeting or if the employer fails to provide a written response to the Grievance within the stated time limits, the grievance shall be advanced to step 4 unless mutual agreement is reached to extend time-frame.

Step 4: If, at this point, the Grievance has not been settled satisfactorily, the Union during the term of this Agreement or any extensions thereof, may appeal the Grievance to arbitration by filing a request for an arbitration panel with the Federal Mediation and Conciliation Service (Form R-43) with a copy given to the Company, within sixty (60) calendar days after receipt of the Company's Third Step Grievance answer or its last disposition if the third step has been waived. If the Union fails ~~to timely file for~~ arbitration in this manner, the Grievance shall be considered settled on the basis of the Company's last disposition. The arbitrator shall be selected from the panel by the parties alternately striking a name from the panel with aggrieved party striking first. The remaining name shall serve as the arbitrator. The parties may choose an impartial arbitrator by an alternative method, if mutually agreed. The arbitrator may sustain, reverse or modify any alleged unjust discharge if he determines that such discharge was not for just cause. The decision of the arbitrator shall be final and binding on the Union, Company and grievant. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

2. All time limits for the processing of Grievance(s) will be deemed mandatory requirements. It is understood, however, that the parties may, through mutual written agreement signed by representatives of both parties, extend or waive the time limits of the Grievance procedure.

3. Santa Barbara News-Press may not suspend, discharge or otherwise discipline a bargaining unit employee without just cause. Grievances concerning discipline will be subject to the Grievance procedure contained in this section, except that in the case of a discharged employee, the Union may, at its option, submit the Grievance to arbitration pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.

Santa Barbara News-Press
Position on Wage Adjustments
As Negotiations Continue
February 25, 2008

During our first meetings in November 2007, *Santa Barbara News-Press* asked the Union's position with respect to wage adjustments for employees during the pendency of negotiations for a first-time Collective Bargaining Agreement. After thinking about it, the Union informed the Company that it would not object or consider it unlawful if *Santa Barbara News-Press* gave wage increases to unit employees while we are negotiating. By a letter dated December 10, 2007 *Santa Barbara News-Press* informed the Union that it would evaluate the Union's proposal and get back to the Union.

With respect to wage adjustments for unit employees, it is the proposal of *Santa Barbara News-Press* that any further wage adjustments are to be negotiated at the bargaining table by the Union and the Company.

February 25, 2008

Article IV: Discipline and Discharge

Section 1. The Employer may discharge or discipline employees for Just Cause.

Section 2. Corrective action shall consist of:

(a) Verbal Warning (documented)
(b) Written Warning
(c) Suspension from work without pay
(d) Discharge.

Section 3. In the case of any offense for which an employee may be discharged, the Employer may impose a lesser penalty. Disciplinary action shall be applied in a uniform and nondiscriminatory manner.

Section 4. The Employer may impose discipline or discharge for the following:

- Violation of Company Rules and Policies provided such policies are reasonable in content and uniformly applied.
- Possession or sale of illegal drugs while on company property or on official company business. Working under the influence of illegal drugs or other intoxicants.
- Insubordination.
- Excessive Absenteeism
- Failure to meet the reasonable productivity standards of the Employer.
- Viewing and/or downloading pornography on Company computers and/or during working times.

February 26, 2008
12:07 PM

Reasonable Productivity Standards (Addendum to Union Counter on Discharge & Discipline)

In determining factors related to meeting reasonable standards of productivity the Employer agrees to consider, but not be limited to the following:

- Degree of Story Complexity
- Preparation of Graphics
- Factors depending on reliance of others
- Number of Bylines
- Story Length
- Necessity of Research
- Conflicts with Non-reporting duties
- Work-load Demands
- Travel Time
- Staffing Levels and Experience

UNION RESPONSE TO
COMPANY 2/26/08 RESPONSE ON
UNION COUNTER PROPOSAL DISCIPLINE AND DISCHARGE.

Item #1
The Union continues to find the employer's position on employment at will to be unacceptable. It is absurd to believe that any legitimate collective bargaining agreement would contain a provision that would not require any accountability for disciplinary action taken by management. To reject a Just Cause standard only demonstrates that the publisher is either unable or unwilling to act in a responsible manner with regard to administering corrective action. It is especially offensive to the concept of responsible management when an employer professes to hold employees accountable for their actions, yet at the same time feels no obligation to act responsibly.

Item #2
It is difficult to believe that any labor professional would be unfamiliar with the basic principles of progressive disciplinary action. The Union must then assume that the mischaracterization of our proposal for progressive steps of discipline is intentionally misrepresented. It is understood that progressive disciplinary (corrective) action requires an employer to take appropriate discipline based on the nature of the infraction.

A pattern of minor violations, such as a developing attendance problem, would usually begin with a verbal warning and progress (by step) up to termination if the problem behavior is not corrected (thus, the term corrective or progressive discipline). On the other hand, a blatant refusal to follow a work directive may necessitate termination on the first offense. Appropriateness of discipline is based on the given situation.

Item #3
The employer's concern with a requirement that *Disciplinary Action shall be applied in a uniform and non-discriminatory manner* would indicate that the employer is more interested in a right to punish employees based on the individual, rather than to establish acceptable standards of behavior and require conformity to the standard. Employees have a right to expect management to apply their standards fairly, not just within the limits required by law.

Item# 4.
The Union communicated very clearly that the omission of items listed on the employer's response was based on varying factors including:

They may already be covered under the provision of company policy or elsewhere in the contract.

Management has applied the term inconsistent with its generally accepted industrial or legal interpretation.

Some items appeared to be a bit obsessive.

February 27, 2008
9:28 AM

Regarding the privacy issue, the Union responded that we recognize that Management should have more freedom to search company desks, computers, email and other News-Press owned assets. However, vehicles, purses, brief cases and other personal property of the employees should require justification before any search is conducted. The term: *Employees should have no expectation of privacy when on Employer property or while on duty* falls into the obsessive category.

The Union also stated that we would be less apprehensive about some of the terminology with a Just Cause requirement that could ultimately be determined by an impartial arbitrator.

Co. VaR 4-2-08

Santa Barbara News-Press
Counter Proposal #32
April 2, 2008

10:00 am

Article XXII – Grievance Procedure

Section 1. A grievance is defined as a claim or dispute with the Company by an employee, or employees, or the Union, involving an alleged violation by the Company of the express provisions of this Agreement.

Section 2.

Step 1 – The employee aggrieved shall, individually or with a Union Steward, within ~~7 calendar days of the~~ occurrence of the events giving rise to the grievance, attempt to the settle the dispute by discussion with his or her immediate Supervisor. The Supervisor shall give the aggrieved employee a verbal answer within 3 days from the time of the discussion.

Step 2 – If the grievance is not satisfactorily settled in the manner provided for in Step 1, within **7 calendar days** from the time the discussion with the immediate Supervisor takes place, a grievance shall then be reduced to writing and signed by the grievant. In reducing grievances to writing, the following information shall be stated with reasonable clarity: the exact nature of the grievance, the act or acts complained of, by whom, when they occurred, the identity of the employee or employees who claim to be grieved, the provision of the Agreement that the employee or employees claim the Company has violated, and the remedy sought. This written grievance shall be presented to the Associate Editor within **7 calendar days** of the Supervisor action taken in Step 1, or within 8 calendar days of the time of the discussion in Step 1, whichever period is shorter. The Associate Editor shall then make a written reply to the grievance within **4 calendar days** after receipt of the written grievance.

Step 3 – If the grievance is not satisfactorily resolved in Step 2, the Union shall present the written grievance to the Director of Human Resources within **7 calendar days** of the answer provided in Step 2. The Director of Human Resources and the Associate Editor shall meet with two representatives of the Union to discuss the grievance. The Director of Human Resources shall make a written statement to the Union within **4 calendar days** after the meeting to communicate the Company's decision.

Step 4 – If the grievance is not satisfactorily resolved in Step 3, the Union, at its option, may submit a grievance to Commissioner Jim Rucks of the Federal Mediation and Conciliation Service within **7 calendar days** after receipt of the Company's decision in the Step 3 meeting. By mutual agreement of the Union, *Santa Barbara News-Press* and FMCS, a day will be selected to conduct a grievance mediation meeting. The mediation session will be held at a neutral site with the Union and *Santa*

Barbara News-Press splitting the cost of the meeting room used for the mediation.

Step 5 – If the grievance is not satisfactorily resolved in Step 4 at the mediation, the Union, at its option, may present a written appeal to the Co-Publishers, within **7 calendar days** after the conclusion of the mediation. The Co-Publishers, within **4 calendar days** after this meeting, shall provide to the Union in writing the final decision of the Company on the grievance. This is the final step in the grievance procedure.

Bargaining Notes

1. The new Step 4 provides the parties with an opportunity to have a neutral from FMCS attempt to mediate the grievance to a mutually acceptable settlement.

2. While under the proposal the mediator has no authority to compel resolution, it does present the opportunity to allow a neutral to use his professional settlement techniques to attempt resolution.

3. FMCS services are free of charge.

4. The process allows the grievant, Union, and *Santa Barbara News-Press* to air, and to potentially settle the grievance utilizing a neutral third party.

5. The process is informal; no record of the proceedings is made.

6. In Step 5, the grievant and the Union are able to appeal directly to the Co-Publishers and present their written case in its entirety.

Co. Rist. D

Santa Barbara News-Press
Counter Proposal #33
April 2, 2008

Article V – No Strike

Santa Barbara News-Press, at this time, withdraws this Proposal, originally submitted as *Santa Barbara News-Press* Counter Proposal No. 5 on November 14, 2007.

Pat R
4:25

Santa Barbara News-Press
Counter Proposal #34
April 2, 2008

Article XXII – Grievance Procedure

Section 1. A grievance is defined as a claim or dispute with the Company by an employee, ~~or~~ employees, or the Union, involving an alleged violation by the Company of the express provisions of this Agreement.

Section 2.

Step 1 – The employee aggrieved shall, individually or with a Union Steward, within **7 calendar days** of the occurrence of the events giving rise to the grievance, attempt to the settle the dispute by discussion with his or her immediate Supervisor. The Supervisor shall give the aggrieved employee a verbal answer within 3 days from the time of the discussion.

Step 2 – If the grievance is not satisfactorily settled in the manner provided for in Step 1, within **7 calendar days** from the time the discussion with the immediate Supervisor takes place, a grievance shall then be reduced to writing and signed by the grievant. In reducing grievances to writing, the following information shall be stated with reasonable clarity: the exact nature of the grievance, the act or acts complained of, by whom, when they occurred, the identity of the employee or employees who claim to be grieved, the provision of the Agreement that the employee or employees claim the Company has violated, and the remedy sought. This written grievance shall be presented to the Associate Editor within 7 **calendar days** of the Supervisor action taken in Step 1, or within 8 calendar days of the time of the discussion in Step 1, whichever period is shorter. The Associate Editor shall then make a written reply to the grievance within 4 **calendar days** after receipt of the written grievance.

Step 3 – If the grievance is not satisfactorily resolved in Step 2, the Union shall present the written grievance to the Director of Human Resources within **7 calendar days** of the answer provided in Step 2. The Director of Human Resources and the Associate Editor shall meet with two representatives of the Union to discuss the grievance. The Director of Human Resources shall make a written statement to the Union within **4 calendar days** after the meeting to communicate the Company's decision.

Step 4 – If the grievance is not satisfactorily resolved in Step 3, the Union, at its option, may submit a grievance to ~~Commissioner Jim Rucks of~~ the Federal Mediation and Conciliation Service within **7 calendar days** after receipt of the Company's decision in the Step 3 meeting. By mutual agreement of the Union, *Santa*

Barbara News-Press and FMCS, a day will be selected to conduct a grievance mediation meeting **within a reasonable period of time after the decision of the Director of Human Resources in Step 3.** The mediation session will be held at a neutral site with the Union and *Santa Barbara News-Press* splitting the cost of the meeting room used for the mediation.

Step 5 – If the grievance is not satisfactorily resolved in Step 4 at the mediation, the Union, at its option, may present a written appeal to the Co-Publishers, within **7 calendar days** after the conclusion of the mediation. The Co-Publishers, within **4 calendar days** after this meeting, shall provide to the Union in writing the final decision of the Company on the grievance. This is the final step in the grievance procedure.

Section 3. All time limits for the processing of any grievance will be deemed mandatory requirements. It is understood, however, that the parties may, through mutual written agreement, signed by representatives of both parties, extend or waive the time limits of the grievance procedure.

Bargaining Notes

1. The new Step 4 provides the parties with an opportunity to have a neutral from FMCS attempt to mediate the grievance to a mutually acceptable settlement.

2. While under the proposal the mediator has no authority to compel resolution, it does present the opportunity to allow a neutral to use his professional settlement techniques to attempt resolution.

3. FMCS services are free of charge.

4. The process allows the grievant, Union, and *Santa Barbara News-Press* to air, and to potentially settle the grievance utilizing a neutral third party.

5. The process is informal; no record of the proceedings is made.

6. In Step 5, the grievant and the Union are able to appeal directly to the Co-Publishers and present their written case in its entirety.

7. ***Santa Barbara News-Press* rejects the notion that a grievance procedure without "just cause" and "binding arbitration" by a neutral is illegitimate. Thousands and thousands of employers have written procedures for resolving workplace disputes without the concept of just cause and arbitration. The Union seems to be saying that these employment**

relationships are not legitimate. ***Santa Barbara News-Press*** **strongly disagrees with that premise.**

8. **We see no need to add a sentence to Step 3 about the Publisher's presence at the grievance meeting. The Publisher would certainly have that discretion.**

Santa Barbara News-Press
Responses to Certain Union Proposals
April 3, 2008

1. **Jury Duty** – In response to the Union's February 25, 2008 Proposal, the position of *Santa Barbara News-Press* remains as stated in Counter proposal No. 16, dated February 12, 2008. Jury duty is a civic duty of the individual citizen. However, to the extent that jury duty does not cause an employee to miss scheduled working hours for a night assignment, we believe that employee should cover his or her assignment.

2. **Work Assignments** – The position of *Santa Barbara News-Press* with respect to work assignments remains as stated in its Counter Proposal No. 3 of November 14, 2007. *Santa Barbara News-Press* believes that the Union's Proposal is a permissive, non-mandatory subject of bargaining, and we request that the Union withdraw the Proposal.

3. **Letter of Understanding on Journalism Ethics** – The position of *Santa Barbara News-Press* with respect to this subject matter remains as stated in Counter proposal No. 3 of November 14, 2007. *Santa Barbara News-Press* believes that the Proposal of the Union is a permissive, non-mandatory subject of bargaining. We request that the Union withdraw this Proposal.

4. **Introductory Period** – The position of *Santa Barbara News-Press* remains as stated in Counter Proposal No. 7 of February 12, 2008.

5. **Sick Leave** – The position of *Santa Barbara News-Press* remains as stated in Counter Proposal No. 9 of February 12, 2008. Sick leave is not a fungible cash item that the employee owns and therefore can donate. Rather, paid sick leave is something *Santa Barbara News-Press* is willing to pay only if an individual actually needs to use it for illness. It is entirely possible that an individual employee would not use any sick leave.

6. **Hours of Work/Overtime** – The position of *Santa Barbara News-Press* remains as stated in Counter Proposal No. 6 of November 14, 2007. With respect to "compensating time off" *Santa Barbara News-Press* is not interested in getting involved in that. It's a very complicated situation under the Fair Labor Standards Act. The *Santa Barbara News-Press* was recently involved in a lawsuit over just this subject.

   With respect to out of town assignments, this has always been a matter of

Management judgment. More is involved than just the number of miles. Often a reporter has driven to Los Angeles, covered an event of short duration and drove back to Santa Barbara. On other occasions *Santa Barbara News-Press* has allowed a reporter to travel to, for example, San Diego, cover an event, that it otherwise had not planned to cover; the employee's proposal that he would stay with friends or relatives to avoid expenses was a persuasive factor in deciding to cover the event. We believe this should remain a case-by-case judgment call on the part of Newsroom Management.

We continue to propose conceptually that overtime at the time and a half rate only be paid after an employee has actually worked 40 hours.

Santa Barbara News-Press
Response to February 26, 2008 Union Addendum Regarding Reasonable Productivity Standards
April 3, 2008

Establishing productivity standards is a traditional Management prerogative. With respect to productivity in a news operation, it is Management that must strike the balance of productivity and quality. At the end of the day, Management has the right to expect a reporter to generate its desired number of articles. The factors proposed by the union cannot justify an absence of productivity.

Degree of Story Complexity – This is really not a valid factor. A reporter could simply overstate complexity, using that as an excuse to drag out the time it takes to write a story.

Preparation of Graphics – Preparation of graphics is the graphic artist's work. This should not play a role in reducing the reporter's productivity.

Factors Depending on Reliance of Others – At times that may be a legitimate factor because the reporter cannot get a hold of a source.

Number of Bylines – We assume what you mean here are the number of byline stories written by the reporter. This is an objective measure of the reporter's productivity.

Story Length – Again, this is not necessarily a valid factor. A reporter can intentionally make a story longer than it needs to be to try to justify the time taken on the story, and therefore try to justify their productivity. At the *Santa Barbara News-Press*, as a general rule, Management is looking for stories of approximately 15 column inches, with at least 2 sources for byline stories.

Necessity of Research – Most stories are not in-depth technical articles. Most stories are not getting a lot of research. So that's not going to be a factor when we're looking for averages to achieve a certain amount of productivity.

Conflicts with Non-reporting Duties – This is not a valid factor. The reporters are there to be reporters. There shouldn't be a lot of non-reporting duties that come into play.

Workload Demands – Again, this seems to be a non-legitimate factor. If the reporter is very busy, it should be easy to be productive. On the other hand, a good reporter is expected to generate stories on their own to fulfill their role.

Travel Time – This can be a consideration. Santa Barbara County is a very large county.

Staffing Levels and Experience – Staffing levels should have nothing to do with an individual reporter's productivity.

Experience – Even a new reporter can be expected to have an expected level of productivity as a matter of basic competence.

Bottom line, a good reporter will plan, organize, and make the adjustments necessary to meet the productivity expectations of newspaper Management.

Santa Barbara News-Press
Counter Proposal #35
April 3, 2008

Article XXX – Reduction in Force

Section 1. Seniority is defined as an employee's total length of continuous employment with the Company, beginning with the date on which the employee began work for the Company after last being hired.

Section 2. Before instituting a layoff as provided in this article, *Santa Barbara News-Press*, at its option, may offer voluntary separation packages to employees in the classification and/or newspaper section affected. If more employees than are needed volunteer for the separation package, *Santa Barbara News-Press* will give the packages to those employees that it would ~~have selected for layoff~~ pursuant to Section 3 below.

Section 3. In all cases of selection of employees for layoffs or reductions in force, the Company shall give due consideration to seniority, the section of the newspaper impacted, individual comparative productivity, and performance excellence.

Section 4. Each laid off employee will be placed on a recall list for a period of 6 months from the date of layoff. In the event there is an opening in the job classification from which the employee was laid off, laid off employees will be recalled for such positions; factors considered in determining which employees shall be recalled will be the same factors utilized in Section 2 above in making the decision for layoffs. Upon notification from the *News-Press* that he/she is being recalled, the recalled employee must respond to the Employer within 48 hours **of actual notification** to ~~notify~~ **advise** the Employer of his/her intent to return to the *News-Press*. A laid off employee who is recalled and fails to return to work within two weeks of the notification of the recall will relinquish all recall rights, unless he/she is prevented from returning to work due to sickness or temporary disability.

Bargaining Notes

1. **This Counter Proposal responds to the Union's February 26, 2008 Proposal.**

2. ***Santa Barbara News-Press* rejects the concept of a bumping procedure as internally disruptive.**

3. ***Santa Barbara News-Press* continues to believe that factors other than seniority should be considered.**

Santa Barbara News-Press
Counter Proposal #36
April 3, 2008

Article XXV – Bulletin Board

The Company agrees to provide a glass-enclosed bulletin board to be placed in the Newsroom at a location selected by the Company, which may be used by the Union for posting notices approved by the Company and restricted to:

(a) Notices of Union meetings.

(b) Notices of Union elections.

(c) Notices of Union appointments and the results of Union elections.

(d) Other notices concerning bona fide Union activity such as: cooperatives, credit unions, and unemployment compensation information.

Before any notice is posted, it must be presented to the Publisher. The Publisher agrees that he will not unreasonably withhold approval and will not unreasonably delay the approval process. **The Shop Steward and the Associate Editor shall have keys to the bulletin board for the purpose of posting and removing posted material.**

There shall be no other general distribution or posting by employees or the Union of any kind of literature upon Company property other than as herein provided or as permitted by law.

Bargaining Note

1. **This in response to the Union's February 26, 2008 Proposal. The addition that is in bold above is similar to a previous Union Proposal. The Union's February 26, 2008 Proposal was regressive, in that it deleted the phrase "for the purpose of posting and removing posted material" from its previous Proposal.**

Santa Barbara News-Press
Counter Proposal #37
April 3, 2008

Article XVIII – Death in the Family

Regular full-time employees will be granted up to three days of paid absence to attend the funeral of the following family members: spouse, **domestic partner,** child, parent, parent-in-law, step-parent, grandparent, grandchild, step-child, brother, sister, daughter-in-law, or son-in-law. Such bereavement leave is in addition to other paid time off – i.e., holiday, vacation or sick leave.

Additional time off without pay may be granted, subject to the written approval of management.

Santa Barbara News-Press
Counter Proposal #38
April 3, 2008

Article IV – Discipline and Discharge

Section 4. Employees should have no expectation of privacy when on Employer property or while on duty, whether on or off Employer property, insofar as it involves the Employer's right to search desks, **Company** vehicles, ~~brief cases, purses,~~ computers, E-mail to investigate possible violations of Employer rules and policies. **The Employer shall have the right to search personal vehicles, brief cases, or purses if the Employer has a reasonable suspicion that the contents thereof involve possible violation of ~~Employer rules and policies.~~** A refusal of an employee to cooperate in any such investigation shall be deemed to be insubordination and, therefore, cause for discipline and/or discharge.

Bargaining Notes

1. ***Santa Barbara News-Press* has no problem if this paragraph is included as part of the Management Rights Article.**

2. **Probable cause is a criminal law concept. "Reasonable suspicion" is a more common term used in the workplace. "Reasonable suspicion" is the language used in the Company's Drug Testing Policy. I believe the Union made reference to this standard used in the Company's Drug Testing Policy in our discussion yesterday.**

May 14, 2008

10/5 DoD

Union 5/14/08 Response To Company 4/3/08 Response Certain Union Proposals

Jury Duty- The Employer's proposal places an unfair burden on the working the off shift. The Employer is willing to excuse and pay the day shift employees for meeting his/her civic duties without requiring those individuals to make up lost hours but requires the off shift employee to work his/her full shift even after spending the day fulfilling his/her Jury Duty obligations. The Union position on Jury Duty at this time, is as previously proposed by the Union.

Work Assignments- Based on the employer's request that the Union withdraw the Work Assignments proposal because Management believes the proposal is *Permissive,* we will withdraw the proposal at this time while we further investigate your arguments and will reformulate at a later time the proposal or elements of the proposal that we feel meet the standard of mandatory subjects of bargaining. We do need to know which elements of this proposal the employer views as permissive.

Letter of Understanding on Journalism Ethics- The Union firmly believes that it is in the best interests of both parties that meaningful discussion over the dispute on Journalism Ethics beheld and an amicable resolution reached. It is most unfortunate that the Publisher does not have the courage to debate the merits of this issue and considers something so important to the employee/employer relationship and the community to be nothing more than a waste of time. In response to your request we will withdraw the proposal.

Introductory Period- The Union cannot respond or counter if we do not know Management's concern with our proposal.

Sick Leave- See Union Proposal "Sick Leave Counter Proposal" 5/14/08

Hours of Work/Overtime- It is my understanding that the Company currently offers comp-time.

Union Discipline and Discharge
5/14/08

Section 1. The Employer may discharge or discipline employees for Just Cause.

Section 2. Corrective action shall consist of:

(a) Verbal Warning (documented)
(b) Written Warning
(c) Suspension from work without pay
(d) Discharge.

Corrective Action as outlined in "Section 2" is intended ~~as a guideline for~~ progressive disciplinary action. The Employer may take action up to and including Discharge based on the seriousness of the violation and subject to "Just Cause".

Section 3. In the case of any offense for which an employee may be discharged, the Employer may impose a lesser penalty. Disciplinary action shall be applied in a uniform and nondiscriminatory manner.

Section 4. The Employer may impose discipline or discharge for the following:

- Violation of Company Rules and Policies provided such policies are reasonable in content and uniformly applied.
- Possession or sale of illegal drugs while on company property or on official company business. Working under the influence of illegal drugs or other intoxicants.
- Insubordination.
- Excessive Absenteeism
- Failure to meet the reasonable productivity standards of the Employer.
- Viewing and/or downloading pornography on Company computers and/or during working times.
- **Dishonesty**

1.50

Santa Barbara News-Press
Counter Proposal #39
May 14, 2008

Article XXX - Temporary Employees

Santa Barbara News-Press shall have the right to contract with temporary employment companies/agencies to provide individuals to perform services in the News Department of *Santa Barbara News-Press*. The use of such provided employees of third party companies/agencies will not result in the layoff of a bargaining unit employee.

MC 5-15-08 LMR

Santa Barbara News-Press
Counter Proposal #40
May 15, 2008

Article XXXI – Non-Harassment

The *News-Press* is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the *News-Press* strictly prohibits harassment of any type against an individual because of that individual's sex, age, marital status, sexual orientation, gender identity, race, color, ancestry, physical or mental disability, religion, national origin, membership or non-membership in a union, ~~or other statutorily~~ protected characteristic. The *News-Press* disapproves of and will not tolerate any unlawful harassment of employees by supervisors or co-workers. It similarly will not tolerate unlawful harassment of its employees by non-employees with whom the *News-Press* has a business relationship (such as vendors or customers). The *News-Press* also will not tolerate unlawful harassment of outside independent contractors by our staff. The harassment precluded by this policy includes any harassment against an individual because that individual is perceived to have any of the characteristics mentioned above or is associated with a person who has or is perceived to have any such characteristic. The *News-Press* also strictly prohibits retaliating against any employee who has complained of illegal harassment or supported such a complaint.

Harassment includes verbal, visual or physical conduct related to a protected characteristic that creates an intimidating, offensive or hostile work environment that interferes with work performance. Such conduct constitutes harassment when submission to the conduct (a) is made either explicitly or implicitly a term or condition of employment, (b) becomes a basis for a decision concerning an individual's employment, or (c) unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;

d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; or

e. Retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other *News-Press* supervisor, the Human Resources Director, the Publisher, or the Chief Executive Officer as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Publisher or to officers of Ampersand Publishing, LLC, which is the owner of the *News-Press*. The *News-Press* will immediately undertake a thorough and objective investigation of the harassment allegations.

Please understand that the *News-Press* has a legal obligation to investigate all claims of unlawful harassment. However, the *News-Press* will consider your concerns to be highly confidential, and in the course of conducting its review will discuss your concerns only with those whom the *News-Press* determines necessary in order to conduct a proper investigation and achieve an effective resolution. Further, as mentioned above, the *News-Press* will not tolerate any retaliation against you or any person who registers a complaint of illegal harassment or supports a co-worker's complaint. If a complaint is found to have merit, the *News-Press* will take corrective action it determines appropriate to ensure that the harassing conduct ceases, including disciplining or discharging any individual who is believed to have violated this prohibition against harassment.

The *News-Press* requires that all employees report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Santa Barbara News-Press
Counter Proposal #3

(Union Response 6/3/08)

Article III – Management Rights

Section 1. [1]Except as expressly modified or restricted by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not, as such rights existed prior to the time any Union became the bargaining representative of the News Department employees of the Employer.

Section 2. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited, to the following rights:

(a) [2]To determine the content of *Santa Barbara News-Press*, including, but not limited to, editing, presentation and placement of all stories, columns, and photos.

(b) [3]To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures.

(c) [4]To determine and, from time to time, to re-determine the methods, processes and materials to be employed.

(d) [5]To discontinue processes or operations of the Employer.

(e) [6]To establish work, quality and productivity standards.

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[1] The Union has no major concerns with Section 1.

[2] The Union does not disagree that Management ~~has a right to~~ determine the content of the paper. We have concerns with the impact of certain aspects of the flow of a story from concept to final publication. The integrity and reputation of the involved employee and other working condition related issues are matters for future discussion and good faith bargaining.

[3] The Union does not object to the establishment of policies practices and procedures where appropriate but is not willing to waive our legal right to bargain over changes in wages, hours and working conditions.

[4] Again as in Section 2b the Union is not willing to waive its right to bargain over changes in wages, hours and working conditions if applicable.

[5] Again as in Section 2b the Union is not willing to waive its right to bargain over changes in wages, hours and working conditions if applicable.

(f) [7]To determine the number of hours per day or week that operations shall be carried on.

(g) [8]To determine and to select the equipment to be used in the Employer's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.

(h) [9]To establish employee work schedules, to set the hours of work and the number of employees, and from time to time to change the hours and employees' work schedules.

(i) [10]To select and hire employees, determine their qualifications and assign and direct their work.

(j) [11]To determine the number and type of employees required.

(k) [12]To assign work to such employees in accordance with requirements as determined by management.

~~(l)~~ [13]~~To~~ lay off employees due to lack of work or reasons of efficiency.

(m) [14]To determine the fact of lack of work.

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[6] To establish *reasonable* work, quality and productivity standards. We need to have further discussion on Management expectations with regard to quality and productivity.

[7] No Major Issues

[8] No Major Issues

[9] Work hours language is still open. That Article should outline the conditions and to what extent the set hours may be changed.

[10] We have no major concern with the language. However, we reserve the right to bargain over wages, hours and working conditions that may be affected by changes in work assignments.

[11] Union will need to know what employer defines as *type of employee*. While the Union recognizes that Management has a basic right to determine the number of employees necessary to perform the required work, the Union is not willing to waive any right to bargain over working condition issues that may be related changes in staffing levels. The Union has already expressed our concerns with diluting the bargaining unit with temporary employees and others.

[12] Union would like a definition of *in accordance with requirements as determined by management.*

[13] No Major Concern

[14] Circumstances should determine lack of work. There should also be discussion about the need for layoff. The Paper recently let a reporter go due to a downturn in business

(n) [15]To make and enforce safety rules and rules governing the conduct of employees within the News Department and for the maintenance of discipline; to the fullest extent permitted by the National Labor Relations Act, to establish and enforce a Code of Ethics for all News Department employees.

(o) [16]To suspend, discharge or otherwise discipline employees.

(p) [17]To issue, amend and revise policies, rules, regulations, and practices.

(q) [18]To determine the content of all jobs and descriptions thereof, and to determine the essential functions of all jobs.

(r) [19]To determine when training will be provided to employees and those employees to receive the training.

Section 3. [20]The Employer shall have the right to utilize independent contractor free-lance writers and photographers to the extent deemed necessary by News Department Management.

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according to Management and shortly afterwards hired a new reporter. While hiring a new employee is generally not a concern under normal conditions, there should at least be discussions and possibly negotiations between Labor and Management when there are apparent conflicts.

[15] The Union has no concerns with Management's right to establish reasonable rules and apply them in a nondiscriminatory manner. The Union also has no issues with the administration of corrective action (Discipline) provided the Employer has Just Cause subject to review by an impartial 3rd party (if necessary). We need to see the employer's proposal for a *Newsroom Employee Code of Ethics* before we can make judgment on the reasonableness of the terms.

[16] The Union has no concerns provided such action is with *Just Cause* which may be processed through a legitimate grievance procedure.

[17] As a general rule the Union does not object to minor changes in policies and rules that do not substantially affect the wages, hours and working conditions. We do have serious concerns with not having an opportunity to contest rules and regulations that seem reasonable in their content but are applied in an unreasonable manner.

[18] Union will need a better understanding of what the employer considers to be *the content of all jobs and descriptions thereof.*

[19] As a general rule the Union does not disagree, however, there may be circumstances when changes in working conditions make negotiations on the subject appropriate.

[20] The Union current has a ULP pending related to the subcontracting of Bargaining Unit work to outside contractors. The Union recognizes the historic practice of utilizing

Section 4. [21]The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5. [22]Managers/Supervisors shall have the right to write and/or take photographs for publication in *Santa Barbara News-Press.*

Section 6. [23]The rights and prerogatives of Management, whether established by express provision (including, this Article III) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement on _____ and until a different Agreement is reached or other lawful change is permitted.

[24]Bargaining Notes

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outside contractors to a degree and has not proposed eliminating the use of outside contractors entirely; however, we have issues with the elimination of newsroom positions through this process and need to have further discussion on the issue.

[21] Over a period of time practices may be established between the parties that would normally constitutes an agreement, in these cases the Union would maintain that there is an obligation to bargain over changes.

[22] The Union has concerns with Management performing bargaining unit work on a regular basis. We recognize over the past two years turnover has made it necessary to have supervision perform bargaining unit work on a more frequent basis than would normally be the case. Once a settlement is reached we would expect writers to return to writing and managers to return to managing.

[23] The Union has no major issues with the language and may propose a counter proposal that maintains all terms of the Agreement as status quo until different Agreement is reached or other lawful change is permitted.

[24] The Union is currently reassessing our position on elements of the Work Assignments Proposal removed from the table so we do not believe a response on the Employer's *Bargaining Notes* is appropriate at this time. We do adamantly disagree with the position stated in Footnote "3" which we will discuss further at a later date once we have determined how to deal with the "Work Assignments" issues as expressed by the Employer.

June 3, 2008
9:45 AM

1. This proposal represents the status quo for *Santa Barbara News-Press*.

2. This proposal, while addressing many points, responds to the Union's proposals on "Work Assignments" and "use of free-lance material."

3. The Union's proposal on "Work Assignments" in effect transfers control of content from Management (where it resides now) to the individual employee's subjective notion of "integrity," "malicious," "unethical," "immoral," "unsafe" and "unreasonable work load." *Santa Barbara News-Press* is not willing to so transfer control. That should remain with the Publisher.

Union
Counter Proposal
June 4, 2008

Article III – Management Rights

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not, as such rights existed prior to the time any Union became the bargaining representative of the News Department employees of the Employer.

Section 2. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited, to the following rights:

a) To determine the content of *Santa Barbara News-Press*, including, but not limited to, editing, presentation and placement of all stories, columns, and photos. This right does not extend to the use of the employee's byline.

b) To establish reasonable policies, practices and procedures for the conduct of the business and to apply them in a uniform and consistent manner.

c) To determine the methods, processes and materials to be employed.

d) To discontinue processes or operations of the Employer provided the work is not subcontracted or transferred from the newsroom.

e) To establish reasonable work, quality and productivity standards.

f) To determine the number of ~~hours per day or week that operations shall be carried~~ on.

g) To determine and to select the equipment to be used in the Employer's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.

h) To establish employee work schedules, to set the hours of work and the number of employees.

i) To select and hire employees, determine their qualifications and assign and direct their work.

j) To determine the number and job classification of employees required.

k) To assign work to such employees in accordance with requirements of the assignment.

l) To lay off employees due to lack of work or reasons of efficiency.

m) To make and enforce reasonable safety rules and rules governing the conduct of employees within the News Department.

n) To suspend, discharge or otherwise discipline employees with Just Cause.

o) To issue, amend and revise policies, rules, regulations, and practices.

p) To determine the essential functions of all jobs.

q) To determine when training will be provided to employees and those employees to receive the training.

Section 3. The Employer shall have the right to utilize independent contractor free-lance writers and photographers to the extent deemed necessary by News Department Management, but will not do so in a manner that replaces exisiting and adversely affects bargaining unit positions with contractors.

Section 4. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This shall not be applicable to past practices that develop over the term of the Agreement or thereafter.

Section 5. ~~Managers/Supervisors shall have~~ the right to write and/or take photographs for publication in *Santa Barbara News-Press,* but will not do so in a manner that undermines the contractual rights of bargaining unit members.

Section 6. Rights as provided in this Article shall not supersede Managements legal obligation to bargain over changes that substantially affect the wages, hours and working condition of Bargaining Unit Employees.

Santa Barbara News-Press
Counter Proposal #41
June 4, 2008

Article XXIII – Wages

The Company agrees to pay not less than the following minimum wage rates:

Reporter	$18.00 per hour
Photographer	$18.00 per hour
Copy Editor	$18.00 per hour
Graphic Artist	$18.00 per hour
Clerk	$14.00 per hour

This Agreement is a first-time Collective Bargaining Agreement between the Company and the Union. **Therefore, there are many unit employees whose hourly rate of pay is already in excess of the above stated rates. This article, upon signing the new Agreement, will not cause those employees' rates of pay to be reduced to the above minimums.**

The Company shall have the right to pay above the minimum rates established above, based upon qualifications, experience, and ability.

Performance review meetings are usually conducted once a year. The first review will usually take place approximately three months after the employee begins work.

Performance reviews are only one of a number of factors that are considered in determining compensation. Other factors may include but are not limited to merit, position, and general business and economic conditions. Any and all compensation increases are at the sole discretion of the News-Press.

Bargaining Note:

We are disappointed that for the second time in these talks the union has tried to mischaracterize our Wage proposal as a proposal to cut the pay of any current bargaining unit employee. That is not the intention. Certainly, if, for example, an individual's performance deteriorated significantly a pay adjustment may be in order. However, that is not the purpose of this particular article.

Dist 6-4-0
8:50pm

Santa Barbara News-Press
Counter Proposal #42
June 4, 2008

Article XXX – Access to Premises

GCC/IBT acknowledges that the premises of *Santa Barbara News-Press* are private property. For that reason, the right of access to these premises shall be governed by this section.

Non-employee representatives of the Union may visit the premises for the purpose of investigating pending grievances (provided that such grievances are of a nature that investigation and observation will assist in their determination) and for the purpose of discussing them with Management, as provided in Article XII of the Grievance Procedure hereof. The representative shall not interfere in any way with the progress of work upon such visits. If the non-employee representative desires to avail himself of this privilege, he must first contact the Associate Editor, or the Director of Human Resources in the absence of the Associate Editor, to obtain permission. With respect to each visit for which permission has been granted, the Associate Editor and/or Director of Human Resources shall have the right to make reasonable regulations concerning the time of such visits and the areas of the premises in which the non-employee representative may go.

Santa Barbara News-Press
Counter Proposal #43
July 10, 2008

Article XIV – Mileage Reimbursement

Employees who are asked to use their own car for business-related travel will be reimbursed for driving expenses at the rate of ~~$0.40~~ **$0.42** per mile.

In order to receive this reimbursement employees must complete and submit the Employer's Automobile Expense Statement weekly to their supervisor for approval.

July 10, 2008
4:56:06 PM

EMPLOYEE INTEGRITY

1. The Employer shall continue the existing practice of contacting the affected Employee prior to publication before making any substantive change to an article. A "substantive change" shall be defined as any change that modifies the meaning of the submitted story. In the event the affected Employee cannot be reached, his/her byline will be removed. An employee's byline or credit line shall not be used over the employee's protest, where the employee reasonably believes that the changed or edited story no longer is accurate and/or if published would not be consistent with the affected Employee's individual ethics or integrity. This provision shall not apply to minor, grammatical or routine changes.

2. The employer shall continue the practice of consulting the affected employee in advance of a publication of a retraction, correction or clarification of an article written by that employee.

3. An employee may withhold his byline from an article which he/she reasonably believes is malicious, distorts the facts or creates an impression which the employee knows to be false.

4. An employee may not be disciplined for refusing to perform a task that the employee reasonably believes is unsafe.

5. The Employer and the Union agree that the Employer shall comply with its legal duty to provide legal counsel (at the expense of the Employer) and a defense for any Employee who is threatened with legal action and/or is sued or otherwise served with legal process in connection with tasks performed by the Employee within the course and scope of that employee's employment.

Nothing in this provision shall be interpreted or applied to compromise or affect the employer's right to control the substantive content of the newspaper, consistent with applicable law and with the employee's right to withhold his/her byline as described above.

BARGAINING NOTES

The Employer took the position that a Work Assignments proposal the Union submitted was "permissive" and that it would not discuss it. The Employer declined the Union's request to elaborate on what specific portions of that proposal it believed were permissive, and why it believed them to be permissive. The Union withdrew that set of proposals, and has modified the proposals as expressed above.

The above set of proposals are mandatory subjects of bargaining in accordance with, *inter alia*, Express Publishing, 13 N.L.R.B. 1213 (1939); Citizen-News Company, 33 N.L.R.B. 511 (1941); Peerless Publications, 231 NLRB 244 (1978); Capital Times Company, 223 NLRB 651 (1976); Westinghouse Broadcasting, 285 NLRB 205 (1987)

July 11, 2008
1:57 PM

UNION 7/11/08 RESPONSE TO EMPLOYER POSITION ON ELECTRONIC COMMUNICATIONS

The Union recognizes that our proposal goes beyond the language provided in the Employee Handbook. The status quo on this subject is unacceptable; this is why we are proposing changes. If we did not, we would have proposed the Handbook language.

It is disappointing to see that the Publisher of a daily newspaper is comfortable with restricting access to information sources and finds that not getting that whole story is acceptable. However, we continue to recognize that content is ultimately the responsibility of the Publisher. Our concern and purpose for the proposal is to improve working conditions. That is to permit employees to meet deadlines by having quicker access to information which also allows the employees to accomplish more in a workday. This is of considerable interest to the employees.

The Union in no way stated or implied that a reporter would *copy* items for The Independent, The Daily Sound or any other source or outlet. The Union did not even consider the aspect of *Pornography* until Management Representatives asked us our position on that subject at the table, to which we responded that we agreed that access to the pornographic websites was not our intention and we would reflect that position in a future proposal, which we have provided to you. We also stated we would be amicable to a counter with the restriction.

The Union further notes that the web sites we have discussed that are blocked were not blocked until February 2007. The Union requests a response as to why the Employer implemented that policy at that time and permitted unrestricted access prior to that time. We, too, do not want the employees to follow the competition with regard to reporting the news. That is why we want to have the same tools to access information.

	A	B	C	D	E	F	G
1		**2007 Earnings**					
2		**NAME**	**HIREDATE**	**STATUS**	**2007 Reg Hours**	**OT HRS**	**2007GROSS**
3		Bateman, Dennis	11/7/2006	A	1936	6	$45,861.40
4		Brewer, Joe	12/18/2006	A	1928	245	$58,260.94
5		Cheng, James	7/21/2006	A	1912	205	$57,371.65
6		Craig, Jeffrey	10/25/2006	A	1401.5	232.5	$50,233.27
7		De Walt, Thomas	11/1/1999	A	1924	11	$45,150.41
8	—	Dorfman, Blake	7/10/2006	A Q	1924	75	$39,943.00
9	—	Dvorak, John	9/28/2006	A Q	1896	51	$39,064.13
10		Eliason, John	6/1/1989	A	1823	68	$60,422.42
11		Harvey, Victoria	7/31/2006	A	1928	142.5	$56,843.80
12		Hopkins, Bethany	4/19/2006	A	1911	0	$33,280.00
13		Hughes, Karna M.	4/5/2004	A	1872.5	0	$30,758.85
14		Malone, Steve	6/11/1972	A	1780	55.5	$60,746.35
15		McMahon, Marilyn	12/26/1977	A	1454	0	$43,791.34
16	—	Milton, Lara	3/22/2000	A Q	1748	72	$46,405.21
17		Mineards, Richard	4/16/2007	A	1368	24	$52,054.72
18	—	Moran, Dennis M.	9/16/2005	A F	1901	49	$48,055.18
19		Moriatis, Mike	12/10/2006	A	1899	160.5	$48,180.59
20		Patton, Mark	12/15/1977	A	1874	124	$71,764.72
21		Schultz, Kathy J.	10/12/2006	A	1950	255.5	$59,140.25
22		Smolensky, Matthew	5/22/2007	A	1102	88	$31,654.86
23		Waggener, Sherrie	3/10/1997	A	1879	198.5	$41,145.74
24		Wallace, Nora	5/30/1990	A	1850	82.5	$59,240.39
25	—	Ward, Mary	7/10/2005	A R	1436.75	112.25	$28,892.25
26							
27							
28							
29							
30	Prepared						
31	3-Sep-08						

Santa Barbara News-Press
Counter Proposal #44
September 4, 2008

Article XIII – Vacation

Only regular full-time employees are eligible for paid vacation. Vacation time does not accrue during the 90-day Introductory Period. Once the Introductory Period is complete, vacation will accrue beginning with the employee's start date. This policy does not apply to those employees hired in the last quarter of the year. If hired September 15th or later please contact your supervisor for the amount of vacation you are eligible to take in the current year. Vacation time accrued in the last quarter may not be carried over ~~into the next~~ year. Part-time and temporary employees are not eligible for paid vacation.

Employees will "accrue" vacation time, as described below, monthly over the course of the year rather than receiving full vacation "entitlement" at the beginning of the year. An employee must be employed on the 15th of each month to earn the vacation for that month.

Any increased accrual rate will commence on the 15th of the month following your anniversary date.

Full-time employees are eligible to accrue vacation for each calendar month of service. The vacation accrual rate is based on your length of employment, as follows:

Length of Continuous Full-Time Service	Vacation Time Earned Per Month	Total Annual Vacation (PER YEAR)
Less than three years	.83 days	10 days
Three years or more but less than ten years	1.25 days	15 days
Ten years or more but less than twenty years	1.66 days	20 days
Twenty years or more	2.08 days	25 days

(The chart above is based on a standard 5-day workweek.)

If you leave the *News-Press* for any reason during the course of the year, you will be entitled to be paid for vacation time accrued but not taken. If you have taken vacation time not yet accrued, you will be required to reimburse the *News-Press* for that time from your final paycheck.

~~Every effort will be made to grant an employee a vacation at the time he/she desires. However, vacations should not interfere with the operation of the department or the newspaper and therefore must be approved by the employee's manager in writing at~~

~~least one (1) month in advance. Any conflicts arising in requests for vacation time shall be resolved at the discretion of the *News Press*.~~

Vacations in the News Department will be selected by sub-departments. Sub-departments are Sports, Photo, Copy Desk, Life, and News. In the second week of December, each sub-department will post a calendar identifying the weeks Management has decided are available for vacation selection. As a general rule, any conflicts arising in requests for vacation time shall be resolved by seniority within the sub-department, the employee with the most seniority given preference of selection. Vacation shall not interfere with the operations of the department or the newspaper, and therefore must be approved by the employee's Manager, in writing, at least one month in advance. A vacation approved at least one month in advance by an employee's Manager cannot later be displaced by a more senior employee.

An employee may not receive advance vacation pay without written authorization from his/her manager. Such authorization is at the discretion of that manager, and must be granted in advance of the vacation.

If the employee is eligible for three, four, or five weeks of vacation, he/she may take only two (2) consecutive weeks at one time, unless the employee has received written approval from his/her manager and senior management at least six (6) weeks in advance.

~~Vacation may accrue only up to the employee's annual (yearly) vacation eligibility (e.g. 10 days for an employee with less than three years, 15 days for an employee of 3 to 10 years, etc.), after which vacation must be used before any additional vacation accrues.~~

Vacation may accrue up to a maximum of one and three-quarters (1.75) times the annual accrual rate. Once an employee accrues the maximum amount of vacation, no additional vacation will accrue until the employee's vacation accrual balance falls below the maximum.

At the Employer's discretion, new hires may be credited with years of service in the newspaper industry; at the Employer's discretion, any employee may be credited with years of service due to performance excellence.

Bargaining Notes

1. We do not know whether the Union intended this, but its proposal gives no vacation to anyone with less than one full year of service. The Company proposal does provide for vacation for new employees.
2. The current vacation policy and the proposal of *Santa Barbara News-Press* is not one where employees earn vacation in one year and take it in the following year;

rather, vacation is accrued and taken as you go, in the same year. Under accounting principles, the Union's proposal would require *Santa Barbara News-Press* to carry a significant liability on its books.

Dist. 3:71

Santa Barbara News-Press
Counter Proposal #45
October 22, 2008

Article XIII – Vacation

Only regular full-time employees are eligible for paid vacation. Vacation time does not accrue during the 90-day Introductory Period. Once the Introductory Period is complete, vacation will accrue beginning with the employee's start date. ~~This policy does not apply to those employees hired in the last quarter of the year. If hired September 15th or later please contact your supervisor for the amount of vacation you are eligible to take in the current year. Vacation time accrued in the last quarter may not be carried over into the next year.~~ Part-time and temporary employees are not eligible for paid vacation.

Employees will "accrue" vacation time, as described below, monthly over the course of the year rather than receiving full vacation "entitlement" at the beginning of the year. An employee must be employed on the 15th of each month to earn the vacation for that month.

Any increased accrual rate will commence on the 15th of the month following your anniversary date.

Full-time employees are eligible to accrue vacation for each calendar month of service. The vacation accrual rate is based on your length of employment, as follows:

Length of Continuous Full-Time Service	Vacation Time Earned Per Month	Total Annual Vacation (PER YEAR)
Less than three years	.83 days	10 days
Three years or more but less than ten years	1.25 days	15 days
Ten years or more but less than twenty years	1.66 days	20 days
Twenty years or more	2.08 days	25 days

If you leave the *News-Press* for any reason during the course of the year, you will be entitled to be paid for vacation time accrued but not taken. If you have taken vacation time not yet accrued, you will be required to reimburse the *News-Press* for that time from your final paycheck.

Every effort will be made to grant an employee a vacation at the time he/she desires. However, vacations should not interfere with the operation of the department or the newspaper and therefore must be approved by the employee's manager in writing at

least one (1) month in advance. Any conflicts arising in requests for vacation time shall be resolved at the discretion of the *News-Press*.

An employee may not receive advance vacation pay without written authorization from his/her manager. Such authorization is at the discretion of that manager, and must be granted in advance of the vacation.

If the employee is eligible for three, four, or five weeks of vacation, he/she may take only two (2) consecutive weeks at one time, unless the employee has received written approval from his/her manager and senior management at least six (6) weeks in advance.

~~Vacation may accrue only up to the employee's annual (yearly) vacation eligibility (e.g. 10 days for an employee with less than three years, 15 days for an employee of 3 to 10 years, etc.), after which vacation must be used before any additional vacation accrues.~~

Vacation may accrue up to a maximum of one and three-quarters (1.75) times the annual accrual rate. Once an employee accrues the maximum amount of vacation, no additional vacation will accrue until the employee's vacation accrual balance falls below the maximum.

At the Employer's discretion, new hires may be credited with years of service in the newspaper industry.

Bargaining Notes

1. We do not know whether the Union intended this, but its proposal gives no vacation to anyone with less than one full year of service. The Company proposal does provide for vacation for new employees.
2. The current vacation policy and the proposal of *Santa Barbara News-Press* is not one where employees earn vacation in one year and take it in the following year; rather, vacation is accrued and taken as you go, in the same year. Under accounting principles, the Union's proposal would require *Santa Barbara News-Press* to carry a significant liability on its books.
3. In an effort to move the parties closer to agreement, we have deleted our proposal to credit employees with extra vacation due to performance excellence. We are disappointed that the Union does not want to reward excellence.

Dist + Discussed 3:33

Santa Barbara News-Press
Response to Various Union Questions
October 22, 2008

1. **Vacation** – See attached Counter Proposal No. 45. With respect to exceptions to the general rule that vacation is selected on the basis of seniority, the exceptions would be based upon individual circumstances.

2. **Bargaining Unit Employee List of July 10, 2008** – You had asked to be informed of any changes to this list. Dennis Moran, John Dvorak, and Blake Dorfman are no longer with *Santa Barbara News-Press*. There would necessarily be no changes to the 2007 earnings document we presented to the Union on September 3, 2008. That lists earnings for employees who worked in the unit during calendar year 2007 with their hours and earnings. That is just a record that will not change.

3. **Electronic Communication** – The position of *Santa Barbara News-Press* remains as stated in our written response dated July 10, 2008. With respect to the question posed by the Union in its July 11, 2008, written response on Electronic Communications, our IT Director, Chris Montecino, did not assume that position until February 2007. His predecessor had told Management that there was no capability to block the websites you referenced. When asked the same question, Chris Montecino determined that his predecessor was incorrect and that it was possible in our system. Thus, that is the reason for the timing.

4. **Term of Contract** – As we stated earlier today, it is the position of *Santa Barbara News-Press* that the Agreement should be a one-year Agreement to be effective the day and date both parties sign the Agreement.

5. **Wages** – With respect to the Union's Wage proposal ~~presented this morning,~~ we direct the Union to the written response of *Santa Barbara News-Press* dated May 14, 2008. The arguments and rationale for rejecting the Union's May 14, 2008, Wage proposal are just as valid with respect to today's proposal. The only change made was a reduction of an across the board increase from 4% to 3.5%. Within the newspaper industry at large, 3.5% wage increases in today's economy are unrealistically high, and those proposed increases of the Union are on top of dramatically increased rates for other classifications.

   As these negotiations have progressed, the economy in general, and the economy in the newspaper industry in particular, has deteriorated. Newspapers all across the United States are downsizing their workforces in response to the weakening economy. McClatchy Newspapers announced a nationwide pay freeze. There are many other examples. As we have stated previously to the Union, the wage rates at *Santa Barbara News-Press* compare very favorably in the newspaper industry with no increases.

With respect to the question about the titles of Deputy Sports Editor, Deputy Scene Editor, and Deputy Life Editor, these are not titles that are actively in use at *Santa Barbara News-Press*. Initially, we questioned whether or not the Union was attempting to add Management positions to the unit. We believe there is confusion on the part of the Union. These titles are not titles that are assigned to anyone in the bargaining unit.

With respect to currently filled Management positions in News Department, they are as follows

1. Associate Editor - Scott Steepleton
2. Director of News Operations - Don Katich
3. Business Editor - Dale Rim
4. Assistant City Editor - James Zoltak
5. Assistant Life Editor - Charlotte Boechler
6. Scene Editor - Keri Bradford
7. Photo Editor - Rafael Maldonado
8. Assistant Scene Editor - Chris Trenchard

6. **Retirement** – The Company's position with respect to the 401(k) plan remains unchanged. The Company is unwilling to add a matching feature to the plan.

   Since the Union acknowledged that the employees can participate in the Inter-Local Pension Plan without Employer involvement, we believe that is how they should proceed. The Union said it would be willing to withdraw this proposal. We would appreciate that course of action.

7. **Benefit Eligibility** – It has been the policy of *Santa Barbara News-Press* since May 2006 that only full-time 40-hour per week employees are benefit eligible. Prior to that time, an employee was eligible if he or she worked 30 or more hours per week. Making this change *Santa Barbara News-Press* did not take away benefits from any then current employee who was working 30 or more hours per week. From and after that date any employee filing a part-time position was not benefit eligible. The Company did not communicate that any full-time employee on the payroll as of May 2006 could later move to part-time status and remain benefit eligible.

   Therefore, the present proposal of *Santa Barbara News-Press* reflects that only full-time 40-hour per week employees are benefit eligible. There are no part-time employees in the News Department at the present time.

10-23-c
150

Santa Barbara News-Press
Counter Proposal #46
October 23, 2008

Article VI – Hours of Work/Overtime

Section 1. For regular full time employees, 8 hours, exclusive of a **one-hour** lunch period, will constitute a regular day's work; 40 hours shall constitute a regular week's work. The lunch period shall be unpaid. The Employer shall have the right to designate the timing of the lunch period; **however, the lunch period break must be taken no later than 4 hours and 59 minutes into the employee's work schedule.**

Regular full-time employees will have the opportunity to take two 15-minute breaks in addition to the lunch break. The first 15-minute break will be taken no later than 3 hours and 59 minutes into the employee's work shift. The second 15-minute break will be taken after the lunch period break. The two 15-minute breaks are paid time. It shall be the responsibility of the employee to manage his/her time to take advantage of these breaks.

Section 2. The Employer shall have the right to determine the weekly work schedule for all employees. As a general rule, employees will work a 5-day, 40-hour workweek; however, the Employer reserves the discretion to make other scheduling arrangements.

Section 3. An employee shall be paid overtime at the rate of time and one half the regular hourly wage rate, only for work actually performed in excess of 40 hours in a workweek.

Section 4. Overtime shall be worked when deemed necessary by the Employer, and the Employer shall have the right to select for overtime work the individuals needed.

Section 6. No overtime shall be worked by any employee unless it is authorized by a manager/supervisor of the News Department.

OK
MZ
1-14-09

Article VII – Sick Leave

All regular full-time employees are eligible to receive ten (10) days of sick pay each calendar year. This will be based on a standard 5-day workweek, prorated on a monthly basis in the first calendar year of employment.

Our Sick Leave policy is designed primarily for short illness and not for prolonged disabilities. Sick days may be taken as needed when for employee's illness or for the illness of a dependent or parent. An employee must call the supervisor before the scheduled starting time to advise of the illness and time of anticipated return. Medical documentation may be requested to verify illness.

If an employee is absent for more than five consecutive workdays, he/she will be eligible ~~for our Short-Term Disability~~ Plan (STD).

Unused sick days may not be carried over from year to year.

(Counter Proposal #9, February 12, 2008)

OK
LMR
1-15-09

Article XVII – Full-Time Status

Full-time employees are those employees working 40 hours per week on a regularly scheduled basis. Such full-time employees are eligible for benefits (e.g. vacation, holidays, health insurance, etc.) contained in this Agreement; part-time employees are not eligible for the benefits contained in this Agreement.

(Counter Proposal #19, February 12, 2008)

Santa Barbara News-Press
Counter Proposal #47
January 15, 2009

Article XXI – Medical/Health Insurance

Company Counter Proposal No. 23 of February 14, 2008, is hereby withdrawn. *Santa Barbara News-Press* will be reviewing this subject matter and plans to make a new proposal at our next meeting.

This change in our proposal is due to the recession, the state of economy in general, and the state of the newspaper industry in particular. *Santa Barbara News-Press* is not pleading an inability to pay. Rather, *Santa Barbara News-Press* is stating that it is unwilling to continue the current medical/health insurance benefits.

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Proposed Agreement

Between

Santa Barbara News-Press

And

GCC/IBT

As of February 25, 2009

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Article I – Parties and Term of Agreement

This Agreement is made and entered into this ____ day of _____, 20____ by and between Ampersand Publishing, LLC, d/b/a *Santa Barbara News-Press* hereinafter referred to as the "Employer" and Graphic Communications Conference/International Brotherhood of Teamsters hereinafter referred to as the "Union."

This Agreement shall become effective 12:01 a.m. _____, 20____, and shall continue in full force and effect until 12:01 a.m. _____, 20____. Thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months, unless, at least sixty (60) days prior to the end of any twelve-month effective period, either party serves written notice upon the other that it desires termination, revision or modification of the Agreement.

(Counter Proposal #1, November 13, 2007)
(Agreed June 3, 2008)

Article II – Recognition

The Employer recognizes the Union as the exclusive bargaining representative of the employees in the following unit certified in NLRB Case 31-RC-8602:

> All full-time and regular part-time employees in the News Department, including writers, reporters, copy editors, photographers, and graphic artists employed at the Employer's Anacapa Street facility located in Santa Barbara, California, but excluding all other employees, guards, confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

(Counter Proposal #2, November 13, 2007)
(Agreed June 3, 2008)

Article III – Management Rights

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its normal, statutory, inherent and common law rights, prerogatives and functions to manage the business, whether exercised or not, as such rights existed prior to the time any Union became the bargaining representative of the News Department employees of the Employer.

Section 2. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited, to the following rights:

(a) To determine the content of *Santa Barbara News-Press*, including, but not limited to, editing, presentation and placement of all stories, columns, and photos.

(b) To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures.

(c) To determine and, from time to time, to redetermine the methods, processes and materials to be employed.

(d) To discontinue processes or operations of the Employer.

(e) To establish work, quality and productivity standards.

(f) To determine the number of hours per day or week that operations shall be carried on.

(g) To determine and to select the equipment to be used in the Employer's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.

(h) To establish employee work schedules, to set the hours of work and the number of employees, and from time to time to change the hours ~~and employees' work~~ schedules.

(i) To select and hire employees, determine their qualifications and assign and direct their work.

(j) To determine the number and type of employees required.

(k) To assign work to such employees in accordance with requirements as determined by management.

(l) To lay off employees due to lack of work or reasons of efficiency.

(m) To determine the fact of lack of work.

(n) To make and enforce safety rules and rules governing the conduct of employees within the News Department and for the maintenance of discipline; to the fullest extent permitted by the National Labor Relations Act, to establish and enforce a Code of Ethics for all News Department employees.

(o) To suspend, discharge or otherwise discipline employees.

(p) To issue, amend and revise policies, rules, regulations, and practices.

(q) To determine the content of all jobs and descriptions thereof, and to determine the essential functions of all jobs.

(r) To determine when training will be provided to employees and those employees to receive the training.

Section 3. The Employer shall have the right to utilize independent contractor free-lance writers and photographers to the extent deemed necessary by News Department Management.

Section 4. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5. Managers/Supervisors shall have the right to write and/or take photographs for publication in *Santa Barbara News-Press.*

Section 6. The rights and prerogatives of Management, whether established by express provision (including, this Article III) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement on _____ and until a different Agreement is reached or other lawful change is permitted.

(Counter Proposal #3, November 14, 2007)

Article IV – Discipline and Discharge

Section 1. The Employer shall have the right to discharge or discipline employees. The disciplinary action which the Employer may take in punishing or penalizing employees shall include, but not be limited to: (a) warning; (b) suspension from work without pay; (c) discharge.

Section 2. In the case of any offense for which an employee may be discharged, the Employer may, in its sole discretion, impose a lesser penalty.

Section 3. While the policy of the Employer is at-will employment, the Employer wishes to communicate that it will impose discipline or discharge for the following types of misconduct:

(a) Biased reporting.
(b) Violation of the Employer's policies on Business Conduct, Conflicts of Interest, Confidentiality and Code of Ethics.
(c) Possessing intoxicants, illegal drugs, and/or drug paraphernalia on Employer property.
(d) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances on Employer property.
(e) Sale of drugs on Employer property or while on duty whether on or off Employer property; sale of drugs to other Employer employees whether on or off Employer property.
(f) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances off Employer property and then returning to work.
(g) A positive laboratory test result establishing the presence in the employee's bodily system of illegal drugs, controlled substances, alcohol or the presence of lawful over-the counter or prescription drugs at a level higher than the manufacturer's or doctor's recommended dosage.
(h) Disloyalty.
(i) Insubordination.
(j) Dishonesty.
(k) The violation of any Employer rule or policy which is discovered by the Employer after the Employer has disciplined or discharged the employee.
(l) Neglect of duty.
(m) Repeated, unexcused absence and tardiness.

(n) Conviction of a felony.
(o) Loss and/or suspension of licensed driving privileges.
(p) Secretly tape recording/video recording any employee/supervisor of the Employer.

(q) The use, whether on premises or off premises from a remote site, of the Employer's equipment, computer hardware, software and/or e-mail systems for the benefit of any third party organization of any kind.

(r) Failure to meet the productivity standards of the Employer.

(s) Violation of the Employer's Non-Harassment Policy.

(t) Viewing and/or downloading pornography on Company computers and/or during working times.

Section 4. Employees should have no expectation of privacy when on Employer property or while on duty, whether on or off Employer property, insofar as it involves the Employer's right to search desks, **Company** vehicles, ~~brief cases, purses,~~ computers, E-mail to investigate possible violations of Employer rules and policies. **The Employer shall have the right to search personal vehicles, brief cases, or ~~purses if the~~ Employer has a reasonable suspicion that the contents thereof involve possible violation of Employer rules and policies.** A refusal of an employee to cooperate in any such investigation shall be deemed to be insubordination and, therefore, cause for discipline and/or discharge.

(Counter Proposal #4, November 14, 2007)
(Counter Proposal #38, April 3, 2008)

Article V – Hours of Work/Overtime

Section 1. For regular full time employees, 8 hours, exclusive of a **one-hour** lunch period, will constitute a regular day's work; 40 hours shall constitute a regular week's work. The lunch period shall be unpaid. The Employer shall have the right to designate the timing of the lunch period; **however, the lunch period break must be taken no later than 4 hours and 59 minutes into the employee's work schedule.**

Regular full-time employees will have the opportunity to take two 15-minute breaks in addition to the lunch break. The first 15-minute break will be taken no later than 3 hours and 59 minutes into the employee's work shift. The second 15-minute break will be taken after the lunch period break. The two 15-minute breaks are paid time. It shall be the responsibility of the employee to manage his/her time to take advantage of these breaks.

Section 2. The Employer shall have the right to determine the weekly work schedule for all employees. As a general rule, employees will work a 5-day, 40-hour workweek; however, the Employer reserves the discretion to make other scheduling arrangements.

Section 3. An employee shall be paid overtime at the rate of time and one half the regular hourly wage rate, only for work actually performed in excess of 40 hours in a workweek.

Section 4. Overtime shall be worked when deemed necessary by the Employer, and the Employer shall have the right to select for overtime work the individuals needed.

Section 6. ~~No overtime shall be~~ worked by any employee unless it is authorized by a manager/supervisor of the News Department.

(Counter Proposal #6, November 14, 2007)
(Counter Proposal #46, October 23, 2008)

Article VI – Introductory Period

The first ninety (90) days of employment at the *News-Press* are considered an Introductory Period, and during that period the employee will not accrue benefits described in this Agreement unless specifically stated.

This Introductory Period is to evaluate the employee's suitability for employment and is the employee's chance to evaluate the suitability of the *News-Press* for his or her employment needs.

Completion of the Introductory Period does not alter the "at-will" character of employment at the *News-Press* in any respect, does not guarantee continued employment for any specified period of time, and does not require that an employee be terminated only for "cause."

A former employee who has been rehired after a separation from the *News-Press* of more than one (1) year is considered an introductory employee during the first ninety (90) days following rehire.

(Counter Proposal #7, February 12, 2008)

Article VII – Sick Leave

All regular full-time employees are eligible to receive ten (10) days of sick pay each calendar year. This will be based on a standard 5-day workweek, prorated on a monthly basis in the first calendar year of employment.

Our Sick Leave policy is designed primarily for short illness and not for prolonged disabilities. Sick days may be taken as needed when for employee's illness or for the illness of a dependent or parent. An employee must call the supervisor before the scheduled starting time to advise of the illness and time of anticipated return. Medical documentation may be requested to verify illness.

If an employee is absent for more than five consecutive workdays, he/she will be eligible for our Short-Term Disability Plan (STD).

Unused sick days may not be carried over from year to year.

(Counter Proposal #9, February 12, 2008)
(Agreed January 14, 2009)

Article VIII – Short Term Disability

As a regular full-time employee an employee is eligible for supplemental short-term disability (STD) benefits after he or she has completed one year of service.

STD benefits currently provide continuing income assistance for up to 90 days each calendar year if you become disabled because of a non-occupational-related illness or injury, including disability due to pregnancy. Short-term disability benefits will commence on the eighth consecutive calendar day of your disability with full pay for the first four weeks of a disability and half pay for the remainder of the 90 day period, if an employee remains disabled that long. These supplemental STD benefit are payable by the *News-Press*, only to the extent that State Disability Insurance (SDI) or Worker's Compensation Insurance pays less than these amounts, and then only for the difference. If an employee applies for STD benefits, he or she may use available incidental sick days and/or vacation days to cover the waiting period until STD benefits begin.

To apply for short-term disability benefits, an employee must notify their department head in writing of the need for a medical leave of absence as soon as the employee learns that they are, or will become, temporarily disabled and unable to work due to a medical condition. That notice should include a statement from the treating practitioner, (e.g., physician, dentist) which confirms your inability to work, and gives the date the leave should begin and the expected duration of the disability. The employee will be required to provide updated treating practitioner's statements from time to time. The *News-Press* reserves the right to require that an employee be examined by a physician or dentist of its choosing. Before returning to work, an employee should contact their supervisor to arrange a date for their return. If an employee is able to return to work on a part-time basis, their short-term disability pay will continue, provided it has not been exhausted.

Employees will be asked to submit a statement from their treating practitioner stating that they are able to resume the duties of their job. The *News-Press* will reinstate the employee into their former position or in a comparable one – with the same level of responsibility and salary that the employee had before leaving. Current procedures provide that if an employee suffers a relapse within the same calendar year after you return to work, or are disabled for any other reasons, any unused portion of an employees short-term disability benefits will be available to the employee for that disability. However, if the employee's period of disability absence carries over to the next calendar year, the employee will not be eligible for a renewal of STD benefits until they have returned to active employment for at least 10 consecutive work days.

(Counter Proposal #10, February 12, 2008)
(Agreed February 14, 2008)

Article IX – Long Term Disability Insurance

The *News-Press* offers full-time employees long-term disability (LTD) coverage.

The LTD plan is designed to help replace a portion of your regular income after you have been totally disabled for 90 days, and provide continuing benefits to you during your total disability until you reach retirement age.

Coverage is not optional and is fully paid by the *News-Press* on behalf of the employee only. Spouses and dependents are not covered.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Employees are provided specific details regarding the plan with the benefit plan enrollment package.

(Counter Proposal #11, February 12, 2008)
(Agreed February 14, 2008)

Article X – Equal Employment Opportunity Policy

The *News-Press* provides equal employment opportunity for all in full compliance with the law – regardless of race, color, religion, citizenship, national origin, sex, sexual orientation, age, disability, veteran or reservist status or any other category protected by federal, state or local law. The policy of equal employment opportunity affects all employment practices including employment assignments, training, compensation, advancement, transfers, terminations, layoffs, recalls, working conditions and benefits.

(Counter Proposal #12, February 12, 2008)
(Agreed February 13, 2008)

Article XI – Mileage Reimbursement

Employees who are asked to use their own car for business-related travel will be reimbursed for driving expenses at the rate of ~~$0.40~~ **$0.42** per mile.

In order to receive this reimbursement employees must complete and submit the Employer's Automobile Expense Statement weekly to their supervisor for approval.

(Counter Proposal #13, February 12, 2008)
(Counter Proposal #43, July 10, 2008)

Article XII – Holidays

All regular full-time employees are eligible for the *News-Press*'s regular paid holidays, which are:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Birthday

The *News-Press* may at its sole discretion substitute different holidays for any of the above days.

When a holiday falls on a normal day off (for many employees that will be Saturday or Sunday) an alternate day off will be given.

With the approval of the employee's direct supervisor, each employee will schedule an alternate day off within 30 days before or after the actual holiday, unless arranged otherwise by the employee or his or her department head.

When a holiday occurs on a weekend day, the *News-Press* will not close to the public on an alternate day. For example, when Independence Day falls on a Saturday, the *News-Press* will not recognize the preceding Friday as a holiday and close to the public.

Upon request, in special circumstances for valid personal reasons and with the supervisor's written permission, an employee can work on a regular paid holiday during which the newspaper is in operation at straight time pay, and receive a paid day off on another mutually agreeable date. To qualify for holiday pay, an employee must be at work on the scheduled workdays immediately before and after the holiday, except in cases of scheduled days off, vacation, illness or emergency. In case of illness, the supervisor may ask for a doctor's statement before holiday pay is approved. Employees who are on short- or long-term disability leave or on any other approved personal leaves of absence, are not eligible for holiday pay.

An employee entitled to receive overtime pay who is asked to work on a designated holiday will be paid for hours worked at one and one-half times the regular hourly rate in addition to the regular holiday pay.

For example, if the regularly scheduled workday is 8 hours and an employee works 10 hours on a designated holiday, the employee will be paid as follows:

- 10 hours at 1 ½ times the regular hourly rate
- 8 hours at the regular hourly rate – holiday pay

(Counter Proposal #14, February 12, 2008)

Article XIII – Vacation

Only regular full-time employees are eligible for paid vacation. Vacation time does not accrue during the 90-day Introductory Period. Once the Introductory Period is complete, vacation will accrue beginning with the employee's start date. ~~This policy does not apply to those employees hired in the last quarter of the year. If hired September 15th or later please contact your supervisor for the amount of vacation you are eligible to take in the current year. Vacation time accrued in the last quarter may not be carried over into the next year.~~ Part-time and temporary employees are not eligible for paid vacation.

Employees will "accrue" vacation time, as described below, monthly over the course of the year rather than receiving full vacation "entitlement" at the beginning of the year. An employee must be employed on the 15th of each month to earn the vacation for that month.

Any increased accrual rate will commence on the 15th of the month following your anniversary date.

Full-time employees are eligible to accrue vacation for each calendar month of service. The vacation accrual rate is based on your length of employment, as follows:

Length of Continuous Full-Time Service	Vacation Time Earned Per Month	Total Annual Vacation (PER YEAR)
Less than three years	.83 days	10 days
Three years or more but less than ten years	1.25 days	15 days
Ten years or more but less than twenty years	1.66 days	20 days
Twenty years or more	2.08 days	25 days

If you leave the *News-Press* for any reason during the course of the year, you will be entitled to be paid for vacation time accrued but not taken. If you have taken vacation time not yet accrued, you will be required to reimburse the *News-Press* for that time from your final paycheck.

Every effort will be made to grant an employee a vacation at the time he/she desires. However, vacations should not interfere with the operation of the department or the newspaper and therefore must be approved by the employee's manager in writing at least one (1) month in advance. Any conflicts arising in requests for vacation time shall be resolved at the discretion of the *News-Press*.

An employee may not receive advance vacation pay without written authorization from his/her manager. Such authorization is at the discretion of that manager, and must be granted in advance of the vacation.

If the employee is eligible for three, four, or five weeks of vacation, he/she may take only two (2) consecutive weeks at one time, unless the employee has received written approval from his/her manager and senior management at least six (6) weeks in advance.

~~Vacation may accrue only up to the employee's annual (yearly) vacation eligibility (e.g. 10 days for an employee with less than three years, 15 days for an employee of 3 to 10 years, etc.), after which vacation must be used before any additional vacation accrues.~~

Vacation may accrue up to a maximum of one and three-quarters (1.75) times the annual accrual rate. Once an employee accrues the maximum amount of vacation, no additional vacation will accrue until the employee's vacation accrual balance falls below the maximum.

At the Employer's discretion, new hires may be credited with years of service in the newspaper industry.

(Counter Proposal #15, February 12, 2008)
(Counter Proposal #44, September 4, 2008)
(Counter Proposal #45, October 22, 2008)

Article XIV – Jury Duty

An employee who is summoned to serve on a jury or to testify in court will be excused from work for the time necessary to serve. The *News-Press* will pay the difference between any amounts received from the court and the regular base pay, for a maximum of three weeks.

These employees should present the subpoena to his or her supervisor as soon as it is received so that arrangements can be made to cover extra workload. While on jury duty the employee must stay in touch with the supervisor daily. If the case is not heard, or if it finishes early any day, the employee should report to work.
Upon return to work the employee must give a copy of the court's compensation voucher to the *News-Press* as soon as possible so that payment for the absence can be processed.

The *News-Press* will comply with all federal, state and local laws regarding jury duty.

(Counter Proposal #16, February 12, 2008)
(Agreed May 15, 2008)

Article XV – Death in the Family

Regular full-time employees will be granted up to three days of paid absence to attend the funeral of the following family members: spouse, **domestic partner,** child, parent, parent-in-law, step-parent, grandparent, grandchild, step-child, brother, sister, daughter-in-law, or son-in-law. Such bereavement leave is in addition to other paid time off – i.e., holiday, vacation or sick leave.

Additional time off without pay may be granted, subject to the written approval of management.

(Counter Proposal #17, February 12, 2008)
(Counter Proposal #37, April 3, 2008)
(Agreed April 3, 2008)

Article XVI – 401(k) Retirement Plan

Once the employee completes the 90-day introductory period, he/she is offered the opportunity to participate in a 401(k) plan.

The 401(k) plan is designed to assist employees with long-term savings for their retirement with flexible employee contribution options.

Participation in the 401(k) plan is voluntary.

(Counter Proposal #18, February 12, 2008)

Article XVII – Full-Time Status

Full-time employees are those employees working 40 hours per week on a regularly scheduled basis. Such full-time employees are eligible for benefits (e.g. vacation, holidays, health insurance, etc.) contained in this Agreement; part-time employees are not eligible for the benefits contained in this Agreement.

(Counter Proposal #19, February 12, 2008)
(Agreed January 15, 2009)

Article XVIII – Employee Discount

Employees may place personal advertisements in the classified section of the *News-Press* at half the actual rate. Ads should be submitted to the Advertising Department. This discount is not available for any commercial advertisements including personal business advertisements, nor may the privilege be extended to friends or family. All employees authorize the *News-Press* to deduct the cost of personal advertising from their pay.

Employees may have the newspaper delivered at home at half the regular price. All employees authorize the *News-Press* to deduct the cost of home delivery from their pay.

(Counter Proposal #20, February 12, 2008)
(Agreed February 15, 2008)

Article XIX – Grievance Procedure

Section 1. A grievance is defined as a claim or dispute with the Company by an employee, ~~or~~ employees, or the Union, involving an alleged violation by the Company of the express provisions of this Agreement.

Section 2.

Step 1 – The employee aggrieved shall, individually or with a Union Steward, within **7 calendar days** of the occurrence of the events giving rise to the grievance, attempt to the settle the dispute by discussion with his or her immediate Supervisor. The Supervisor shall give the aggrieved employee a verbal answer within 3 days from the time of the discussion.

Step 2 – If the grievance is not satisfactorily settled in the manner provided for in Step 1, within **7 calendar days** from the time the discussion with the immediate Supervisor takes place, a grievance shall then be reduced to writing and signed by the grievant. In reducing grievances to writing, the following information shall be stated with reasonable clarity: the exact nature of the grievance, the act or acts complained of, by whom, when they occurred, the identity of the employee or employees who claim to be grieved, the provision of the Agreement that the employee or employees claim the Company has violated, and the remedy sought. This written grievance shall be presented to the Associate Editor within **7 calendar days** of the Supervisor action taken in Step 1, or within 8 calendar days of the time of the discussion in Step 1, whichever period is shorter. The Associate Editor shall then make a written reply to the grievance within **4 calendar days** after receipt of the written grievance.

Step 3 – If the grievance is not satisfactorily resolved in Step 2, the Union shall present the written grievance to the Director of Human Resources within **7 calendar days** of the answer provided in Step 2. The Director of Human Resources and the Associate Editor shall meet with two representatives of the Union to discuss the grievance. The Director of Human Resources shall make a written statement to the Union within **4 calendar days** after the meeting to communicate the Company's decision.

Step 4 – If the grievance is not satisfactorily resolved in Step 3, the Union, at its option, may submit a grievance to ~~Commissioner Jim Rucks of~~ the Federal Mediation and Conciliation Service within **7 calendar days** after receipt of the Company's decision in the Step 3 meeting. By mutual agreement of the Union, *Santa Barbara News-Press* and FMCS, a day will be selected to conduct a grievance mediation meeting **within a reasonable period of time after the decision of the Director of Human Resources in Step 3**. The mediation session will be held at a neutral site with the Union and *Santa Barbara News-Press* splitting the cost of the meeting room used for the mediation.

Step 5 – If the grievance is not satisfactorily resolved in Step 4 at the

mediation, the Union, at its option, may present a written appeal to the Co-Publishers, within **7 calendar days** after the conclusion of the mediation. The Co-Publishers, within **4 calendar days** after this meeting, shall provide to the Union in writing the final decision of the Company on the grievance. This is the final step in the grievance procedure.

Section 3. All time limits for the processing of any grievance will be deemed mandatory requirements. It is understood, however, that the parties may, through mutual written agreement, signed by representatives of both parties, extend or waive the time limits of the grievance procedure.

(Counter Proposal #21, February 13, 2008)
(Counter Proposal #32, April 2, 2008)
(Counter Proposal #34, April 2, 2008)

Article XX – Military Leave

The *News-Press* grants leaves of absence to employees who enter military service or training. Written details of any military commitments should be submitted at the time of hiring. To take a military leave, the employee must submit a written request to the manager accompanied by the "orders to report" immediately upon receipt of those orders.

The *News-Press* complies with applicable federal, state and local laws regarding military leaves of absence. In general, the employee will be reinstated to the same or a similar position without loss of service due to time spent in the military, provided the employee applies for reinstatement within the periods prescribed by the law unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

If an employee enters active military duty other than for temporary emergency service or reserve training, military leave may last for the periods specified by applicable laws unless otherwise extended by Presidential or Congressional action.

If military leave is the result of a temporary emergency or two weeks of annual reserve training, the employee will be paid the difference between the military pay and the regular base pay.

During periods of active military duty which are the result of temporary emergency service or reserve training, the benefits for the employee and covered dependents will be continued for up to two years, providing that the employee pays the applicable contributions. Health benefits coverage may be continued after that under COBRA for up to an additional 18 months by paying the applicable cost.

If the period of active duty is not the result of temporary emergency service or reserve training and is for 31 days or more, life insurance and health benefits coverage will be suspended since coverage will be provided by the Armed Forces. If an employee wishes to continue health benefits coverage he or she may do so for up to 18 months under COBRA by paying the applicable cost. Benefits coverage for covered dependents will be continued for up to two years if the employee continues to make the applicable contributions. Health benefits may be further extended under COBRA for dependents for up to 18 months by paying the applicable cost.

During all periods of military duty for which an employee has been granted a leave of absence, the employee will be eligible for benefits accrual for purposes of determining length of service.

(Counter Proposal #22, February 13, 2008)
(Agreed February 14, 2008)

Article XXI – Medical/Health Insurance

(Counter Proposal #23, February 14, 2008)
(Counter Proposal #47, January 15, 2009)

Subject to new proposal.

Article XXII – Bulletin Board

The Company agrees to provide a glass-enclosed bulletin board to be placed in the Newsroom at a location selected by the Company, which may be used by the Union for posting notices approved by the Company and restricted to:

(a) Notices of Union meetings.

(b) Notices of Union elections.

(c) Notices of Union appointments and the results of Union elections.

(d) Other notices concerning bona fide Union activity such as: cooperatives, credit unions, and unemployment compensation information.

Before any notice is posted, it must be presented to the Publisher. The Publisher agrees that he will not unreasonably withhold approval and will not unreasonably delay the approval process. **The Shop Steward and the Associate Editor shall have keys to the bulletin board for the purpose of posting and removing posted material.**

There shall be no other general distribution or posting by employees or the Union of any kind of literature upon Company property other than as herein provided or as permitted by law.

(Counter Proposal # 24, February 14, 2008)
(Counter Proposal #36, April 3, 2008)

Article XXIII – Wages

The Company agrees to pay not less than the following minimum wage rates:

Reporter	$18.00 per hour
Photographer	$18.00 per hour
Copy Editor	$18.00 per hour
Graphic Artist	$18.00 per hour
Clerk	$14.00 per hour

This Agreement is a first-time Collective Bargaining Agreement between the Company and the Union. **Therefore, there are many unit employees whose hourly rate of pay is already in excess of the above stated rates. This article, upon signing the new Agreement, will not cause those employees' rates of pay to be reduced to the above minimums.**

The Company shall have the right to pay above the minimum rates established above, based upon qualifications, experience, and ability.

Performance review meetings are usually conducted once a year. The first review will usually take place approximately three months after the employee begins work.

Performance reviews are only one of a number of factors that are considered in determining compensation. Other factors may include but are not limited to merit, position, and general business and economic conditions. Any and all compensation increases are at the sole discretion of the *News-Press*.

(Counter Proposal #25, February 15, 2008)
(Counter Proposal #41, June 4, 2008)
(Response to Union Wage Proposal, January 15, 2009)

Article XXIV – Life and Accidental Death and Dismemberment Insurance

The *News-Press* offers full-time employees Life and Accidental Death and Dismemberment Insurance.

This insurance is designed to protect the family in case of death during your employment. The insurance also provides additional protection for the family in case of accidental death or dismemberment.

Coverage is not optional and is fully paid by the *News-Press* on behalf of the employee only. The amount of coverage is one times the employee's annual straight time compensation. Voluntary Life Insurance coverage for spouse and dependent(s) is provided at additional cost to the employee.

Coverage will begin on the first day of the calendar month following the employee's date of hire. Specific detail regarding the coverage will be included with the benefit plan enrollment package.

(Counter Proposal #26, February 14, 2008)
(Agreed February 15, 2008)

Article XXV – Separability and Savings Provision

To the best knowledge and belief of the parties, this Agreement contains no term which is in conflict with federal or state law. Should, however, any term or provision of this agreement, at any time during its duration, be held by a court of competent jurisdiction to be in conflict with federal or state law, then such term or provision shall continue in effect only to the extent lawfully permitted. The remaining provisions of this Agreement shall remain in full force and effect.

(Counter Proposal #27, February 15, 2008)
(Agreed February 26, 2008)

Article XXVI – Contract Integrity

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements, verbal understandings, and/or past practices that may have been applicable to unit employees.

(Counter Proposal #28, February 15, 2008)
(Agreed January 14, 2009)

Article XXVII – Reduction in Force

Section 1. Seniority is defined as an employee's total length of continuous employment with the Company, beginning with the date on which the employee began work for the Company after last being hired.

Section 2. Before instituting a layoff as provided in this article, *Santa Barbara News-Press*, at its option, may offer voluntary separation packages to employees in the classification and/or newspaper section affected. If more employees than are needed volunteer for the separation package, *Santa Barbara News-Press* will give the packages to those employees that it would have selected for layoff pursuant to Section 3 below.

Section 3. In all cases of selection of employees for layoffs or reductions in force, the Company shall give due consideration to seniority, the section of the newspaper impacted, individual comparative productivity, and performance excellence.

Section 4. Each laid off employee will be placed on a recall list for a period of 6 months from the date of layoff. In the event there is an opening in the job classification from which the employee was laid off, laid off employees will be recalled for such positions; factors considered in determining which employees shall be recalled will be the same factors utilized in Section 2 above in making the decision for layoffs. Upon notification from the *News-Press* that he/she is being recalled, the recalled employee must respond to the Employer within 48 hours **of actual notification** to ~~notify~~ **advise** the Employer of his/her intent to return to the *News-Press*. A laid off employee who is recalled and fails to return to work within two weeks of the notification of the recall will relinquish all recall rights, unless he/she is prevented from returning to work due to sickness or temporary disability.

(Counter Proposal #29, February 15, 2008)
(Counter Proposal ~~#35, April~~ 3, 2008)

Article XXVIII– Domestic Partnership

In order for a domestic partner to be eligible for any benefit provided in this Agreement, or for an employee to take advantage of any benefit at any time for domestic partners under this Agreement, the employee is responsible to ensure that a Declaration of Domestic Partnership has been registered with the state of California, pursuant to Family Code Section 298. The employee shall promptly file a copy of said Declaration of Domestic Partnership with the Director of Human Resources.

In the event of the termination of the domestic partnership, the employee shall be responsible to promptly complete an Affidavit of Termination of Domestic Partnership and to file said affidavit with the Director of Human Resources.

(Counter Proposal #30, February 15, 2008)
(Agreed May 14, 2008)

Article XXIX – Employee Handbook

The policies of the *Santa Barbara News-Press* Employee Handbook shall apply to the employees covered by this Agreement, unless this Agreement contains a provision that addresses the particular subject matter. On those subject matters on which the parties have negotiated a provision in this Agreement, the Collective Bargaining Agreement prevails over the Employee Handbook.

(Counter Proposal #31, February 15, 2008)

Article XXX – Temporary Employees

Santa Barbara News-Press shall have the right to contract with temporary employment companies/agencies to provide individuals to perform services in the News Department of *Santa Barbara News-Press*. The use of such provided employees of third party companies/agencies will not result in the layoff of a bargaining unit employee.

(Counter Proposal #39, May 14, 2008)

Article XXXI – Non-Harassment

The *News-Press* is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the *News-Press* strictly prohibits harassment of any type against an individual because of that individual's sex, age, marital status, sexual orientation, gender identity, race, color, ancestry, physical or mental disability, religion, national origin, membership or non-membership in a union, or other statutorily protected characteristic. The *News-Press* disapproves of and will not tolerate any unlawful harassment of employees by supervisors or co-workers. It similarly will not tolerate unlawful harassment of its employees by non-employees with whom the *News-Press* has a business relationship (such as vendors or customers). The *News-Press* also will not tolerate unlawful harassment of outside independent contractors by our staff. The harassment precluded by this policy includes any harassment ~~against an individual~~ because that individual is perceived to have any of the characteristics mentioned above or is associated with a person who has or is perceived to have any such characteristic. The *News-Press* also strictly prohibits retaliating against any employee who has complained of illegal harassment or supported such a complaint.

Harassment includes verbal, visual or physical conduct related to a protected characteristic that creates an intimidating, offensive or hostile work environment that interferes with work performance. Such conduct constitutes harassment when submission to the conduct (a) is made either explicitly or implicitly a term or condition of employment, (b) becomes a basis for a decision concerning an individual's employment, or (c) unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

b. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;

d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; or

e. Retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other *News-Press* supervisor, the Human Resources Director, the Publisher, or the Chief Executive Officer as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Publisher or to officers of Ampersand Publishing, LLC, which is the owner of the *News-Press*. The *News-Press* will immediately undertake a thorough and objective investigation of the harassment allegations.

Please understand that the *News-Press* has a legal obligation to investigate all claims of unlawful harassment. However, the *News-Press* will consider your concerns to be highly confidential, and in the course of conducting its review will discuss your concerns only with those whom the *News-Press* determines necessary in order to conduct a proper ~~investigation and achieve~~ an effective resolution. Further, as mentioned above, the *News-Press* will not tolerate any retaliation against you or any person who registers a complaint of illegal harassment or supports a co-worker's complaint. If a complaint is found to have merit, the *News-Press* will take corrective action it determines appropriate to ensure that the harassing conduct ceases, including disciplining or discharging any individual who is believed to have violated this prohibition against harassment.

The *News-Press* requires that all employees report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

(Counter Proposal #40, May 15, 2008)
(Agreed May 15, 2008)

Article XXXII – Access to Premises

GCC/IBT acknowledges that the premises of *Santa Barbara News-Press* are private property. For that reason, the right of access to these premises shall be governed by this section.

Non-employee representatives of the Union may visit the premises for the purpose of investigating pending grievances (provided that such grievances are of a nature that investigation and observation will assist in their determination) and for the purpose of discussing them with Management, as provided in Article XII of the Grievance Procedure hereof. The representative shall not interfere in any way with the progress of work upon such visits. If the non-employee representative desires to avail himself of this privilege, he must first contact the Associate Editor, or the Director of Human Resources in the absence of the Associate Editor, to obtain permission. With respect to each visit for which permission has been granted, the Associate Editor and/or Director of Human Resources shall have the right to make reasonable regulations concerning the time of such visits and the areas of the premises in which the non-employee representative may go.

(Counter Proposal #42, June 4, 2008)

Article ____ – Execution

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

Santa Barbara News-Press	**Graphic Communications Conference/International Brotherhood of Teamsters.**
_____	_____
Wendy McCaw, Co-Publisher	
_____	_____
Arthur von Wiesenberger, Co-Publisher	
_____	_____
Scott Steepleton, Associate Editor	

(Counter Proposal #8, February 12, 2008)

3:40 p.m.

Santa Barbara News-Press
Request for Withdrawal
September 4, 2008

On July 10, 2008, the Union made a proposal concerning Employee Integrity. *Santa Barbara News-Press* believes that the Union's proposal on Employee Integrity is a permissive, non-mandatory subject of bargaining.

Santa Barbara News-Press requests that the Union withdraw this proposal.

Given hand carried
to Union 3:40 pm

FILED
CLERK U.S. DISTRICT COURT
MAY 22 2008
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JAMES J. McDERMOTT, Regional Director, Region 31 of the National Labor Relations Board, for and on behalf of the NATIONAL LABOR RELATIONS BOARD, Petitioner, v. AMPERSAND PUBLISHING L.L.C. d/b/a THE SANTA BARBARA NEWS-PRESS, Respondent.	CV 08-1551 (SVW) (MANx) ORDER DENYING PETITION FOR TEMPORARY INJUNCTION UNDER SECTION 10(J) OF THE NATIONAL LABOR RELATIONS ACT [1]

I. Introduction

Petitioner James J. McDermott, Regional Director of the 31st Region of the National Labor Relations Board ("the Board"), seeks a temporary injunction on behalf of the Board pursuant to Section 10(j) of the National Labor Relations Act ("NLRA") against Respondent Ampersand Publishing, L.L.C. d/b/a The Santa Barbara News-Press ("News-Press"). (Pet., at 1.) The injunction is sought pending final disposition before the Board of a complaint ("the Complaint") based

Case No. 31CA 28589

Official Exhibit No. R162

Disposition: Identified ✓

Rejected Received ✓

IN THE MATTER OF: AMPERSAND

Date: 5-27-09

Witness:

Reporter: JJS

No. Pages: 33

on unfair labor practice charges filed by Graphic Communications Conference, International Brotherhood of Teamsters ("the Union"). Petitioner issued the filings constituting the Complaint on May 31, 2007. (Pet. Mem., at 1.) A hearing on the Complaint was held before Administrative Law Judge William G. Kocol ("the ALJ"), which commenced on August 14, 2007 and ended on September 26, 2007. (Id.) The ALJ issued a final recommendation finding Respondent committed numerous unfair labor practices under Section 8 of the NLRA on December 26, 2007 and ordering appropriate equitable relief. (Id.; Pet. Ex. 2, at 57-106.) Petitioner seeks an injunction requiring Respondent to rescind its prior alleged unfair labor practices by reinstating eight discharged employees and removing all references to prior disciplinary actions arising from union activity in their personnel files. The proposed injunction also requires Respondent to refrain in the future from committing a variety of specific unfair labor practices. (Pet., at 11-13.)

II. Factual Background

Respondent owns and operates the News-Press, a daily Santa Barbara newspaper. (Pet. Mem., at 5.) In April 2006, Wendy McCaw, owner and chief executive officer of Respondent, appointed herself and Arthur von Wiesenberger as co-publishers of the News-Press. (Id.) Subsequently, clashes erupted between publishers and reporters of the News-Press over issues of content, resulting in the resignation of seven newspaper employees. (Id., at 5-6.) Beginning in July 2006 a group of News-Press reporters began meeting with the Union and

organizing for union representation. (Pet. Mem., at 6; Pet. Ex. 2, at 40.) On August 10, 2006, the Union filed a petition with the Board to hold a union election for a unit of Respondent's news department employees. (Pet. Mem., at 8.) On September 27, 2006, news department employees voted 33 to 6 to in favor of Union representation in a Board conducted election. (Id.) On August 16th, 2007, the Board certified the Union as the exclusive bargaining representative of a unit of news department employees. (Id.) Respondent was found by the ALJ to have engaged from August 17, 2006 to February 21, 2007 in a number of unfair labor practices in violation of Section 8(a)(1) of the NLRA. (Pet. Ex. 2, at 54-100.) Respondent and the Union began negotiations still ongoing for a collective-bargaining agreement on November 13th, 2007. (Id.)

III. Analysis

A. Nature of the Alleged Unfair Labor Practices

Before analyzing the appropriateness of equitable relief, the nature of Respondent's underlying alleged unfair labor practices must be discussed. The demands of Petitioner's requested injunction are predicated entirely on violations of Section 8(a)(1) and Section 8(a)(3) of the NLRA found by the ALJ to have been committed by Respondent. Section 8(a)(1) of the NLRA makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights" to "form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities

for the purpose of collective bargaining or other mutual aid or protection." 29 U.S.C. § 158(a)(1); 29 U.S.C. § 157; see, e.g., California Acrylic Industries, Inc. v. N.L.R.B., 150 F.3d 1095, 1099 (9th Cir. 1998); N.L.R.B. v. Mike Yurosek & Son, Inc., 53 F.3d 261, 264 (9th Cir. 1995). "Concerted employee activities are protected when 'the activities can reasonably be seen as affecting the terms or conditions of employment.'" Yurosek, 53 F.3d at 266 (quoting Gatliff Coal Co. v. NLRB, 953 F.2d 247, 251 (6th Cir. 1992). An employer hence violates Section 8(a)(1) "by engaging in activity that tends to chill an employee's freedom to exercise" rights protected by the NLRA. California Acrylic Industries, 150 F.3d at 1099.

Section 8(a)(3) of the NLRA makes it an unfair labor practice, "by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization." 29 U.S.C. § 158(a)(3). An employer therefore violates Section 8(a)(3) by disciplining or discharging an employee for engaging in union-related activity. See NLRB v. Transportation Management Corp., 462 U.S. 393, 395 (1983), abrogated on unrelated point, Director, Office of Workers' Compensation Programs, Dep't of Labor v. Greenwich Collieries, 512 U.S. 267, 268 (1994). A violation of Section 8(a)(3) as a general matter also amounts to a violation of Section 8(a)(1). See Id.

In analyzing whether violations of Section 8 (a)(3) and violations of Section 8(a)(1) derivative of Section 8(a)(3) violations occurred, the ALJ properly applied the shifting burden analysis laid down by the Board in Wright Line, 251 NLRB 1083 (1980) and approved by the Supreme Court in Transportation Management Corp., 462 U.S. at 404. (Pet. Ex. 2, at 50.) Under the analysis outlined in

Wright Line, the petitioner "must prove by a preponderance of the evidence that union animus was a substantial or motivating factor in the adverse employment action. The elements commonly required to support such a showing are union or protected concerted activity by the employee, employer knowledge of that activity, and union animus on the part of the employer." Consolidated Bus Transit, 350 NLRB No. 82, slip op. at 2 (Aug. 31, 2007). If petitioner makes this showing "the burden then shifts to the employer to prove, as an affirmative defense, that it would have taken the same action even in the absence of the employee's union activity." Id. at 3.

Applying this analysis, the ALJ found relevant to the Petition that Respondent violated Section 8(a)(1) and 8(a)(3) of the NLRA between August 31, 2006 and February 6, 2007 by instructing employees to remove buttons and signs supportive of the Union from their persons and vehicles, coercively interrogating employees with regard to their Union-related activity, issuing letters of suspension to employees because of their Union-related activity, giving lower evaluations to employees because of their Union-related activity, and discharging eight reporters employed by the News-Press for Union-related activity. (Pet. Ex. 2, at 99; Pet. Mem., 10-18.)

B. Standard for Equitable Relief

Under most circumstances, a federal district court does not have jurisdiction over fair labor standards disputes. The Board adjudicates these disputes at the "trial" level and the Court of Appeals reviews the Board's decisions. Miller ex rel. NLRB v. Cal. Pac. Med. Ctr., 19 F.3d 449, 458 (9th Cir. 1994)(en banc). The Court

of Appeals' review of a Board decision is deferential: "The Board's [remedial] order will not be disturbed unless it can be shown that the order is a patent attempt to achieve ends other than those which can fairly be said to effectuate the policies of the [National Labor Relations Act]." Fibreboard Paper Prods. Corp. v. NLRB, 379 U.S. 203, 216 (1964).

Section 10(j) of the NLRA, 29 U.S.C. § 160(j), creates an exception to the district court's lack of jurisdiction over fair labor practices:

> The Board shall have power, upon issuance of a complaint as provided in subsection (b) of this section charging that any person has engaged in or is engaging in an unfair labor practice, to petition any United States district court, within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

29 U.S.C. § 160(j). "[I]n determining whether interim relief under 10(j) is 'just and proper,' district courts should consider traditional equitable criteria." Miller, 19 F.3d at 459. Hence, "[t]o secure relief under section 10(j), the Regional Director [of the Board] must show 'either (1) a combination of probable success on the merits and the possibility of irreparable harm or (2) the existence of serious questions going to the merits, the balance of hardships

tipping sharply in its favor, and at least a fair chance of success on the merits.'" Scott ex rel. N.L.R.B. v. Stephen Dunn & Associates, 241 F.3d 652 (9th Cir. 2001)(quoting Miller, 19 F.3d at 456). "If the respondent concedes the substance of the unfair labor practice charge, or if the Board demonstrates that it is likely to prevail on the merits, we presume irreparable injury" and no further inquiry is necessary. Miller, 19 F.3d at 459-460. However, if the Board can make only a "colorable evidentiary showing" then the Court must engage in an irreparable injury analysis and balancing of the hardships. Id. at 459. "This is in keeping with our normal sliding scale standard of injunctive relief." Id. The burden for a showing of likelihood of success in the 10(j) context is low in light of "the district court's lack of jurisdiction over unfair labor practices, and the deference accorded to NLRB determinations by the courts of appeals." Id. at 460. "[T]he Board can make a threshold showing of likelihood of success by producing some evidence to support the unfair labor practice charge, together with an arguable legal theory." Id. "Essentially, the Regional Director [of the Board] must demonstrate 'a better than negligible chance of success' to get into the injunction game." Aguayo v. S&F Market Street Healthcare, LLC, 2006 WL 941183, at *2395 (C.D. Cal. Mar. 22, 2006)(quoting Scott, 241 F.3d at 662). But see infra, at 27-28 (determining that, due to the First Amendment issues present in this case, a higher bar must be applied to the Petition).

In applying these criteria, the Court must operate "through the prism of the underlying purpose of § 10(j), which is to protect the integrity of the collective bargaining process and to preserve the Board's remedial power while it processes the charge." Miller, 19

F.3d 459-60. The Court should always be cognizant that "[t]he public interest is an important factor in the exercise of equitable discretion." The public interest at issue in 10(j) cases of course "is to ensure that an unfair labor practice will not succeed because the Board takes too long to investigate and adjudicate the charge." Id. at 460.

C. Impact of Presence of First Amendment Issues

Respondent urges the Court in this case to both dispense with the usual deference accorded to the Board's interpretation of the NLRA and apply a higher bar for granting equitable relief because the injunction sought by Petitioner potentially infringes Respondent's First Amendment rights as an owner and publisher of a newspaper.[1] (Supp. Opp., at 3.) In Overstreet v. United Broth. of Carpenters and Joiners of America, the Ninth Circuit held that "the position of the NLRB is not entitled to special consideration" where there is a "significant risk" that granting the injunction sought will "sanction[] a violation of the First Amendment." 409 F.3d 1199, 1210 (9th Cir. 2005). "[B]ecause constitutional decisions are not the province of the NLRB (or the NLRB's Regional Director or General

[1] Respondent also urges the Court to dispense with the usual deference owed the Board because the bringing of the Petition is unauthorized under Section 10(j). Respondent argues that the bringing of the Petition was not expressly consented to by the Board as is required under the NLRA for Section 10(j) petitions. (Supp. Opp., at 9.) As the Court finds the presence of First Amendment issues in this case requires the Court to dispense with the usual deference owed the Board, the Court chooses not to reach this separate statutory argument seeking the same result.

Counsel), the tasks of evaluating the constitutional pitfalls of potential interpretations of the [NLRA] and of interpreting the [NLRA] to avoid those dangers are committed *de novo* to the courts." Overstreet, 409 F.3d at 1209.[2] This rule operates as a corollary to the traditional constitutional avoidance doctrine requiring courts to construe federal statutes so as to avoid raising "serious constitutional problems . . . unless such construction is plainly contrary to the intent of Congress.'" Id. at 1209 (quoting Edward J. DeBartolo Corp. v. Fla. Gulf Coast Bldg. & Constr. Trades Council, 485 U.S. 568, 575 (1988)). The standard for finding a "significant risk" of a First Amendment violation under Overstreet is low. In order to determine whether there is a significant risk of a First Amendment violation a court "need not decide whether the First Amendment *does* protect the [enjoined actions], or even whether it probably does." Overstreet, 409 F.3d at 1209 (emphasis in original). In Overstreet, the Ninth Circuit found that the Board's requested injunction of union members' display of banners and distribution of handbills on public property posed a significant risk of infringing the union members' First Amendment rights. Id. at 1212. Though there was no controlling authority that definitively established that the injunction infringed the union members' First Amendment rights, the

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[2] Though Overstreet involved an injunction requested under Section 10(l) of the NLRA as opposed to Section 10(j), the panel in Overstreet noted that there was no reason the statutory differences between the two types of injunctions "should affect the courts' standard for determining whether to grant an injunction applied for." 409 F.3d at 1205. Therefore, the Court sees no reason why the holding of Overstreet as to the impact of the First Amendment on the appropriate standard of review is not applicable to the instant Petition. Petitioner has not attempted to make any argument to the contrary.

panel found sufficient supportive authority with analogous facts "to recognize that the [union members'] argument is a plausible, and quite possibly meritorious, one." Id. at 1211. Hence, in order to demonstrate that the injunction significantly risks infringing Respondent's First Amendment rights, Respondent need only raise a plausible First Amendment argument not necessarily clearly established by existing authority. See also N.L.R.B. v. Catholic Bishop of Chicago, 440 U.S. 490, 502 (1979) (indicating that the Court could find that application of the NLRA to church-operated schools posed "significant risk" of violating First Amendment guarantees without resolving Board's counter-argument).

The Ninth Circuit in Overstreet also separately noted that, "where . . . there is at least some risk that constitutionally protected speech will be enjoined, only a particularly strong showing of likely success, and of harm . . . could suffice." Id. at 1208 n.13. The meaning of this statement in the context of the Overstreet decision is somewhat enigmatic. It appears to hold that, even if a court does not find that a proposed injunction significantly risks violating the guarantees of the First Amendment, if it finds that the proposed injunction is in "some risk" of doing so, the court should require a particularly strong showing with regard to all the equitable factors, while still providing ordinary deference to the position of the Board with regard to its interpretation of the NLRA. Presumably, the type of risk that would qualify as "some risk" is less than a "significant risk." However, as the Court finds the injunction significantly risks infringing Respondent's First

Amendment rights, the Court need not delve in to the issue of what minimal level of risk would qualify as "some risk" under Overstreet.

The Court's view is that Respondent is correct in its assertion that issuing Petitioner's requested injunction significantly risks infringing the First Amendment rights of Respondent. The Supreme Court long ago determined that as a general matter an agency of the press has no "special immunity" from application of the NLRA or any general law. Associated Press v. National Labor Relations Board, 301 U.S. 103, 132-33 (1937). Since this decision, the Supreme Court has clarified that there are certain decisions of agencies of the press that can in fact be excepted from general regulations. Specifically, in holding unconstitutional a statute requiring newspapers to afford equal space to political candidates to answer criticisms by a newspaper, the Supreme Court has declared:

> The choice of material to go into a newspaper, and the decisions made as to limitations on the size and content of the paper, and treatment of public issues and public officials-whether fair or unfair-constitute the exercise of editorial control and judgment. It has yet to be demonstrated how governmental regulation of this crucial process can be exercised consistent with First Amendment guarantees of a free press as they have evolved to this time.

Miami Herald Publishing Co. v. Tornillo, 418 U.S. 241, 258 (1971). In line with this ruling, the D.C. Circuit subsequently refused to uphold an order issued by the Board against a newspaper requiring it to reinstate a discharged columnist and resume publication of his weekly column on the grounds that it interfered with the newspaper's

First Amendment-protected editorial discretion. Passaic Daily News v. N.L.R.B., 736 F.2d 1543, 1558-59 (D.C. Cir. 1984). Respondent asserts that these rulings indicate that the injunction sought by Petitioner significantly risks violating Respondent's constitutionally protected editorial discretion in a number of ways. Though the Court is not entirely persuaded by all of Respondent's arguments in this vein, the Court does find that in at least one manner Petitioner's requested injunction in its entirety does pose a significant risk of violating Respondent's First Amendment rights.

Respondent asserts that its First Amendment rights are violated by the sought after injunction in essentially three analytically distinct ways, of which the Court finds two to be of definite concern. First, Respondent argues that the aspects of the requested injunction requiring it to reinstate certain discharged reporters and not discharge its current reporters for union activity would inherently infringe its First Amendment rights by forcing it to publish reporters' articles against its will. (Supp. Opp., at 7-8.) Hence, Respondent argues, even if the injunction were otherwise warranted, the Court cannot force Respondent to reinstate the discharged reporters or retain its current reporters without violating Respondent's First Amendment rights. Respondent points most relevantly to Passaic, where the D.C. Circuit refused to affirm a Board injunction reinstating a newspaper's weekly columnist and ordering resumption of his column.[3] The Court regarded such an

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[3] Respondent also relies on Collard v. Smith Newspapers, but the holding in that case found only that the First Amendment provided the defendant newspaper a "legitimate reason" to discharge a reporter such that it could not be found liable for wrongful discharge in contravention of public policy under West Virginia law. 915 F. Supp.

injunction as a clear infringement of the newspaper's First Amendment-protected editorial discretion. However, the court made clear it was specifically troubled by the mandate of publication contained within the order issued by the Board, qualified only by vague language in the order stating the publication would be "subject to the same lawful standards and requirements that Respondent, as an employer, imposes or may impose on its employees." 736 F.2d at 1559. The court noted that "an order that merely directed the [publisher] to not discriminate against [the columnist] on the basis of his union activity would present a much closer case." Id. On remand, the Board formulated a new, more specific order that went unchallenged requiring the newspaper to restore the columnist to his position and "decide whether to publish his submissions based upon any factors other than his union or protected activity; provided that nothing in this Order shall be interpreted as a requirement that the Respondent publish any of the columns submitted by [the columnist]." Herald News, 276 NLRB 605, 606 (1985). The Court believes it would be possible to issue a similarly crafted injunction in this case. However, the D.C. Circuit regarded even such an injunction as presenting a close case. Therefore, the Court cannot say that the limited aspects of the requested equitable relief ordering reinstatement of the discharged reporters and circumscribing the acceptable reasons for discharge of current reporters pose no significant risk of a First Amendment violation. It should be noted this finding is not applicable to the various aspects of the proposed injunction not related to the reinstatement of former News-Press

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805, 812 (S.D.W. Va. 1996).

reporters and potential discharge of current News-Press reporters. Furthermore, this finding is ultimately subsumed by the Court's finding that the entire requested injunction significantly risks infringing Respondent's First Amendment rights on the final basis discussed below. See infra, at 15-28.

Second, Respondent asserts that though the ALJ found union animus to be the motivation behind all of Respondent's alleged unfair labor practices where such motivation was a necessary part of the violation, Respondent claimed and continues to claim that its true motive for a number of these actions was the disciplining of reporters for previously engaging in biased reporting in contravention of News-Press policy. Respondent argues that because these assertions relating to its motives create a factual dispute as to whether many of its actions against its employees related to the exercise of its editorial discretion, the issuing of various aspects of the requested injunction would risk violating its First Amendment rights. (Supp. Opp., at 8.) It is clearly established that the Board may inquire into the motives of a newspaper publisher for purposes of finding a violation of the NLRA and need not defer to the publisher's claims that its actions were motivated by reasons related to editorial control. The Supreme Court explicitly rejected any view to the contrary in Associated Press, stating that "[c]ourts deal with cases upon the basis of the facts disclosed, never with nonexistent and assumed circumstances." 301 U.S. at 132. The D.C. Circuit subsequently reiterated this view in Passaic and affirmed the Board's inquiry into, and ultimate rejection of, a newspaper's claimed anti-bias motives for its retaliatory actions against employees. 736 F.2d

at 1556. In the instant action, the ALJ found where necessary that, despite Respondent's claims to the contrary, Respondent's actions against employees were retaliation for union activity or support and not motivated by concerns about biased reporting. (Pet. Mem. Ex. 2, at 29-106.) These fact-intensive determinations are generally entitled to deference. See, e.g., Silverman v. J.R.L. Food Corp., 196 F.3d 334, 337-38 (2d Cir. 1999). Were the Court to find it highly unlikely that these findings would be overturned by the Board, it could conclude that a grant of equitable relief did not significantly risk an infringement of Respondent's First Amendment rights in this respect. However, as the Court finds the entire requested injunction significantly risks infringing Respondent's First Amendment rights on the separate basis discussed immediately below, the Court will not explore this argument further.

Finally and most centrally, Respondent asserts that the union activity committed by the employees in this case was in large part directed at limiting Respondents' exercise of its editorial discretion. As such, Respondent argues that by preventing Respondent from disciplining employees engaged in such activity, the proposed injunction in its entirety infringes on Respondent's First Amendment right to maintain its editorial discretion. (Supp. Opp., 3-5.) In so arguing, Respondent takes the view that a newspaper has a First Amendment right to retaliate through discharges and other standard disciplinary tools against concerted or union activity demanding, in part, the ceding of that newspaper's First Amendment-protected editorial discretion. In Respondent's view, any such activity is rendered effectively unprotected by the First Amendment and so cannot form the basis for a Section 8(a)(1) or (a)(3) violation.

Before analyzing whether this argument is plausible, it is necessary to determine whether it has a proper factual basis. The Court finds that Respondent is correct in asserting that employees' Union-related activity had as a central demand the ceding of an aspect of Respondent's editorial discretion. The ALJ opinion made note of the fact that, at a July 13th Union meeting, employees drafted a letter delivered to Travis Armstrong, the editorial editor of the News-Press, which had four demands. The very first demand was:

> Restore journalism ethics to the Santa Barbara News-Press: implement and maintain a clear separation between the opinion/business side of the paper and the newsgathering side.

(Pet. Ex. 2, at 41.) The employees requested a response within 72 hours to the demands in the letter. (Id.) These demands were repeated or displayed at Union-led demonstrations on five separate dates prior to the Union election. (Id., at 41-43.) Specifically, on July 20th, Marty Keegan, identified as the Union's lead organizer, read the demands at a Union demonstration and stated that the organizing employees would call for a customer boycott if these demands were not met. The organizing employees ultimately did call for such a customer boycott and intermittently engaged in subsequent public organized activity in support of the Union throughout the period the alleged unfair labor practices occurred. (Id., at 15, 26-106.) The ALJ did not make any finding that the first demand relating to journalism ethics was ever retracted, as the ALJ did for the third of the original demands insisting that the News-Press invite back the newspaper employees who previously resigned. (Id.) As such, the Court must conclude this was a demand of the Union campaign backed by public organized activity putting economic pressure on Respondent

before and at the time the alleged unfair labor practices occurred. Furthermore, in light of the fact that this was a central and oft-repeated demand of the Union campaign, the Court must assume, having not been presented any evidence to the contrary, that this continues to be a demand of the Union.

It is the Court's view that the above mentioned demand goes to the heart of Respondent's editorial discretion. In discussing this demand, the ALJ quoted the testimony of Melinda Burns, one of the discharged employees, who stated:

> To keep its credibility, a newsroom has to have independence from the editorial side of the paper . . . . The editorial side is the opinion side. The publisher's opinion is in the editorials. The news side has to have the independence and freedom to report the news, gather the news . . . and not to be pressured by the publisher to report it or gather it in a certain way.

(Pet. Ex. 2, at 51.) This quote makes clear what independently is fairly obvious to the Court: the separation of the opinion/business side of the paper and the newsgathering side is a demand related to content control falling within the publisher's editorial discretion. Therefore, it is the Court's view that Respondent's final First Amendment argument must be dealt with.

The ALJ reached a different and, in the Court's consideration, erroneous view of this demand. The ALJ, on the basis of the testimony presented, determined as a general matter "that the union campaign was not part of an effort to let the reporters rather management [sic] control the content of the newspaper." (Pet. Ex. 2, at 25.) The ALJ took the view that the Union campaign was only generally asking

Respondent to "restore journalistic integrity" to the News-Press. (Id., at 23.) The ALJ could envision demands discussed by the employees that the Union could make, such as by-line protection, that would restore journalistic integrity in the employees' view without interfering with Respondent's editorial discretion.[4] As such, the ALJ concluded that the Union campaign demands to restore journalistic integrity related to legitimate terms and conditions of employment of its reporters and did not pose a threat to Respondent's First Amendment rights, relying on The Capital Times Co., 223 NLRB 651, 653 (1976), overruled on other grounds, Peerless Publications, Inc., 283 NLRB 334 (1987). (Pet. Ex. 2, at 51.) Therefore, the ALJ determined that the employees' Union activities were not rendered unprotected by any of the Union demands. (Id.) In making this determination, the ALJ did not acknowledge that the Union campaign was not simply making general demands to restore journalistic integrity, but making a specific demand related to the content of the News-Press. Furthermore, this demand was not a general exhortation to Respondent to act or a communication made by some of the organizing employees but in fact a central demand of the Union campaign continually backed from early on in its history by public demonstrations and a Union-organized customer boycott putting economic pressure on Respondent.[5]

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[4] It should be noted the ALJ found the employees discussed seeking other measures, in particular a pledge from the publisher to not interfere with newsgathering and reporting. (Pet. Ex. 2, at 40-41.)

[5] Petitioner's citation to cases indicating that as a general matter communications made by employees during the course of otherwise protected activity are themselves protected and cannot render the concerted activity during which they occur unprotected are therefore inapposite. See, e.g., Dries & Kump Mfg. Co. V. NLRB, 544 F.2d 320, 329 (7th Cir. 1976). (Pet. Supp. Resp., at 2-3.) These cases provide

As noted above, the factual determinations of an administrative law judge are entitled to deference. See supra, at 15. The Court is therefore loath to question any of the ALJ's factual determinations. Nonetheless, the Court must reject as clearly erroneous the ALJ's view that the Union campaign was not, at least in part, aimed at forcing concessions from Respondent directly related to its exercise of editorial discretion. The ALJ's view on this point is contradicted by the ALJ's own specific findings with regard to the history of Union-related activities at the News-Press.

With regard to the persuasiveness of Respondent's argument arising from the Union campaign's demand relating to Respondent's editorial discretion, the Court, even following supplemental briefing, has not been offered any clear legal guidance by either party. Tornillo and Passaic do establish the general proposition that the NLRA may not circumscribe a newspaper's editorial discretion. However, the alleged First Amendment violation in the instant case is far different than those at issue in those cases. In both Tornillo and Passaic, the injunction at issue sought in some fashion to force publication of specific content by the newspapers at issue, thus actually directing the publishers' exercise of their editorial discretion. In this case, the injunction seeks to prevent Respondent only from disciplining its employees who engaged in activities aimed to pressure it into limiting its exercise of its editorial discretion. As such, the alleged infringement of Respondent's First Amendment rights is more indirect, and thus Respondent's claim of

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no guidance in the present case for the additional reason that none involved communications even potentially touching on an employer's First Amendment rights.

First Amendment protection is broader, in this case than in prior cases. Yet it is clear that the requested injunction does burden Respondent's exercise of its editorial discretion. Petitioner argues that the injunction does not pose a burden because Respondent is free not to bargain with employees on their stated demands. (Pet. Supp. Resp., at 5-6.) However, as already noted, these demands were not mere requests but were instead backed by public concerted activity placing economic pressure on Respondent to acquiesce. Respondent, were there no NLRA regime, would be able to retaliate for these actions through typical disciplinary means. By preventing Respondent from doing so, the sought after injunction amounts to state action limiting Respondent's ability to combat pressure placed on it to limit its exercise of editorial discretion. Again, this burden is indirect, but it is undeniably real.

Though the Court finds the burden placed on Respondent's editorial discretion to be cognizable, it remains to be determined whether that burden potentially rises to the level of a First Amendment violation. Petitioner argues it does not. Petitioner first urges the Court to heed the opinion of the ALJ, who found no potential First Amendment violation in Petitioner's application of the NLRA to Respondent. (Supp. Rep., at 2-4.) However, the Court does not find the ALJ's dismissal of Respondent's concerns well-founded. The ALJ held that even if the employees' concerted activity seeking to restore journalistic integrity could be viewed as somewhat infringing on Respondent's First Amendment rights, it was nonetheless protected under the reasoning of Peerless Publications, 231 NLRB 244 (1997), addressing a remand from the D.C. Circuit in Newspaper Guild Local 10, v. NLRB, 636 F.2d 550 (D.C. Cir. 1980). (Pet. Ex. 2, at

52.) The decision in Peerless dealt with a situation in which employees sought to collectively bargain with a newspaper publisher with regard to the publisher's promulgation of a code of ethics and related work rules designed to protect the newspaper's editorial integrity. The code of ethics included standards for objectivity and accuracy in reporting, though primarily at issue were its provisions prohibiting the receiving of gifts by reporters that could create conflicts of interest. Newspaper Guild, 636 F.2d at 555. The publisher claimed such rules were not proper subjects of bargaining. The D.C. Circuit stated:

> [E]ditorial integrity of a newspaper lies at the core of publishing control. In a very real sense, that characteristic is to a newspaper or magazine what machinery is to a manufacturer. At least with respect to most news publications, credibility is central to their ultimate product and to the conduct of the enterprise. Moreover . . . editorial control and the ability to shield that control from outside influences are within the First Amendment's zone of protection and therefore entitled to special consideration. In order to preserve these qualities, a news publication must be free to establish without interference, reasonable rules designed to prevent its employees from engaging in activities which may directly compromise their standing as responsible journalists and that of the publication for which they work as a medium of integrity.

636 F.2d at 560-61. However, the court also stated that "the degree of control which may be exercised by a publication in this regard is not open-ended, but must be narrowly tailored to the protection of

the core purposes of the enterprise." Id. at 561 fn 36. In light of this view, the D.C. Circuit ordered the Board to strike a balance in the case "between an employer's freedom to manage his business in areas involving the basic direction of the enterprise and the right of employees to bargain on subjects which affect the terms and conditions of their employment." Id. at 562. The D.C. Circuit noted that to strike this balance the Board would need to "distinguish between those provisions of the Code which, while central to the [newspaper's] interest in the preservation of its legitimate managerial prerogatives, affect the employees only minimally, and those which, although not essential to the publication's freedom to conduct its business, do have a significant impact on the employees." Id. at 561.

On remand from the D.C. Circuit, the Board issued a ruling in line with its instructions. The Board initially stated:

> We reaffirm the view that protection of the "editorial integrity of a newspaper lies at the core of publishing control," and that in order to preserve such, a news publication is free to establish reasonable rules designed to prevent its employees from engaging in activity which would "directly compromise their standing as responsible journalists and that of the publication for which they work as a medium of integrity," without necessarily being required to bargain initially. It follows from this privilege-which is directly incident to a newspaper's integrity-that the newspaper will be similarly exempt from mandatory bargaining about disciplinary action for employee breach of the basic rule.

283 NLRB at 335 (internal citations omitted). In order to balance the newspaper's right to protect its editorial integrity with the employees' bargaining rights as required by the holding in Newspaper Guild, the Board declared a publisher could only promulgate and enforce a rule or code of conduct governing employee behavior without bargaining if the rule on its face was: "(1) narrowly tailored in terms of substance, to meet with particularity only the employer's legitimate and necessary objectives, without being overly broad, vague, or ambiguous; and (2) appropriately limited in its applicability to affected employees to accomplish the necessarily limited objectives." Id. at 335. The Board then proceeded to find the work rules and code of ethics at issue subject to bargaining in their entirety due to their over-breadth and frequent vagueness. Id. at 336.

The ALJ in the case at bar determined that as Respondent's rules related to reporter bias, "seen from the view of some employees, could be viewed vague [sic] and ambiguous" they were potentially proper subjects of bargaining and hence an appropriate target for employee concerted activity. (Pet. Ex. 2, at 52.) The Court views this determination as a misapplication of Peerless to the facts of the case. This case does not involve, as the ALJ erroneously found, a union request to generally bargain over the promulgation and enforcement of ethical and work rules related to reporter behavior and preparation of content. This case instead involves a specific demand by a union campaign regarding the publisher's preparation of content for its newspaper - i.e., the separation of the News-Press's news and editorial sections. See supra, at 16-19. Accordingly, the ALJ's analysis of the vagueness of Respondent's ethical rules

relating to bias is not relevant to the legitimacy of the Union's activities. It is not in fact clear how the reasoning of Newspaper Guild and Peerless applies to the facts of this case at all. Furthermore, even if the Court were to accept the ALJ's view of the facts and of the applicability of Newspaper Guild and Peerless to those facts, the sensitivity of the inquiry mandated by Newspaper Guild and undertaken in Peerless would not allow the Court to find that there is no significant risk the ALJ's analysis will not be sustained. Therefore, the ALJ's wholesale dismissal under the reasoning of Peerless of Respondent's First Amendment concerns is not an adequate basis for concluding that a grant of equitable relief will result in no significant risk of a First Amendment violation.

Petitioner in its final supplemental brief to the Court raised another, in the Court's view unpersuasive, argument premised on the holding in Newspaper Guild. Petitioner notes that nothing in the D.C. Circuit's analysis in that case "suggests that the union's demands were unlawful or that the employees' desire to bargain over issues related editorial control subjected them to discipline." (Pet. Supp. Resp., at 6.) This is true, but ultimately inconclusive, as the employer in that case was not found to have taken any retaliatory action against the union for activities placing economic pressure on the employer. Therefore, the court in Newspaper Guild was never required to deal with the constitutional issue of what freedom a newspaper possesses to combat union demands, backed by economic pressure, to bargain over subjects related to their editorial

discretion.[6] Hence, the Court cannot draw the conclusion Petitioner desires from the holding in Newspaper Guild.

Petitioner finally urges the Court to reject Respondent's First Amendment claims because "there is no evidence that Respondent has taken any adverse employment action against an employee for" conduct related to journalistic integrity. (Pet. Mem., at 4 fn 3.) The ALJ did conclude that application of the NLRA in this case implicated no First Amendment rights for the additional reason that Respondent's disciplinary actions against organizing employees were not driven by a "genuine[] concern[] about the effort to restore journalistic intergrity [sic]." (Pet. Ex. 2, at 53.) The ALJ based this determination on the fact that many who supported the Union's efforts remained employed, which in the ALJ's view indicated that Respondent was truly concerned only with "ridding itself of prominent union supporters." (Id.) The thrust of this argument appears to be that even if the union activity at issue was partially directed at affecting the Respondent's editorial discretion, Respondent's disciplining of certain employees was not motivated by any desire to maintain its editorial control but instead merely by general animus toward the Union. As such, Respondent's disciplining of its employees was not related to any attempt to exercise or maintain its editorial prerogatives. The Court finds this analysis highly problematic as it rests on a false dichotomy. The Union was organized, in part, to affect Respondent's editorial discretion and undertook continual

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[6] It appears the union in Newspaper Guild did threaten a strike in an attempt to pressure the newspaper to bargain over its work rules at one point in the bargaining history, but the newspaper chose to respond in a non-confrontational manner by only nullifying its prior enforcement of the work rules. 636 F.2d at 554.

action to do so. It therefore does not seem possible to parse, at least in the manner the ALJ sought to do, Respondent's animus toward the Union generally from its desire to protect its editorial discretion. The motives necessarily overlapped in this case. As a result, the Court cannot view the ALJ's determinations in this regard as defeating Respondent's final First Amendment argument.[7]

In sum, the Court has not been provided any authority or argument by Petitioner that clearly forecloses Respondent's claim of First Amendment protection for all its alleged unfair labor practices.[8] There is a tension in this case between the enforcement of

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[7] Petitioner's related argument that "Respondent never asserted that it disciplined or discharged any employee for raising their concerns about journalistic integrity" is also unpersuasive. (Pet. Mem., at 4 fn 3.) Petitioner asserts that Respondent's stated reason for acting against certain employees engaged in Union-related activity was not because of the Union character of their activities but because of the "disloyal", "disruptive", or "defamatory" nature of their activities. (Pet. Mem., at 10 fn 9.) Hence, Petitioner argues, Respondent's actions against these employees was not motivated by any desire to protect itself from the Union and its demands related to editorial discretion, but instead merely to protect itself from disruption, defamation, or disloyalty. Whatever the persuasiveness of this distinction, it lacks factual support. Merely because Respondent raised the disruptive, disloyal, or defamatory nature of some employees' Union-related activity as justification for Respondent's actions against these employees, does not mean that this was in fact the Respondent's motive for its actions. In each of the instances cited by Petitioner in support of this argument the ALJ either made a specific finding that Union animus was the true motive for Respondent's actions or made no finding as to motive. (Pet. Ex. 2, at 63, 79, 89-90.) In either case, the Court lacks a basis to conclude definitively that animus toward the Union and its demands was not the motive for the Respondent's actions. As such, the Court cannot dismiss Respondent's First Amendment concerns as to any part of the injunction on this rationale.

[8] Petitioner argues the reasoning of Hausch v. Donrey of Nevada, 833 F Supp. 822, 830 (D. Nev. 1993), demonstrates why Respondent's First Amendment arguments lack substance. However, in Hausch the issue for the court was whether a newspaper had a First Amendment right to refuse promotion and ultimately discharge a managerial editor on the

the NLRA and the protections of the First Amendment that has not been specifically resolved by prior decisions. Respondent's argument as to the proper resolution of this tension seeks to extend or extrapolate from the reasoning of prior decisions to the facts at bar. Whether that argument will be accepted by the Board and any subsequent reviewing court or will be found to reach too far is irrelevant to the Court's determination. It is not the Court's role under Section 10(j) and Overstreet to attempt to resolve the First Amendment issues raised in this case, but only to ascertain whether these issues present a significant risk of a First Amendment violation arising from a grant of equitable relief. In the Court's view, Respondent's argument, while untested, is, like that at issue in Overstreet, legitimate and plausible. 409 F.3d at 1211. The Court is therefore compelled to determine that on the authorities presented there is a significant risk that the reasoning of Tornillo and Passaic could be extended to bar the requested injunction in its entirety. As such, under Overstreet, the Court must dispense with the usual deference

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basis of sex in violation of Title VII. The court concluded it did not, stating:

> Defendants have not alleged or demonstrated that there is any relationship between their ability to choose their Editor on the basis of sex, race, or any of the other characteristics prohibited by Title VII, and their ability to control the content and character of their newspaper's message.

833 F. Supp. at 832. Hence, Hausch only stands for the proposition, already laid down down in Associated Press and Passaic, that, without an argument as to their specific relationship to the exercise of its editorial discretion, a newspaper's personnel decisions with regard to editorial employees are not as a matter of course rendered free from regulation by the protections of the First Amendment. In the present case, Respondent is making a cognizable argument that its decisions to retaliate against employees for union support did specifically relate to the exercise of its editorial discretion. Whatever the persuasiveness of that argument, the reasoning of Hausch does not in any way foreclose it.

afforded the Board's interpretation of the NLRA and require a particularly strong showing for a grant of equitable relief. 409 F.3d at 1208-10.

D. Likelihood of Success

The ALJ has found in favor of Petitioner on all relevant claims brought in the Complaint. (Pet. Ex. 2, at 57-106.) Respondent asserts that it has filed with the Board 227 exceptions of law to the ALJ's decision of which it discusses only five in its briefing to the Court. (Supp. Opp., at 15.) Petitioner states it intends to file a reply to each of these exceptions with the Board. (Supp. Rep., 6-7). In light of the difficult First Amendment issues central to this case and improperly resolved by the ALJ, the Court as an initial matter certainly cannot find that Petitioner has such a strong likelihood of success as to presume irreparable harm. The Court will not further determine whether Petitioner can nonetheless show at least probable success or a fair chance of success on the merits. As the Court determines below that Petitioner has not made a sufficiently strong showing of irreparable harm or shown that the balance of hardships favor a grant of equitable relief, the requested injunction cannot be granted regardless of any showing by Petitioner of fair or even probable success on the merits.

E. Irreparable Harm

Petitioner asserts that a failure to grant the requested injunction will result in irreparable harm to the discharged

employees and the Union's collective bargaining efforts. Petitioner asserts that the discharged employees, if not reinstated soon, will likely be forced to re-locate to seek new employment in order to support themselves and their families. (Pet. Mem., at 21.) Petitioner also offers employee testimony showing that the alleged unfair labor practices in this case have chilled employee support for the Union, as best evidenced by the sharp decline in regular attendance of Union meetings.(Pet. Mem., at 19; Pet. Ex. 3, at 6042, 6096.) Petitioner argues that without an interim order rescinding Respondent's retaliatory actions against Union supporters and specifically enjoining further such acts, the Union will continue to lose support and be "hamstrung in its efforts to negotiate an initial collective-bargaining agreement." (Pet. Mem., at 21.) Petitioner argues an interim order will restore support to the Union by reinstating the employees who formed the Union's core membership and reassuring current employees that unfair labor practices committed by Respondent will be timely remedied.[9] (Pet. Mem., at 20-24.) Preventing an employer from successfully defeating a union campaign through unfair labor practices clearly falls within the central remedial purposes of Section 10(j) and also strongly serves the public interest goals of the NLRA. Miller, 19 F.3d 459-60.

Respondent argues that Petitioner has made an insufficient showing of irreparable harm because over a year and a half has passed since the unfair labor practices have occurred. (Supp. Opp., at 24.)

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[9] Petitioner represents without supporting evidence in its briefing and through the declaration of attorney Steven Wyllie that seven of the eight discharged employees have sworn under oath they will accept interim reinstatement. (Supp. Rep., at 8; Wyllie Dec., 1-2.)

"Delay is only significant if the harm has occurred and the parties cannot be returned to the status quo or if the Board's final order is likely to be as effective as an order for interim relief." Aquayo for and on Behalf of N.L.R.B. v. Tomco Carburetor Co., 853 F.2d 744, 750 (9th Cir. 1988), overruled on other grounds, Miller, 19 F.3d at 458. In this case, the long delay likely means that the discharged employees have been already forced to secure other employment such that the payment of lost wages will to a large degree remedy any harm to them.[10] With regard to the harm to the Union's efforts, given the already severely reduced numbers of the Union, it is arguably the case that an interim order will not render the Union a strong presence at this time even if nearly all the discharged employees accepted reinstatement. It is also unclear that an interim order will banish any current chill on Union support. There is little basis to believe, given the long delay, that an interim order at this point will provide any genuine reassurance to employees beyond that provided by a final Board order that unfair labor practices committed by Respondent will be timely remedied. Therefore, there is reason to conclude that an interim order will not be significantly more effective than a Board order in remedying past harm and preventing future harm to the discharged employees or the Union's efforts. While under the typical Miller standard these concerns would likely not defeat Petitioner's showing of irreparable harm, they do weaken it

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[10] Petitioner, on whom the burden for showing irreparable harm rests, has provided no direct evidence in its briefing indicating the current employment status of the discharged employees. At hearing and through the declaration of attorney Wyllie, Petitioner represented that nearly all of the discharged employees had in fact already begun full or part time employment or studies with other organizations or found work as freelance writers and editors. (Wyllie Dec., at 1-2.)

sufficiently for the Court to find that Petitioner has not met the raised bar in this case.

F. Balance of the Hardships/Serious Questions

The Court also cannot conclude that Petitioner has shown that the balance of hardships tip sharply in favor of a grant of equitable relief in combination with the presence of serious questions going to the merits. The Court does not find that the balance of hardships tip sharply in Petitioner's favor. No evidence has been presented by either party as to the current structure of the News-Press or any re-hiring that has occurred. However, given the long period of time that has elapsed, it is reasonable to assume that the discharged employees have been replaced or the News-Press has re-structured. At hearing, Respondent made representations, albeit unsupported by evidence, that both had occurred, which Petitioner did not fully contest.[11] The proposed injunction would likely force Respondent to

[11] Petitioner represents in its briefing without supporting evidence and noted at hearing that Petitioner has hired nine temporary employees who are currently performing bargaining unit work, including reporting, which Respondent contested at hearing. Petitioner argues that Respondent cannot claim any hardship from ending the assignments of these temporary employees in order to reinstate the discharged employees. (Supp. Rep., at 8.) As the burden of showing that the injunction is just and proper rests on Petitioner, the Court cannot rely on such an unsupported and contested allegation in granting Petitioner's requested injunction. Even if the Court did accept this allegation, it does not significantly affect the balance of hardships. Petitioner has made no allegation that the discharged employees' specific duties have been filled substantially, let alone totally, by the nine temporary employees. Hence, the Court cannot find that Respondent would only need to terminate the assignments of these temporary employees in order to reinstate the discharged employees.

let go of currently hired employees and re-organize. In addition, it would prevent Respondent from exercising what it continues to assert is its First Amendment right to combat Union efforts to limit its exercise of editorial discretion. As such, the proposed injunction would prove a fairly severe hardship on Respondent balancing the hardship that would be visited on the Union and discharged employees were equitable relief denied. Again, while such burdens on an employer would likely not defeat a showing for equitable relief under the typical Miller standard, see Aguayo, 853 F.2d at 750, the First Amendment issues raised by this case compel the Court to apply a higher bar and so consider these hardships to Respondent more seriously. Because of these hardships to Respondent, the Court cannot conclude that the balance of hardships tips sharply in favor of Petitioner. Therefore, Petitioner cannot make the requisite showing for receiving equitable relief on this alternate basis.

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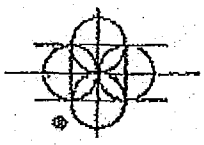
IV. Conclusion

The Court is fully cognizant of the deference normally owed the Board and, to a lesser extent, the ALJ. However, the requested injunction in this case implicates First Amendment issues that the ALJ failed to adequately consider. Because of the presence of these First Amendment issues, which are not easily resolvable under the current state of the law, the Court must dispense with the usual deference owed the Board's interpretation of the NLRA and demand an unusually strong showing that a grant of equitable relief is just and proper under Section 10(j). As the Court does not find that Petitioner has made the requisite showing, the Petition is DENIED.

IT SO ORDERED.

DATED: May 21, 2008

STEPHEN V. WILSON
UNITED STATES DISTRICT JUDGE



GCIU

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NICHOLAS CARUSO, INTERNATIONAL REPRESENTATIVE

April 23, 2008

Wendy McCaw
Co-Publisher/Owner
Santa Barbara News-Press
715 Anacapa Street
Santa Barbara, CA. 93101

Dear Publisher McCaw,

I am writing with regard to your April 10, 2008 letter sent to Newsroom Employees concerning contract negotiations held on April 2nd and 3rd.

There are a number of inaccuracies that need to be addressed in your communication.

It is my understanding that you are resolute about conveying information in an unbiased manner, so I must assume that any errors contained in your letter are the result of miscommunications between you and the Management Representatives who were actually at the bargaining table.

You are correct in identifying me as a *Minnesota-based* Union Negotiator as you did in both of your Employee updates. It is common for a professional negotiator from the International Union to assist bargaining unit members in negotiating a first time contract.

The former Employees you refer to are expected to be reinstated in accordance with Judge Kocol's ruling last fall and have been great advocates for improving the wages, hours and working conditions for all the Newsroom Employees.

You also point out that Employer representatives include *Nashville-Based* attorney Michael Zinser, local attorney Dugan Kelley (for the past few meetings) and Associate Editor Scott Steepleton. You fail to mention that none of your representatives could answer the most basic questions we asked about company policies or benefits and repeatedly responded to our concerns with: *"We'll have to get back to you on that."*

You also failed to mention that when I suggested either a co-publisher or Human Resources Manager be made available to avoid canceling scheduled meetings when Steepleton was ill, your response (through your attorney) was he was critical to the process. Yet when we met on April 2nd and 3rd, Steepleton wasn't present. Apparently, Opinion Page Editor Travis Armstrong took his place and Management felt it was not necessary to offer any explanation for the change.

AH01594

You state in your letter: **"The Union demanded confidential information."**

The section begins with: *"As you may know, the News-Press fiercely protects its proprietary and confidential information, including the personal information of its Employees."* As a matter of clarification, does your statement imply that News-Press Employees must consider their wages and working conditions to be *"proprietary and confidential"* information such that you prohibit its discussion or disclosure? I raise the issue because such a restriction may conflict with California and federal labor law.

To effectively bargain over wages, hours and working conditions, it is fundamental that the negotiators know the current and recent history related to wages, hours and working conditions. The only way to verify the accuracy of such information is to make that standard information request. A collective profile is then formed to assist in prioritizing proposals and responses to Employer proposals. Union Committee Members are made aware that some information may be of a confidential nature and is to be used for bargaining purposes only.

Your comment *"Let us hope the union does not unnecessarily share your information with others"* is unprofessional and does not deserve a response.

You state in your letter: **"The Union continues to demand control of the content of the newspaper."**

The *Letter of Understanding on Journalistic Ethics* and the *Code of Ethics* outline proposals for mutually agreed standards for gathering and reporting the news based on commonly-accepted ethical standards that apply throughout the newspaper industry. In fact, some of the viewpoints expressed in our proposal are positions that you, yourself have supported publicly.

The *Work Assignment* Language is designed primarily to protect the integrity of the employee writing the story, which by definition is not part of the "content of the newspaper," and is in fact a term and condition of employment over which the Union has the right and obligation to bargain. So too are the related interactive and collaborative processes by which a reporter's work is assigned, edited and eventually published. In one of Management's proposals, you note your understandable expectation that reporters will generate at least some of their own story ideas, thus contributing in that manner as well as in other concrete ways to the content of the newspaper, and in a very real sense, investigating and reporting what they consider to be the news (subject to Management's approval). The proposed article also protects the reporter from unwarranted disciplinary action based on material approved at one level of Management and viewed as unacceptable later on.

Since you do not specify why you believe these proposals *are not legal* or what elements of these proposals, from your perspective, are *not legal*, I cannot fully respond to your comments.

I can say that they are not *illegal subjects for bargaining*. Our official response to your request that the Union withdraw our proposals properly belongs to the bargaining process at the table.

You state in your letter: **"In the event of layoffs, the Union continues to demand longevity prevail instead of performance and/or productivity."**

The Union has proposed that the objective standard of years of service be a primary consideration in determining order of layoff. However, we have acknowledged that there may be other relevant considerations and that the employee retained must be able to perform the work. Your lack of understanding on our position on this issue may be attributed to your not being present when this matter was discussed.

You state in your letter: **"The Union continues to demand that News-Press turn over control of grievances to a third party.**

The Company must, consistent with its duty to bargain in good faith, acknowledge and operate under the premise that the employees have chosen to be represented by a Union and that there will ultimately be a Collective Bargaining Agreement between the parties.

Under your proposal a grievance filed by an employee would allege a Management Representative violated a term of the CBA. Management would then determine if Management committed a violation and what the remedy, if any, should be. Management would need to determine at some point, if it would support and believe the position of the accuser or the accused.

As you know, and as occurs in every contractual relationship, where one party claims the second party breached their contract and the second party denies the breach, the two parties take their dispute to a neutral forum that has the power to decide who's correct and what remedy, if any, is appropriate. I have never heard of any contractual relationship where the party accused of the contract breach gets to unilaterally decide whether that accusation is correct and what remedy if any to impose on itself. I don't see how such a procedure would be fair or perceived to be fair, and I frankly doubt that your counsel would recommend that the News-Press, you or any of its management sign such an agreement if the Union got to unilaterally make that determination, or that the News-Press, you or any of its management would tolerate or sign an agreement of any kind that permitted its contracting partner to decide whether that partner had committed a breach. We don't see how this approach could conceivably be a "good fair way to attempt to resolve grievances", especially when there is no collective bargaining precedent for such an approach, and certainly no commercial contractual precedent for it, either.

The only precedent is, as you state, the precedent that existed before the Union won the right to represent the newsroom employees, when there was no contract between the employees and management.

Union Response to Publisher
Employee Letter

Like it or not, the relationship between Management and Labor is a bilateral one under the law. Allowing one party to determine if they are, or are not in compliance with the binding terms or the respective parties agreement is unacceptable. Everything cannot remain the same as it was before the Newsroom was organized and meet the News-Press' legal obligation to bargain with the Union in good faith.

I would add that had there been a Collective Bargaining Agreement with a legitimate and fair grievance procedure in place during the past two years, the Santa Barbara News-Press would likely not have the current situation or have expended such a tremendous amount of resources.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Nicholas D. Caruso,
International Representative GCC/IBT

CC: Ira Gottlieb
Union Committee
Newsroom Employees
Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara-News Press
And
GCC/IBT
November 14, 2007

The parties were scheduled to meet at 9:30 a.m. at the Doubletree Hotel. Present for the Company were Scott Steepleton and Mike Zinser. Present for the union were Nick Caruso, Ira Gottlieb, Melinda Burns, Dawn Hobbs, Dennis Moran, Lynne Ward; Keegan is not here today.

I called Caruso at 9:17 and told him we needed a little more time before we got started and suggested 10:00 a.m. He was agreeable to that. I told him there was something else I needed to mention. I said Scott Steepleton, the Associate Editor, was surprised by Lynne Ward's appearance yesterday. She did not do like Mr. Moran did; Mr. Moran gave us plenty of advance notice that he was going to be at the meeting. For whatever reason, Ms. Ward did not do that. We really need her to work today at her scheduled time at 2:30 p.m. We need the copy editing. Like I said, Mr. Moran gave us lots of notice. For whatever reason, that did not happen with Ms. Ward. Yesterday was not an issue because yesterday was one of her days off. Today is the issue.

When we got into joint session at about 10:12 a.m. I gave the union the following:

1. Counter Proposal 3, **Management Rights**
2. Counter Proposal 4, **Discipline and Discharge**
3. Counter Proposal 5, **No Strikes**
4. Counter Proposal 6, **Hours of Work/Overtime**
5. A 5-page written response to the union's opening proposals.

I suggested that they would need to read the proposals and then ask questions about them. Caruso then asked about the written response. I said I think it is pretty apparent. He said I would like you to go through it. I asked if he wanted me to read it to him. He said well "yeah" if you want to. I did not read it to him, but I briefly went through items 1 through 42 on our written document.

I would note that as I was summarizing item 9 on my response (**Work Schedules**) Caruso interjected that surely people have definite starting times. I said of course they do. What I am talking about is the part of your proposal that says we have to post something in writing two weeks in advance that cannot be changed except in certain circumstances. That is the formality that I was referencing. At another point Ira Gottlieb interrupted asking again about information about the temps. I told him not to interrupt me. Nick asked me to go through the response and I would address his questions when I was done with the response.

We had some discussion on item 40 (**Complete Settlement**). I told him that paragraph 1 is more commonly seen in contracts other than Collective Bargaining Agreements. He said he intends it to be like a zipper clause. Whatever we agree to in the contract is the deal. I asked him what does Section 2 mean. He read it, and I think seemed to backtrack when he said maybe there would be an obligation to bargain during the term of the contract, depending on the circumstances. That is not what his paragraph 2 says. I then asked Ira what his question was. He wants to know when he is going to get information on the temps. I said I expect to have some more information for you after lunch.

Caruso then said we are going to have to look at your **Management Rights** article here. He said I hope it has a sentence somewhere in it that says "except where specifically . . ." I said it is in the first paragraph. He said before we can consider your **Management Rights,** we need to have an adequate method of resolving our disputes by an impartial third party. These things are interrelated.

Then he said with respect to your question yesterday about what do we do during the interim about wages, he said the union's position is whatever you have been doing, you should continue. He said the bonus seemed to be a little clearer than the merit increases. You said some years you do merit increases and some years you do not. You told us you did not do merit increases in 2007 for performance in 2006. We would like to see what you have done in previous years. If there is any criteria in writing, we would like to see that.

Then Ira raised more concerns over the temporary employees. He does not think that what is happening is consistent with the terms set forth; then he stops and says people who are supposed to be in the unit are not in the unit. He said I understand people are actually being hired by the *News-Press.* He said, in general, this is a departure from past practice. We certainly do not want to file NLRB charges, but it appears to me it is a unilateral change in working conditions.

Then Caruso had a question about item 1 of his information request. Concerning the response we gave him, he wants to know what time frame the wages are representative of. I told him we would find out the answer to that question.

At that point Caruso asked if I had given any more thought to his question yesterday about dates for meetings. I told him, quite frankly, I would like to schedule a time to talk with you next Monday. I have a lot of cases going on right now. There are a lot of dates outstanding. I will not know until Friday what is going to be happening. I will have a better idea next Monday. If you have any dates that you are available that you would like to share with us we would certainly like to receive them. He paused and said he would discuss that with Ira. At that point the union left the room and caucused. They have a separate room, room 307, where apparently Caruso has a computer set up. The union caucused at 10:55 a.m. Note that when we were talking about meeting dates, I said to Caruso that between now and November 30 I would be working hard on a great big brief. I am sure Ira Gottlieb is working on the same thing. Gottlieb smiled. His

comment was "piece of cake." Caruso jokingly said he does not understand why they call them "briefs." At 12:04 p.m. we called the union in their caucus and told them that we would break for lunch now. We agreed that we would check in with each other at 1:30. Caruso said he would let us know then where they are.

At 1:41 p.m. Caruso called my cell and left a message. He said they would be down at 2:00 p.m. Lynne Ward is going to go to work today at 2:30. She will leave at about 2:00. He said he needed to spend some time with her.

The union came into the room at 2:08 p.m. I gave Caruso a copy of the Vision Plan as well as a list of the temporary employees. He looked over at Gottlieb and said we will talk about this. I told him with respect to item 1 on the information response, that it was wages in the year 2007 to date. He wants an exact ending date. I told him I would get it for him.

Caruso then said he wanted to go through our response we had given him this morning, the 5-page response. Before we got into that Gottlieb asked him to step outside. He and Gottlieb stepped outside for about 4 minutes. When they came back in Caruso started asking some more questions about the temporaries. I asked them if they would reduce to writing all of their questions so that I could properly respond. I did not want to forget something or misunderstand what they were asking for. In looking at response 1, it appeared to him that the most recent person *News-Press* hired was in April of '07. The temporaries began to be hired in July of '07. They agreed to get us a written request.

Then he started going through my response. He literally went through each section. He read aloud my text. He said I do not think this is too burdensome since you wrote it. They are your words.

He then read my response to **Recognition**. He said he would move the last two paragraphs to **Work Assignment**. However, he is maintaining the union's position that they want new supervisory issues to be handled through the grievance and arbitration procedure and not through a Unit Clarification filed at the NLRB. He also said that with respect to the position I took in the first paragraph about our Motion to Vacate Certification, we are free to take that position.

Then he went to number 2, **Union Security**. He said we will continue to propose **Union Security**. He said we acknowledge what you said that we cannot require them to actually join. He said they would be revising their proposal. I pointed that our objection goes beyond joining, it also goes to requiring people to pay money to the union. He acknowledged that even under his counter proposal there would still be an obligation for employees to pay money.

With respect to **Dues Check Off**, he said they would still be proposing **Dues Check Off**. He then said that my understanding is you make deductions from people's paychecks for United Way and other sorts of subscriptions. We will continue to propose this.

With respect to **Equal Employment,** he said he will await our proposal.

With respect to **Newsroom Opportunities**, and in particular individuals acting as supervisors on a temporary basis, he wanted to know whether it was voluntary or not. Scott opined that he has asked people to do it. They did it and have not asked for extra compensation. At that point Gottlieb interjected that he believed that the testimony at the hearing was that Davison was punished because she would not agree to be an acting supervisor. I told him that number 1, we are not going to retry the case here at the table, and number 2, I do not believe that accurately reflects the testimony. I told them we would get back to them on whether or not this was voluntary.

With respect to the **Probationary Period**, he was going to reserve judgment until he got a proposal.

With respect to **Minimum Rates of Pay,** he said he would be getting us a proposal.

With respect to **Work Assignments**, he reacted to our comments on legal representation. He said their concern is that the employee is vulnerable. We are exposed to things in the course of doing our jobs. I told him his proposal puts the decision making in the hands of the employee. Every day newspapers make decisions on which battles they are going to fight. Newspapers do not file a lawsuit over every freedom of information dispute. They pick their battles. Your proposal takes the decision making process away from Management.

Then we went on to talk about **Work Schedules**. He said it is not working for the employees. He said I know there are a lot of things going on, but this is contract negotiations. We need this for stability. People need to know what "normal" will be. He said we realize things come up at the last minute, but we want the working conditions to be better. He said there is value to the Employer in having this stability.

With respect to **Wages,** he acknowledged that we are requesting a **Wage** proposal as soon as possible.

With respect to **Hours and Overtime**, he noted that we gave him a specific counter proposal on that today.

He then went on to **Shift Differential**. He waxed philosophically about the difference between salaried people and hourly people. It is different in an hourly environment. People miss elements of their lives. He said we need to recognize the hardship. He even threw in an example about overnight shifts. He said they will continue to propose a **Shift Differential**.

With respect to **Job Transfer and Relocation**, he said they would continue to propose that. He then changed subjects a little bit and said we have a situation now in

Lompoc. We have a photographer who is doing writing as well. He said we would be willing to make an exception to our proposal and agree to a side letter on that. As a general rule, Caruso said he does not think you can expect a writer to also be a photographer.

He skipped over **Off Duty Work.**

He next went to **Expenses and Equipment** and said he would reserve the right to look at our proposal and mileage reimbursement.

With respect to **Holidays and Vacations,** he said he would reserve the right to look at our proposals that are forthcoming.

With respect to **Insurance and Pension,** he read that paragraph and then said with respect to the inter-local pension plan, he thinks it is a requirement that the Employer send in the contributions. He was not sure. He is going to get us a copy of the plan.

With respect to **Part-time and Temporary Employees,** he said he would get back to us on that.

With respect to **Reduction in Force,** he will await our proposal.

With respect to **Freelance Material,** he acknowledged that we dealt with that in our Counter Proposal 3 on **Management Rights**. The same was true for **Automation.**

Other than reading my text, he did not say much about **Severance Pay.**

With respect to **Disciplinary Action,** he acknowledged our Counter Proposal 4 from this morning.

With respect to **Grievance and Arbitration,** he would await our proposal.

With respect to **Job Safety,** he took great umbrage to our rejection of the VDT Safety Committee. He said it is important to enhance collaborative opportunities. This will reduce your workers' compensation costs. He thinks it would be beneficial. At least consider it. There can be value here.

With respect to **Sick Leave,** he will await our proposal.

With respect to **Personal Leave,** he said there is a big issue with the FMLA, specifically with the use of accrued paid vacation. It is not all black and white. While the Employer has the right to require people to use their paid leave first, they do not have to do that. Maybe we can agree to something different in the Collective Bargaining Agreement. I told him he ought to spend some time and read the Employee Handbook.

He then talked about the **Book Leave**. Caruso said this is an opportunity to attract top-notch reporters. There is lots of value to having a book writer on the staff. He said we could even get somebody from *The San Francisco Chronicle*.

He did not say much about **Maternity/Paternity Leave**. The **Book Leave** was his big discussion point.

With respect to **Bereavement Leave**, **Military Leave**, and **Jury Duty**, he would await our proposals. He noted that under **Disability Leave** he has promised to give us a proposal.

With respect to **Miscellaneous**, he just really read the language that I wrote.

With respect to **No Strike/No Lockout**, he acknowledged our proposal from this morning. He asked if it contained a **No Lockout** provision, and I told him that it did.

We then went to the **Information** paragraph. He recognizes how we might think it is a burden. He said, however, when somebody is fired, hired, or there is a status change, the steward may not be aware of it. He thinks it is a good practice for us to give them this information.

With respect to **Rights and Relations**, he said he would await our proposal with respect to **Union Access**. He said they would also take a look at their proposal.

With respect to **Complete Settlement Language**, he noted we had discussed that this morning before the lunch break.

With respect to **Successorship Language**, he only noted they would continue to propose it.

With respect to **Card Check Recognition**, he understands our response. He said for the time being it will not change. He said maybe you will change your mind. He said other things will be happening.

When he was done with that he reminded me that I need to find out the ending date on the spreadsheet for **Wages**. He also wants an answer on whether acting as a supervisor is a voluntary thing. Then we discussed our having a phone conference on Monday to discuss future dates. We agreed I would call his cell phone at 1:30 p.m. I asked if he had some dates he would like to share with me and he said he would look at that when he went up to his room.

At this point, they had no response to any of our counter proposals. He said they were going to caucus and take a look at those. I asked if he was going to caucus the rest of the day like yesterday or whether we might see them again today. He said he would let me know that. The caucus began at 3:02 p.m.

At about 3:45 p.m. Caruso came to our caucus room and gave us the union's available dates. Ira Gottlieb is available on the following dates: December 3, 4, 5, 11, 12, 18, 19. He is also available January 9, 11, 14, 15, 16, 18, 21, 22, 23, 24, 25, 30, 31; February 1, 7, 8, 12, 13, 14, 15, 18, 19, 20, 21, 22.

Caruso is available the first week of December; he is not available the second week of December; he is available December 18, 19, 20. In January he is available on 9, 10, 11, and pretty much the rest of the month. We adjusted our time to talk on Monday the 19th to be 2:00 p.m. While he was down here he said he still planned to get us a couple of documents today. At 4:50 p.m. Caruso came to the room and asked me to step outside. I stepped outside and he gave me something new on **Work Assignments**. He said it has taken forever. He said when you work with reporters they have suggestions on every word. He said he will be sending me something on **Bulletin Boards**. He said that was it for the day. We adjourned at about 4:50 p.m.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
February 12, 2008

The parties met at the Fess Parker Doubletree Hotel. Present for the Company: Scott Steepleton and Mike Zinser. Present for the union: Nicholas Caruso, Ira Gottlieb, Tom Schultz, Karna Hughes, Melinda Burns, Dawn Hobbs, and Lynn Ward.

The meeting was scheduled to begin at 9:30 a.m. I saw Nicholas Caruso in the restaurant at breakfast time. He said he'd like to move the start to 10:00 a.m. to give him the chance to chat with his committee. I told him that would be fine. The meeting actually started at about 10:10 a.m. after both sides were done making various photocopies. When the meeting started I presented the union with the following proposals:

1. **Counter Proposal No. 7 (Introductory Period)**
2. **Counter Proposal No. 8 (Signature Page)**
3. **Counter Proposal No. 9 (Sick Leave)**
4. **Counter Proposal No. 10 (Short Term Disability)**
5. **Counter Proposal No. 11 (Long Term Disability Insurance)**
6. **Counter Proposal No. 12 (Equal Employment Opportunity Policy)**
7. **Counter Proposal No. 13 (Mileage Reimbursement)**
8. **Counter Proposal No. 14 (Holidays)**
9. **Counter Proposal No. 15 (Vacation)**
10. **Counter Proposal No. 16 (Jury Duty)**
11. **Counter Proposal No. 17 (Death in the Family)**

Caruso said they would caucus and review those later and then get back to us.

The union then presented three proposals to the Company. The first proposal was concerning "Retirement Benefits." They are proposing participation in the **401(k) plan** of the Company with a **match of 100%**. They also are proposing the **Inter-Local Pension Plan**, and they want us to facilitate a check-off feature for the employees. He said he had thought about proposing a defined benefit plan. However, he realized that would generate lots of questions on the part of the Company concerning the funding level of the pension plans, etc.

They then made a proposal on **Group Insurance**. With respect to full-time employees, the Employer will pay 80% of the cost of medical and dental. For part-time employees, the Company will pay 75% of medical and dental.

The third proposal they gave us was their **opening Wage Proposal**. This document proposes minimum rates of pay and also, however, proposes that those minimum rates of pay will be increased 5% upon ratification and an additional 5% on each anniversary of the ratification of the Agreement. I asked how he came up with the rates he proposed. He reviewed the information we provided him, he talked to the discharged employees, and he referred to "industry norms." The proposal also contains 5% retroactivity to the date of ratification of any reinstated fired employee. In trying to justify his Wage Proposal, he said the cost of living has increased 4.1% since last year. Going forward, he estimated that the cost of living will increase 5% a year. Therefore, that's how he comes up with his 5% increase figure.

He made a big deal about the classification of Senior Writer. The union's proposal would have Management and the union negotiating who would qualify to be a Senior Writer instead of Management making the designation.

He then referenced the information we had provided him since the last meeting concerning employees and their wage increases. He asked what was meant by the entry "DBLOAD." I said if you will look at each one of those as September 28, 2000, that's when Ampersand purchased *Santa Barbara News-Press*. That answer seemed to satisfy him. Then he began trying to make the case that it looked to him like everybody was getting annual increases every year except for 2006 and 2007. I took issue with that and told him if you look at it closely, that's not really the story it tells.

Both parties needed to caucus. The union left to go to room 207. The caucus began at 11:00 a.m.

He also noted before he left that our **Recognition Proposal** has a footnote. The footnote says we're only willing to make this Recognition clause contingent upon a Motion to Reopen the Record. In the event the certification was vacated, we wanted to be able to withdraw that. He noted, correctly, that since we last met the NLRB ruled against us on that Motion to Vacate the Certification and he wants us to remove the footnote.

As of 11:52 a.m., the caucus was still in progress. I called Caruso in room 207. We agreed to break for lunch. He requested until 1:30, and we agreed with that.

The union committee didn't come into the restaurant until 1:20 p.m., even though we broke at 11:52 a.m. They didn't get their food served to them until 1:30 p.m. Thus, they're going to be late getting back to the meeting. At 1:40 p.m., Caruso phoned my cell phone and said that a computer repairman had just pulled into the parking lot. Before the start of the actual bargaining, he had warned us that his laptop needed emergency servicing by a Dell computer representative. He has a very good service contract, and they were sending a technician to the hotel to repair his laptop, which is not operating properly. He said he would phone me back to let me know how long he would be with respect to the computer issue. While Scott and I waited, we drafted Counter Proposals 18

(401k), Counter Proposal 19 (Full-Time Status) and Counter Proposal 20 (Employee Discount).

Caruso called my cell at 2:35 p.m. and said they were going to be another 30 minutes. He explained that he computer service technician took his computer totally apart and now is putting it back together, whatever that means. He said he would be ready at about 3:05.

We finally got back into joint session at 3:08 p.m. We gave the union the following proposals:

1. **Counter Proposal No. 18 (401(k) Retirement Plan)**
2. **Counter Proposal No. 19 (Full-Time Status)**
3. **Counter Proposal No. 20 (Employee Discount)**

Caruso received those and had no comments at that time. He said he would be responding to all of our proposals at a later time.

He said he wanted to talk about some of the proposals we made last time. He said **Discipline and Discharge, Management Rights, and the Grievance Procedure** kind of overlap. He said if we can reach agreement on these three things, he thinks everything else will come together.

Discipline and Discharge is a good place to start. He said he's going to be giving us a document at a later time. He indicated some time this week. He said I'm going to give you a verbal response today and then a written counter proposal.

He said his concept of discipline is that it should be "corrective." He doesn't think it should be punitive.

He focused his discussion on our **Counter Proposal No. 4 (Discipline and Discharge)** presented on November 14, 2007.

He has issues with Section 2. He thinks discipline should be uniformly applied. He said this communicates to him that we want to be discriminatory.

He also said he hasn't seen a section like Section 1 before, where it talks about "punishing or penalizing employees."

He then talked about Section 3. He said, you know, this goes to the heart of the issue. He said as long as the "at will" concept is out there, this is not going to fly. He said the union feels like it needs to have a "just cause" provision in the Collective Bargaining Agreement. Without just cause, it undermines the Agreement.

Then he took issue with the very first part of Section 3, which is **"biased reporting."** He asked where the issue of bias fits in. He's not sure it fits in here. He

said everyone has a bias. He said you have a bias as a labor attorney. He said Scott has a bias as an editor. He said everybody has a bias. He said we need to come to some sort of resolution. He said I don't think this belongs here. He said reporting is "always from your perspective."

He went to Section 3(d). He said we will be giving you a document this week on this.

He then addressed items c, d, e, and f. He said I can understand your concerns about drugs. He said I don't think a newsroom unit is as critical as a pressroom unit.

He said everything comes back to just cause. I think there should be progressive discipline. He said certainly we don't condone being "impaired." He then specifically asked about "misusing legal drugs" on Employer property. I gave him the example of a situation I had with another Employer where the husband was getting high on Vicodin, which had been prescribed for his wife by a dentist. That cost him his job. That's an example of having a drug lawfully, but misusing it. He acknowledged that was a good example. He then went on to subsection (g). He said there's a policy on this in the Handbook. Caruso said we're going to have further discussion on that later.

He then went back to the concept of just cause. He had a problem with subsection (h), Disloyalty. He said that's an issue in these discharges we've had here. These employees feel they are fiercely loyal to the paper, their craft, and to the integrity of the profession. He said, however, we have a conflict with the Employer. We have a difference of opinion. Caruso said we're going to have more discussion on this.

He said "insubordination" is easier. I can understand that.

He then went on to "Dishonesty." He said sometimes there's confusion. Is it merely a mistake, or is it actually dishonesty? He said everything goes back to an objective standard. There's a burden of proof here.

He then went to subsection (k), which is the After Acquired Evidence Rule. He said, "We will not agree to this."

With respect to (l), Neglect of Duty, he said on the surface that seems fairly reasonable. He then again said that the at will concept has got to go.

He then repeated himself saying, Management Rights, Discipline and Discharge, and the Grievance Procedure all go hand in hand.

He then went to Section 3 (n), which is Repeated, Unexcused Absence and Tardiness. He said he didn't really have any issues with that.

We went on to subsection (o), Loss or Suspension of Licensed Driving Privileges. With respect to that, he said it would depend on the circumstances. He said if a Copy Editor loses their license, does it matter?

He really dislikes subsection (p), the Secret Tape Recording or Video Recording of any employee, supervisor, or the Employer. He asked if there been a problem in the workplace. I said no, but I think your lawyers will tell you this is one of the big issues in employee relations today. With the fact that all cell phones are cameras, there sometimes are real privacy issues. It creates a chilling effect in the workplace. Why should we have to worry about people wondering around being wired for sound?

He then asked about subsection (q), which is using the **E-mail System.** I said it means just what it says. I used the example of an employee having an Amway business. Ira Gottlieb, at that point, said about what about the union using it. I said, as a matter of fact, there's a very recent case on that, which I handled, *The Register-Guard* case. It was decided on December 16, 2007.

Gottlieb said there's no justification for us to have these kinds of proposals. I said let me explain. It's legitimate on the part of either party to make proposals that it wants in the Collective Bargaining Agreement. I don't have to have a problem in order to justify having a proposal. If we're going to have a signed Collective Bargaining Agreement we need to build in protections. I'm not going to waste a lot of time disparaging the proposals you make, unless they're permissive subjects. We don't have a problem with the way wages are handled now, but you have a proposal. I'm not going to disparage your right to make a proposal.

Caruso then gave his opinion, which he's given before, that he thinks that discussion of permissive subjects should be okay. He said if I make a proposal on a permissive subject, he's not going to tell me "I don't want to talk about that anymore." I said, however, you would have the right to do that. He acknowledged that. I told him I don't think we should waste time at the table forcing the other side to talk about **permissive, non-mandatory subjects of bargaining.**

Going back to the e-mail question, Ira said that he thought the union could be a target here. That's why I referred him to *The Register-Guard* case. The union is just another third party, outside organization and they would be treated the same as other third party, outside organizations. Nick asked about the United Way. He said I'm sure the Employer might be sending e-mails around about the United Way. I said that's different. I said if it's an Employer sponsored thing, that's okay under the case law. It's our equipment.

With respect to subsection (r), he said on the surface that seems to be legitimate. He said the productivity standards have to be reasonable.

With respect to subsection (s), non-harassment, he said we're going to have to have more discussion about that.

With respect to subsection (t), he said to him that seems to be a legitimate provision.

He moved on to Section 4, which is the "No Expectation of Privacy" paragraph. He said that depends on circumstances. Your property, I'm okay with that. You own the desk and you own the lockers, but when you get to somebody's vehicle or purse, then he said at this point - not that I carry a purse – I'm more sensitive. Then Gottlieb chimed in that there'd be nothing wrong if he wanted to carry a purse. Caruso was joking around, but Gottlieb was serious. He said I acknowledge that there is limited privacy in the workplace. Caruos said we're going to have to discuss this further.

Caruso said this is a real issue to me, and a counter proposal will be coming.

He said there's lots of terminology in here - the word "bias" and "disloyalty." He said we're going to have to have lots of discussion. We need to give definition to these terms. We need to have an acceptable standard of behavior. He said I think we need to reach common ground and exchange proposals.

He said this Employee Handbook has some things which are not typical, way out of the ordinary. They are inflammatory. He said you have a right to expect certain ethical behavior, but we're going to have more discussion about the Handbook. He said the Employer's expectations need to be reasonable.

I said let me tell you where we are going with our proposals. When we're done with this process and we've reached the Agreement, the Collective Bargaining Agreement is going to govern these employees, not the Employee Handbook. That's why we're making proposals on benefits and putting them in the contract. We're proposing to maintain the same level of benefits, the same as is in the Handbook.

Then he talked about a code of ethics. He said, Michael, I think you would agree that we have the right to negotiate that. I said, well, I don't know that I agree with that. You need to read *The Newspaper Guild of Greater Philadelphia*, which says that the Employer may unilaterally put in place a code of ethics and discipline people for it. So I don't agree. He said, well, he thinks if it's a working condition, he needs to be able to discuss it.

He then said I certainly hope you don't plan to put in the Collective Bargaining Agreement Wendy McCaw's December 5, 2006 letter, which we regard to be inflammatory.

He then said he would be getting us a document. I asked if we were going to get it tomorrow. He said no, not tomorrow, sometime this week. He's not going to be able to do that tomorrow. Apparently, there are a couple of items in our proposal that he's having reviewed legally before he reacts to it.

The union then called a caucus at approximately 3:55 p.m. Shortly thereafter, Caruso came out where Scott and I were sitting at the coffee bar and said let's adjourn for the day. We'll resume tomorrow morning at 9:30 a.m. So the meeting adjourned at about 4:05 p.m.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
February 14, 2008

The parties met at 9:30 a.m. at the Fess Parker Doubletree Hotel. Present for the Company: Scott Steepleton and Mike Zinser. Present for the union: Nicholas Caruso, Ira Gottlieb, Tom Schultz, Melinda Burns, Dawn Hobbs, Dennis Moran, and Lynn Ward. The meeting began at 9:35 a.m.

The meeting started with the Company giving the union Counter Proposal No. 23, addressing Medical Health Insurance. Caruso asked if it was verbatim from the Handbook. I said no. The Handbook shows that we have three options, but today we just have two. The POS option is no longer available. He asked when that went away, I told him I would find out for him.

I told him we made another change. If you look at the current Handbook, it indicates that the premium sharing is determined at the discretion of the Employer. What I'm doing here is telling you what the current share is, and further stating that in the event the percentage of the total premium is changed by *News-Press*, employees covered by this Agreement will pay the same percentage of the total premium as employees not covered by this Agreement. I also said that the sentences that reads: "The *News-Press* shall have the right to change the provider/company" is not from the Handbook. We have that right. It was not articulated in the Handbook, so we put it in the proposal. He said he would take a look at it and get back to us on it.

He said our Short Term Disability Proposal was okay, as well as Military Leave. He and I initialed those.

He then said he wanted to address our Grievance Procedure. We first discussed Section 1, which is the definition of a grievance. Caruso was concerned about grievances being limited to violations of **express** provisions of the Agreement. He gave an example whereby we agreed to a paragraph. However, you can't write into a contract everything the parties agree to. So, while we reach an understanding across the table on the meaning of that clause, we may have a dispute about it later. I said in that example you could still file a grievance about it. I said I have been in arbitration cases before where we have testimony about the bargaining history. So we might have a disagreement about the bargaining history, but you certainly could allege there was a violation of that section of the Agreement. Then we would argue about it.

Then he walked through the steps in Section 2. He read them aloud. I don't know if he was trying to waste time or what. He'd had it since yesterday, but he took the

time to read it aloud. Then we got to the end of it. He said I kept looking for step 5, and there is no step 5.

Then he started talking about the fact that there's the absence of arbitration. Having a neutral dispute resolution process is very important to us. Caruso said specifically the fact that he doesn't see how we could make this proposal given the events that have gone on here. He said you would have to know this is predictably unacceptable. I told him that's not the standard. You don't get to decide unilaterally what's going to be in the Collective Bargaining Agreement. You simply have to bargain. Are you saying we don't have the right to propose a Grievance Procedure without arbitration? He said I'm not saying that. He said I can understand that you want it. I then asked Caruso if it was the union's position that there's no circumstance under which it will agree to a Grievance Procedure without binding arbitration by a neutral party. Caruso responded I'm not going to let you get me to an impasse so easily. He said words to the effect of when we get to the point where that's our ultimate position, I'll let you know. I said well that's good to know. That kind of tells me that you're not saying there's no circumstance under which you'll agree to a procedure without binding arbitration.

I pointed out to them that this proposal is a big change. We provide for union representation to file a grievance. That does not exist now. We have provided a multi-step process that creates lots of opportunity for dialogue and possible resolution.

Ira Gottlieb went back to the discussion that I had with Caruso about Section 1, Definition of a Grievance. In that discussion I was talking about a past example I had with another Company involving arbitration over the bargaining history. Gottlieb said we didn't think you were talking about Wendy McCaw or Arthur von Wiesenberger when you were giving that example. The problem with that is that's spin doctoring. I was talking about a past case I had where an arbitrator was dealing with bargaining history. At one point I said the problem is you're not repeating what I've said, you're putting spin on what you're hearing.

Caruso said that it just doesn't seem right that Wendy McCaw and Arthur von Wiesenberger can sit in judgment on their own decisions. At one point I said you're making a mistake when you assume that the Publishers are making all the decisions. That's a flaw in your analysis. Gottlieb then repeated the testimony at the hearing that the people who were fired were fired by Scott Steepleton, not Wendy McCaw. He used the phrase "supposedly."

I then said, look, I'm not here to re-try the hearing. Let me just tell you that *Santa Barbara News-Press* believes that all the actions that it took were proper. You don't agree with that. So there's no sense in our arguing about that. That's in another forum.

At one point in the discussion I said that the reason that we're proposing this is the Publishers want to retain the final say on these decisions. They do not want to relinquish that decision-making power to the third party. Ira said he thinks that's bad

faith. I disagreed. I challenged them. I asked, are you saying that the *Santa Barbara News-Press* does not have the right to make a Grievance Procedure Proposal without arbitration? They wouldn't say that. Ira made some veiled threat of another unfair labor practice charge.

I told them you approach this from the wrong premise. You approach this from your premise that you believe that the Company did everything wrong. The Company believes it did everything right. So from our point of view, there's nothing unfair at all about the ownership retaining this decision-making authority.

They tried to say that we weren't giving them reasons why we wanted our proposal. That's not true. They don't like the reasons.

At that point, Caruso said, well, let me just say this. Your proposal is too "subjective." We want to find a problem solving mechanism that is more objective. I certainly hope the Employer will revisit this.

At that point he asked if we had some of the information he requested yesterday. I said we are working on it. He asked couldn't we just pick up the phone and call somebody. I said look we're working on it. We will get it to you. At that point we called a caucus at 10:35 a.m.

During the caucus we got the Summary Plan Description for the Long Term Disability Plan, and I gave that to Caruso. We also made a phone call to Yolanda to see where she was on the other information requested. Scott was unable to reach her. Before she arrived at work this morning I had emailed her a letter summarizing the information that we wanted her to compile for us. At 11:07 a.m. I called Caruso to say our caucus was over. He said they were working on something and they would need another 20 minutes. I said that was fine. I told him we didn't have anything new at this point. He said we'll come back in 20 minutes, and we'll see where we go from there. At 11:10 a.m. I phoned Caruso and left a voicemail for him. We learned that the Point of Service Option under the Medical was eliminated four or five years ago. It had just become too expensive an option. I left that message on a voicemail.

We got back into joint session. The union signed off on Long Term Disability. We initialed that.

The union gave us a new Hours of Work and Overtime Proposal. The only portion that he really discussed was Section 7. They wanted to make sure we understood its intention. Section 7 addresses a situation wherein an employee comes back to work the next day with less than 10 hours rest in between shifts. To the extent you're back before 10 hours has passed, you get paid time and a half until the 10-hour window is up. We took the proposal under advisement and said we'd get back to them.

Caruso then asked if we had any of the information he had requested yesterday. I said we were working on it. We may have some of it for him today. He then asked about

the employee discount. I said, well, we're having the Advertising Department investigate it. As I understood your questions yesterday, you wanted to know what type of ads would be allowed. Caruso then said, well, maybe we can agree upon this without worrying about that. That struck me as funny. Yesterday he wanted to know what was permitted. I told him we want to get a handle on how it's operating now.

We broke for lunch at noon or five after.

We resumed at 1:45 p.m. We gave the union Company Counter Proposal No. 24 (Bulletin Board). This was approved by Barry Cappello during the lunch break. I told the union that what we wanted to do with the rest of the afternoon was to take an extended caucus. We would make the determination of what other proposals we intended to make as initial proposals. We also wanted to study their Wage Proposal and give the union our initial Wage Proposal, which we haven't done yet. I said we want to do that if that's okay with you. Caruso said that was fine. Then he called a caucus at 1:50 p.m.

The union caucus was over at 1:56 p.m. They left and Scott and I were in caucus for the remainder of the day.

Note that the Bulletin Board Proposal we gave the union is very close to one that the United Steelworkers of America agreed to at the *Beaver County Times* after long negotiations.

Before they left, Scott had brought with him some custom M&M's. On the M&M is "I love the News-Press." He offered the M&M's to everybody in the union's bargaining committee. Everyone took some, and even laughed about it, except Melinda Burns. She refused them. Scott said to Caruso "from one fiercely loyal employee to the others." Everybody laughed, except Melinda Burns.

L. Michael Zinser

GCIU

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION
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e-mail: ncaruso@gciu.org

NICHOLAS CARUSO, INTERNATIONAL REPRESENTATIVE

February 18, 2008

Michael L. Zinser
The Law Firm
414 Union Street, Suite 1200
Bank of America Plaza
Nashville, Tennessee 37219

Dear Michael,

I am writing to follow up on our negotiations of 2/15/08. Due to the abrupt ending of the session, I forgot to discuss a matter that I believe is in the best interest of the parties if we are to make any serious progress in these negotiations.

I have been keeping the mediator assigned to us from the Federal Mediation and Conciliation Services aware of our meeting dates so he may accessible in the event we need his assistance. Commissioner Jim Rucks is available when we next meet and I feel that his involvement may move some things along. As a matter of courtesy, I would like to give him as much advance notice as possible.

I will be traveling so please call me and let me know if you are agreeable to the use of the mediator.

I would also like to have the hours and earnings spreadsheet updated, since my original request was for the most recent 12-month period and we now have the all of 2007 behind us. We already have most of the requested information so this is not that urgent and can wait until we get back together on the 25th.

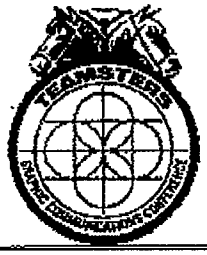
If employees are hired into the newsroom since the spreadsheet was originally distributed, please update. I do not need hours worked or earnings. I would like name, job classification, rate and date of hire. If you have questions, let me know.

Sincerely,

Nicholas Caruso,
International Representative GCC/IBT

CC: Union Committee

GRAPHIC COMMUNICATIONS CONFERENCE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



COPY

FACSIMILE TRANSMITTAL SHEET

TO: Michael L. Zinzer	FROM: Nicholas D. Caruso
COMPANY: The Zinser Law Firm	DATE: 2/21/08
FAX NUMBER: (615) 244-9734	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER: (615) 244-9700	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Michael,

I faxed this email along with a cover stating: *I am out of the office this week in negotiations. If you need to reach me it is best to email or call.*

My office phone shows a call was made for your office message 2/18/08 at 8:54 am, but there was no message. I wouldn't have mattered since I wouldn't have heard it until today. In the future you may better luck reaching me by cell phone or email as I have suggested several times.

I followed up on my letter by phone with the mediator and he said on Tuesday he would call you.

GRAPHIC COMMUNICATIONS CONFERENCE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
INTERNATIONAL REPRESENTATIVE
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GRAPHIC COMMUNICATIONS CONFERENCE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
February 25, 2008

The parties were scheduled to meet at 9:30 a.m. at the Fess Parker Doubletree. Present for the Company: Scott Steepleton, Dugan Kelley (Cappello and Noel), and Mike Zinser. Present for the union: Nicholas Caruso, Ira Gottlieb, Lynn Ward, Dawn Hobbs, and Tom Schultz.

At 9:15 I called Caruso and told him we would need a few minutes. When I talked to Caruso I told him that last week the Federal Mediator had contacted me. The mediator told me that Caruso wanted him to join the talks. I told the mediator I thought it was premature for a mediator to join the talks. However, I invited him to come to the meeting and just introduce himself and explain the mediation process, and he said he would be doing that some time mid-morning, February 25.

The union appeared at 9:55 a.m. Caruso started out the meeting by saying that he wanted to go back to the discussion of the **Harassment Policy Addendum**. He said we had a heated exchange. He said when I see that extensive change in the addendum, I want to be in compliance with the Handbook. He said the Handbook is what controls while we're negotiating a Collective Bargaining Agreement. He said we need to understand it.

I understand that the training law in California was passed in 2004. Every two years we have to do training. It is my understanding that here it was the supervisors that were trained and not the rank and file employees.

He said the Statute deals primarily with sexual harassment. He said some of the elements may be reasonable changes. Caruso said my concern with this has to do with the administration part of it. He said I'm concerned about the letters that went out from Yolanda.

I then interjected and said I don't know why we're discussing that. I think we should be talking about the Collective Bargaining Agreement going forward. I think you said last week that you might be making a proposal about the Harassment Policy. I think if after your review of it you believe you need to counter propose to it, I think you should make a proposal. Then we'll deal with it in that context. I think we need to be trying to figure out what we want to be in the CBA. Caruso indicated agreement with that approach.

At this point Caruso said he wanted to know whether I was going to be making any more proposals from the Handbook to go into the contract. I then directed him to our

Proposal No. 31 (Employee Handbook) that we gave the union at 4:08 p.m. on February 15, 2008. I said we have given you proposals in two broad categories. Category 1 involves employee benefits, like healthcare, insurance, disability, holidays, etc. I think these need to be in the Collective Bargaining Agreement. In some cases we've proposed the Handbook language with additions that explain it further. It explains how we're operating it now. Since we're going to have a Collective Bargaining Agreement, it needs to be more definitive. The second broad category would be proposals we've made in response to yours or items that need to be in every Collective Bargaining Agreement, like a signature page and like a separability proposal.

With respect to things that are employee policies, I believe right now we are of the mind that we want the Handbook to control, unless we've put it in here. We do note that we have made a Discipline and Discharge Proposal and a Management Rights Proposal. Other than to the extent we've already done so, I do not believe it's our intention to put more from the Handbook in. That's why we have Company Counter Proposal No. 31. However, we will review the Handbook and let you know if we're going to do more.

Let me make an important point. I'm not going to limit this side of the table. I'm going to reserve the right to make new and additional proposals as negotiations proceed. In fact, I believe you've done the same thing in writing on your proposal. He acknowledged that he had. I said that's normal. That's part of the process. I'm not going to be in a position of limiting us. For example, right now we want the Handbook Harassment Policy to control. You may make a proposal to go under the contract, and it may be prudent for us to make a proposal to go under the contract in reaction to it. So we may, as negotiations proceed, find ourselves making more proposals addressing policy.

He said, well, you know, **disloyalty** – that may not be too bad if we have a definition of it. He said the problem is the mechanism we have to resolve disputes is tainted here. We need to have **"just cause"** in the Collective Bargaining Agreement. He said he'd rarely seen **"at will"** as the standard in the Collective Bargaining Agreement. He said that is why just cause is so important.

Then he gave some silly example of a rule requiring everybody to wear a blue shirt. He said that's an unreasonable rule, and I don't believe that sharing that with the media should be a violation of the confidentiality policy. Then he went back and said it would be very good for both parties to have a neutral decide our disputes.

He said the history of administration at this newspaper of discipline and discharge is why we have to have this discussion.

He said he had a question. He asked if there was a hiring freeze. I asked what the source of his information was. He said it is my understanding Scott Steepleton has told employees there's a hiring freeze. I asked why that was important. I'm not saying there is or isn't a hiring freeze. So what. What does it have to do with the collective

bargaining process? Caruso replied that it has an impact on them. It may impact them as far as workload. It may cause them to make a different Wage Proposal.

Then Gottlieb said he was concerned about the atmosphere. He said it has to do with the whole atmosphere. I said I think it's incumbent upon these two committees to focus their attention on negotiating a new contract. I said I'm here to negotiate a Collective Bargaining Agreement. I'm not here to discuss how Ira Gottlieb perceives the atmosphere in the newsroom. I think to the extent we can, we ought to focus on that.

Caruso then said that he was going to be looking at things. They were going to go back to his room and caucus. He said that he was in room 850. Both parties caucused at 10:32 a.m.

At about 11:00 a.m. **Commissioner James Rucks** of the Federal Mediation and Conciliation Service came into the meeting room and introduced himself. He explained the mediation process to Scott, since this was Scott's first time in collective bargaining. He made it clear that he was a facilitator; has no authority to require the parties to do anything; usually only comes in when both parties are agreeable. I had expressed to him that I thought it was premature for him to enter the talks. He comes from a management background. He worked for Tenneco in Bakersfield, California in management. He's been a mediator for about five years. He explained that he's a taxpayer funded independent agency of the federal government. He chatted with us until about 11:20 and then left to go to Caruso's room to explain the mediation process to the union's committee.

At 12:10 p.m. we had not heard from the union. I called Caruso's cell phone and said we were going to get some lunch. He said he was still talking to the mediator. He was telling the mediator what a big fan of mine he was. I said well in that case, take your time. He said when they finished talking with the mediator they would grab lunch too, and he would call us.

At 1:10 p.m., while were eating lunch, Commissioner Rucks came by our table. He said he had just finished his meeting with the union.

At 1:10 p.m. Melinda Burns joined the union committee at lunchtime.

At 4:13 p.m. Caruso called and said they were ready to come back in the room. He said they were making photocopies, and they would be right in.

The union finally came back into session at 4:27 p.m. Caruso said that they met with the mediator. He disagrees with the Company about using mediation now. However, he is going to acquiesce for the moment. At that point I handed him across the table a letter indicating that we were opposed to mediation and that we were gathering the information he had requested.

He said he wants to emphasize that there are two obstacles to progress. We need to have a **neutral arbitrator** to resolve disputes, and the **"just cause"** standard for discharge. He said we need to work through that.

He then gave us a **Jury Duty** Proposal. The thrust of the union's new proposal is to propose language that accommodates night shift employees. The union doesn't want a situation where a night shift employee spends all day long on jury duty and then has to work a full shift at night.

The union then gave us a proposal titled **Employee Classifications** and described as a counter to *Santa Barbara News-Press* Proposal No. 19. This proposal addresses full time, part time, and temporary employees. It modifies the union's last proposal, in that it goes to our 40-hour definition of full time status. However, it's internally inconsistent with respect to whether part-timers get or do not get benefits. At the last bargaining session the union made a proposal on health insurance backing away from proposing health insurance for part-timers.

Their **Temporary Employee** Proposal is similar to the one in their Initial Proposal.

They then gave us their **Bulletin Board** Proposal. This proposal differs from their last one, in that it provides that the Newsroom Manager shall have a key to the bulletin board, as well as the Shop Steward.

The union finally gave us a **Grievance Procedure** Proposal. It is nearly the same as their last proposal, with the exception of shortening the time frames in Step 1 and Step 2. He realized he'd make a mistake and skipped 3 and said we should review it carefully to see where it differs.

He said that tomorrow they plan to present us a Discipline and Discharge Proposal. They're going to work on it tonight so they can give it to us first thing tomorrow morning.

I then gave the union the following four items:

1. **Response to Union Questions Concerning Confidentiality Policy and Conflict of Interest Addendum**
2. **Response to Union Wage Proposal of February 12, 2008**
3. **Explanation of "Merit" in Our Wage Proposal**
4. ***Santa Barbara News-Press* Position on Wage Adjustments as Negotiations Continue**

At that point the meeting adjourned.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBP
February 27, 2008

The parties were scheduled to meet from 9:30 a.m. until noon today. The meeting was at the Fess Parker Doubletree. Present for the Company: Scott Steepleton, Dugan Kelley, and Mike Zinser. Present for the union: Nicholas Caruso, Ira Gottlieb, Melinda Burns, Dawn Hobbs, Tom Schultz, Dennis Moran, and Lynn Ward. The union arrived at 9:36 a.m.

Caruso asked about bargaining availability. I had available dates. I said I can tell you March is pretty much out of the picture. I have a big NLRB trial, and between preparation and trial days I'm going to be pretty occupied. I said I believe we'll have to look at the first week of April. I asked him what were the Thursday and Friday that week, and he said April 3 and 4. I said I'll have to check my calendar, but I believe those are good days. I will confirm this in writing. He asked if I had other available dates. I said that's all I have at this time. He said he wanted to let the mediator know to see if he's available. I said we have not agreed to mediation. Both parties have to agree. One party cannot insist. Ask Ira. He should know that. I told him at this time, we are not agreeable to mediation. I said if that should change between now and the 3rd and 4th of April I will be sure to let you know.

He asked if we had anything for the union. I said not at this time. We're working on some things, but they're not finished. He said we have something for you.

He pointed out that in the updated Wage information we gave him yesterday it did not have hours, and it did not list any new employees. I asked if the first one we gave them showed hours. He said yes it did. I told him we would get that for him.

Then he wanted to know the source of our information about the wages. I said the **Newspaper Association of America,** Washington D.C. He apparently was going to say something. Then he muttered I won't comment, I need to do some more checking.

He handed us a document titled "Union Response to Company 2/26/08 Response on Union Counter Proposal Discipline and Discharge." At this point he began to get angry, red-faced, his voice raised. He then began to read his position to us aloud. He said there's no way we should have understood that as a fixed progression. He said he's never heard of fixed progression. At one point I asked him when I could respond because I didn't want to interrupt him. He said go ahead. I said your experience must be awfully limited. I've been doing this for 32 plus years. I have often had unions make proposals in the disciplinary area requiring a fixed progression. Your words say "Corrective action **shall consist of** verbal warning, written warning, suspension from work without pay,

discharge." When you presented it to us, you used the term "progressive discipline." It's its plain meaning. He said well you should have asked a question. Our intent is not that it was fixed. I said it's sloppy language. You should write better words. The plain meaning you have here is it was a fixed progression. I said, obviously, you're embarrassed by what you wrote. He, at that point, said the Company's position was totally obsessive.

He said I am obsessed about how you've twisted what we've proposed here. Again, I took him to task for the words that he used. I said, look, I've had questions about some of your proposals before. For example, yesterday I didn't understand how you meant Section 8 to apply, with respect to Reduction in Force. I had a question, because it was confusing. This Progressive Discipline Proposal was crystal clear.

With respect to item 3, he said words to the effect that we understand you need to put out the newspaper. We need to be reasonable. He said the focus should be on the behavior, not just the power to act.

With respect to his item 4, he just read it. I don't recall that he said much about it. He said if I come off as being heated, I don't care. He just read 4 and didn't comment on it much further.

He then said I'm frustrated by your side of the table. Everything you propose is about control.

He said we gave you Grievance language yesterday. I hope we get some sort of rational response.

He said I've tried to listen to your concerns. He then talked about the general status and lack of progress of negotiations. He said he was frustrated. He said you want nothing more than what you have in the contract now.

He asked again if we had anything more for him. I said not at this time. I asked if he had anything more for us. He said no, and he wasn't going to today. He said we're going back to room 850. He said if you have anything for us, call us. I said if you have anything for us, call us. He said we're **not** going to have anything for you today.

He said we've tried to offer the olive branch across the table.

He said we'll be in room 850. He said if we get together again, we get together again – I don't care. They caucused at 9:58 a.m.

During our caucus Commissioner Rucks called. He confirmed that FMCS would agree to mediate grievances as the final say in the grievance procedure, if it was agreed upon by the parties.

At 11:24 I called Caruso and told him I proposed we adjourn. He asked if we had anything for them. I said no. We're not going to be able to do that today. I don't want you to just be sitting there. That's why, as a courtesy, I am calling to suggest we adjourn. He said fine, we're adjourned. Click.

L. Michael Zinser

PRIVILEGED AND CONFIDENTIAL
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
April 2, 2008

The parties met at 10:00 a.m. at the Hotel Oceana meeting room. The Fess Parker Doubletree was unavailable today. Present for the Company: Travis Armstrong, Dugan Kelley, Mike Zinser. Present for the union: Nick Caruso, Dawn Hobbs, Melinda Burns, Dennis Moran. At 9:52 Caruso said he was ready to start. We originally were going to start at 9:30, but due to the fact that we moved the location from the Doubletree to the Oceana, we agreed to a 10:00 a.m. start.

We got into joint session at 9:55 a.m. Caruso said that Lynn Ward had gone on to other things and would no longer be part of their committee. Tom Schultz would not be here today. Ira Gottlieb will not be here today. He indicated he would talk to Ira during a lunch break to determine whether Ira will be here tomorrow.

I then gave Caruso the summary plan description for vision care and the updated 2007 wage document that included hours that he'd requested last time.

He looked at the vision document and asked if we'd agreed upon it. I told him we've agreed on long-term and short-term disability, but I don't believe we've agreed upon this.

I then gave him **Company Counter Proposal No. 32 (Grievance Procedure)**. I explained to him that all the time limits are in bold because we've changed everything to calendar days. I pointed out that Steps 4 and 5 were new. We are proposing grievance mediation through FMCS. While we are not proposing arbitration, we are giving them a shot to have a neutral try to resolve the parties' differences.

I then gave him Counter Proposal No. 33, which **withdraws** from our Proposal our **No Strike Proposal**. I pointed out to him that in view of the fact that we are not providing for arbitration, we are withdrawing our No Strike Proposal. He asked if they were contingent on each other? I said no they're not contingent. He asked if it was just the logic behind the Proposal. I said yes.

He said he needs to mention that there are some core issues that we've got to get over. He listed those as Discipline and Discharge, Grievance and Arbitration, and Management Rights. He said I'm not really so concerned about Management Rights if the rest of the situation is in order. With respect to Discipline and Discharge, we need to have the concept of "just cause," and we need to have an outside third party be the ultimate decider of these disputes. He said if we can get that done that will go a long way to getting a contract. I think that's what both parties are here to do.

He said the Employer thinks we need to keep our disputes private. He said if we have an agreed upon method to resolve them, there's no need for us to go to the media, have press conferences, etc. An outside third party can review the testimony of evidence and make a decision. Without just cause in it, it's just puzzling. He said you've asked some questions about our reaction to your Proposal. I guess that's fair game.

He said over the next two days we need to have some discussion. What is "disloyal"? What is "bias"?

We need to discuss what are our trade secrets. What is considered confidential information? If we have a method of resolving our disputes, there's no need to go to the public. He said we're not as concerned if there's a safety net out there.

He said we'll discuss and answer your item 4 **(Expectation of Privacy)**. I said when we discussed it the first time, you said something to the effect that you were going to give us a Proposal. You did not say Counter Proposal, but you said we will "get back to you." He didn't seem to remember whether he said that or not, but he said that he would be willing to put something in writing.

At 10:10 a.m. the union called a caucus.

At 10:56 a.m. Caruso called by cell phone. He had said they were going to draft a Counter Proposal to our new Grievance Proposal (Company Counter Proposal No. 32), as well as our Expectation of Privacy language. He didn't know if he would finish before lunch. He needs to break for lunch before noon because he has a conference call that he must participate in. He is going to call us and let us know. At 11:35 a.m. Caruso called and said we should go ahead and go to lunch and come back at 1:30. He was still in the drafting process.

At 1:30 p.m. we returned from lunch. The union was not ready. They were still in their caucus. They were going to call us in about 15 minutes. At 2:02 p.m. Caruso called and said they were ready. He told us to wait five minutes and then come over.

At 2:10 p.m. the union gave us two Proposals. The first addressed Section 4 of the Company's Discipline and Discharge Proposal, **Expectation of Privacy**. With respect to search of personal property of an employee, they're proposing that there be a probable cause standard. He's not proposing a specific definition of probable cause, but rather you look at the facts and circumstances of each case. He noted we had a definition of probable cause in the substance abuse part of the Company policy there, but he said that probably doesn't really apply here. He also said he wants to move this to the Management Rights section of the contract. He said it's a better place for it. He said he doesn't like our concept that Discipline and Discharge is punishment. He then went to his response to our Grievance Proposal of this morning. He said this procedure loses its legitimacy without arbitration. He said he doesn't think we need to refer to the "express" provisions of the Agreement. He just doesn't think that's necessary

With respect to Step 1, they didn't really change anything. With respect to Step 2, he said he's okay with the grievance being presented to the Associate Editor. He said he understood at one time the Company was looking to hire a Managing Editor. If we wanted to substitute Managing Editor, they don't care. I'm not quite sure why that gratuitous comment was necessary.

In Step 3 they have a sentence that says at Management's discretion the Publisher may be present at the grievance meeting. He said they didn't want to exclude anybody.

Step 4 is the mediation step that we had proposed this morning. He has modified it somewhat. He provides that either party can submit the grievance to FMCS. He adds a phrase that the mediation session will be held within a reasonable period of time after the decision of the Human Resources Director.

Our Step 5 has been deleted in its entirety. The rest of their Step 5 is unchanged; it's binding arbitration. I believe he said Section 2 on page 2 is also unchanged.

Then he again waxed eloquent about the need for there to be just cause. He repeatedly referred to a grievance procedure without just cause and arbitration as not legitimate.

He then went on to say that he may be being redundant but he is going to say some things. I said, "If it's redundant don't say it." He said I'm going to say it and you can decide if it's redundant. He said it's worth emphasizing that there are these core elements for there to be a legitimate agreement. He said the Employer should not be afraid to have a neutral examine their actions. He said there are just some things that need to be agreed to. You have to agree to them to acknowledge the union's presence.

Two elements he says he has to have are "just cause" and "arbitration."

He said his original language on Discipline and Discharge was kind of vague. He talked about violation of reasonable rules. He said if people violate reasonable rules you have to take action. He said I think we need to find a more collaborative way to deal with work assignment type issues. He said the reporters can't be afraid to do their job. He said there are issues that we are going to need to have a heart-to-heart discussion about. Once a supervisor says something is okay, the employee should not be punished for it later.

When he finished with his short presentation on core elements, I said that we would like to caucus to review and discuss the two Proposals that he presented to us. The Company caucus began at 2:30 p.m.

At about 2:58 p.m. Caruso stuck his head in the conference room and said he wanted to speak to me privately. I told him I was in the middle of drafting something. I went outside and met with him. Here's the issue. He said that today Yolanda and Scott jointly got on the phone, talked to Dennis Moran, and told him he had to come to work after negotiations. He said he thought the whole idea of the employees giving us the seven days advance notice was that they would be allowed to be off without pay on those days. I told him I would look into it. This is the first I'm hearing about it.

We called Yolanda, Scott, and Barry Punzal. On Monday of this week he was asked to help out tomorrow night on copy editing after negotiations, and he readily agreed. We're short-handed because Lynn Ward quit. Back in February when we met, he worked a number of times after negotiations were finished. What's clear is that there was no conversation on the phone today with Scott and Yolanda. That didn't happen. The Company caucus was over at 4:15 a.m. We spent a lot of time nailing down the problem with Dennis Moran. We also drafted a Grievance Procedure Counter Proposal and prepared the list of computer equipment that he had requested. I also pulled Caruso aside in a sidebar. He then went to talk to Moran. Moran will be in to work tomorrow. Caruso said he just wanted an understanding that when these people ask for time off for negotiations they aren't always going to be expected to work a full shift after they negotiate all day. When I told him that Yolanda and Scott never had him on the phone and talked to him, he said he misunderstood. His supervisor Punzal told him that Yolanda and Scott had told Punzal that he was going to always be required to work a full shift after negotiations.

We went back into joint session at approximately 4:20 p.m. When we got into joint session we gave the union several things. First, we gave them a list of the computer equipment in the department to which the employees have access; this was prepared by Yolanda after consultation with Travis Armstrong about the computers in the department. We gave the union **Company Counter Proposal No. 34 (Grievance Procedure)**. This Proposal modified our Step 4 only, to provide that in the grievance mediation step the grievance went directly to FMCS instead of to an individual, Jim Rucks. We also agreed that the mediation would be scheduled "within a reasonable period of time after the decision of the Director of Human Resources in Step 3." In addition, we added a new Section 3; the union had proposed this and this was a section that said that the time limits were mandatory requirements. However, we did not agree to add the concepts of just cause and binding arbitration. In reaction to the union's claims that a procedure would not be legitimate without just cause and binding arbitration, we stated:

> "Thousands and thousands of Employers have written procedures for resolving workplace disputes **without** the concept of just cause and arbitration. The union seems to be saying that these employment relationships are not legitimate. *Santa Barbara News-Press* strongly disagrees with that premise."

We then gave the union a document titled **"Response to February 26, 2008 Union Addendum Regarding Reasonable Productivity Standards."** This document

states: "Establishing productivity standards is a traditional Management prerogative." We specifically explained that our comments on story length were directed at "byline" stories. It then goes on to state that most of the factors the union presented were not legitimate factors that a reporter could use to justify low productivity. At that point the union said it wanted to caucus. Upon reflection however, Caruso suggested that we might as well adjourn because this caucus was going to last at least a half an hour. Therefore, at 4:30 p.m. the parties adjourned.

L. Michael Zinser

PRIVILEGED AND CONFIDENTIAL
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
April 3, 2008

The parties met at 9:30 a.m. at the Fess Parker Doubletree Hotel. Present for the Company: Travis Armstrong, Dugan Kelley, and Mike Zinser. Present for the union: Nick Caruso, Dawn Hobbs, Melinda Burns, and Dennis Moran.

We went into joint session on time at 9:30. Caruso went immediately to our **Counter Proposal No. 34 on Grievance Procedure.** He said he wasn't going to be making a Counter Proposal, however he did want to react to bargaining note **number** 7:

> *Santa Barbara News-Press* rejects the notion that a grievance procedure without "just cause" and "binding arbitration" by a neutral is illegitimate. Thousands and thousands of employers have written procedures for resolving workplace disputes without the concept of just cause and arbitration. The Union seems to be saying that these employment relationships are not legitimate. *Santa Barbara News-Press* strongly disagrees with that premise.

He said we had to recognize that there's a union here. I told him we do recognize that. We recognize you, and we're bargaining with you. When you were saying that the only legitimate dispute mechanism must have just cause and binding arbitration, we disagreed with that. He said you have to compare apples to apples. He said, when he was talking about unionized situations, more contracts have binding arbitration than do not.

I then said to him that both you and Ira Gottlieb acknowledged the Employer's right to make a Proposal without the concept of just cause and binding arbitration. You've acknowledged that. You may not like our Proposal, but liking our Proposals is not the standard. Both of us have an obligation to collectively bargain a contract. Through the Proposal and Counter Proposal process, hopefully we can reach agreement.

He then went to our **Response to Union Addendum Regarding Reasonable Productivity Standards.** He said he was going to address that one by one. He said the reason that he proposed the addendum is our Discipline and Discharge Proposal. People can be "punished" for not meeting the productivity standards. He said what he's concerned about is the administration of the Agreement. Standards need to be reasonable.

Degree of Story Complexity – He disagrees with our response. He believes it's a valid factor. He doesn't want to admit that a reporter might drag out the time it takes to write a story.

Preparation of Graphics – He says sometimes that comes into play.

Reliance on Others – He noted that we acknowledged it could be a factor.

Number of Bylines – He said that bylines aren't the whole story.

Story Length – He really took umbrage to what we were saying there. He said, "I'm puzzled by this." He said I don't understand why you would look for 15 column inches.

He said we should be finding something reasonable that everybody agrees with. I told him that setting productivity standards is a natural, inherent Management right. He said you have the right, but you also have the obligation. He said the reporters should be able to produce quality, not just quantity. I said at the end of the day what we're telling you is that we should be able to expect the reporters to generate a certain volume of stories. I told him these factors he's listed seem to be a list of excuses to justify poor productivity, and at the end of the day "that old dog won't hunt."

Necessity of Research – He disagreed with that as well.

Conflicts with Non-reporting Duties – He said Lynn Ward has left. That's going to affect staffing. Dennis Moran is going to have to do copy editing. That might affect his story productivity. It might not, but it might. He thinks that's a legitimate factor.

He then digressed. He said at the 10(j) hearing the Company said it was changing the way it makes assignments. Are you aware of that? I said no. He said it's too bad Scott isn't here. He would be able to answer that question. Note: At this point Hobbs slipped Nick a note.

He asked if we were going to replace Lynn Ward. I said I don't know. She just quit. I said why don't you put whatever questions you have in writing, like you've been doing, so that there's no misunderstanding about what you're asking for. He said he would do that.

Workload Demands – He believes that is a factor and disagrees with what we said. He said you may be working five stories simultaneously. He said you may be busy but not productive.

Travel Time – He acknowledged that we acknowledged that it could be a factor because of the size of Santa Barbara County.

Staffing Levels – He said Lynn Ward's departure is a reduction in staff, and it's going to impact what other people do.

Experience – He didn't disagree with what we were saying there about "basic competence."

At this point he went into what I will call "the speech." I told him he keeps repeating this over and over again. It's consuming a lot of time. I said at the end of the day I don't disparage your right to make your Proposal, but we have the right to make Proposals too. He then said I'm pretty sure everybody knows what your rights are and what our rights are. I said the standard under the law is not "Do I like the other party's Proposals?" Lots of times things end up in Collective Bargaining Agreements that one party or the other doesn't like. The issue is whether you have the right to make the Proposal. I'm not going to disparage your right to make Proposals, unless you're talking about permissive, non-mandatory subjects. Otherwise, I think it's a waste of time for me to criticize you for making a particular Proposal. As long as it's a mandatory subject of bargaining, we're just going to have to deal with it. We may not agree with it, but it doesn't make any sense to complain about your right to make the Proposal.

I told him no matter how many times you give "the speech," it's not going to affect the Company's decision to make its Proposals on mandatory subjects. We should get beyond that and deal with the substance of the contract.

At one point I told him that I've had cases involving productivity levels in the Newsroom. At the end of the day, the decision maker said Management has the right to set the productivity standards. In my case, the reporter was using factors like you've listed as their excuse for not meeting the productivity standards. The decision maker didn't buy it, and that case said the Employer had the productivity expectation of, on average, one byline story per day. That was considered reasonable.

At that point I asked Caruso if he had anything new for us. He said no. I said we would like a caucus to discuss the Privacy Proposal you gave us yesterday afternoon at the end of the day. The caucus began at about 10:15 a.m.

During our caucus we prepared the following:

1. **Counter Proposal No. 35 (Reduction in Force)**
2. **Counter Proposal No. 36 (Bulletin Board)**
3. **Counter Proposal No. 37 (Death in the Family)**
4. **Counter Proposal No. 38 (Discipline and Discharge, Section 4)**

The Company caucus was over at 11:45 a.m. They didn't come into joint session until 11:55 a.m. I distributed all of the above-referenced items. Caruso didn't react to those at all.

He took umbrage to my previous statement, when I referred to his list of factors impacting productivity standards as "wiggle room" for an employee not to do his job. He said there's no intention on our part for this to be excuses for not doing our job. Caruso stated that we just think these are considerations that should be looked at when you're evaluating whether somebody met the productivity standards. Caruso then said I hope you're not insisting on being unreasonable.

I said, look, this Employer is certainly going to believe that any productivity standard that it sets is reasonable. I don't know any Employer that intentionally says I think I'm going to introduce something that I think is unreasonable. I don't know any Employer that would do that. The difference between us is under our Proposal we will set productivity standards. We will believe they are reasonable. Under your Proposal, you've got all of these ways to question the reasonability of the standard we set. That's were we differ. Caruso said he was glad to hear us say we would set standards we believe are reasonable.

We agreed to break for lunch. At first, Caruso wanted to set a time to return, but reconsidered. He said we'll look at these things, and we'll give you a call. I said that would be fine. We broke for lunch at about 12:05 p.m. Note: When the union came back after our caucus, Dennis Moran was not with them. They said he left to cover a breaking sports story. Apparently, the coach at the University of California, Santa Barbara, resigned today, and he wants to go cover the story. At 1:20 p.m. we left the restaurant to go back to the meeting room. The union committee was also eating in the restaurant, but they left and went back to Caruso's hotel room. At 2:55 p.m. Caruso called my cell phone and said they would be down in the meeting room in a few minutes.

The union finally arrived at 3:10 p.m. The first thing Caruso said is they could **agree** to our **Counter Proposal No. 37 (Death in the Family)**. They would withdraw their Proposal. He and I initialed that one.

With respect to our **Proposal No. 38 (Expectation of Privacy)**, he said he could agree to our paragraph 4, if we would delete the term "reasonable suspicion" and substitute "probable cause." Probable cause has a much higher standard than reasonable suspicion, and they think there ought to be a very high standard. We did not reach agreement on that.

He then went to discuss our **Bulletin Board Proposal.** The bargaining note really upset him. He denies that he engaged in regressive bargaining. However, his

Proposal speaks for itself. The Proposal said it was "for the purpose of posting and removing posted material." In fact, during his explanation, he said if there's something up there that's provocative, you take it down and we'll deal with it later. That's what this language said. He said that again today. He said we're not going to put things up there that are volatile. He said we're not going to be putting up caricatures of managers.

He then went to our **Proposal No. 35 (Reduction in Force)**. He said we're going to have to give you a Counter Proposal on this. This is a complicated issue. Then he went off on a tangent again, referring to Barry Cappello's argument in the 10(j) hearing. He said he's going to get the transcript. Whatever was said there may impact what he proposes on Reduction in Force. He said I doubt we're going to be able to get you anything on this today. He said I'm going to give you a letter concerning an information request. I don't think I have adequate information to make a Proposal on this.

He then asked what I wanted to do with the rest of the day. I asked what he wanted to do with the rest of the day. He said we're going to go caucus. Before he caucused, I gave him our document titled **"*Santa Barbara News-Press* Responses to Certain Union Proposals."** It addresses Jury Duty, Work Assignments, Letter of Understanding on Journalism Ethics, Introductory Period, Sick Leave, and Hours of Work/Overtime. I said I've been trying to address all the things you had in your letter. I still may owe you a response on one or two of them, but we will get those to you probably at the next meeting.

He then made a joke. He said it doesn't look like we're going to get the contract done today. I said no I don't think so. He said I would like your available dates. He said I would like to meet two days a week, every week. I said I can tell you I have no availability in April. I'm totally booked up for April. I said you could give me available dates in May. He said he was available any date in May. I said I have people I have to consult with. I need to determine who's going to be on my committee next time. I will get back to you on Monday. He did not object to that. He asked me to send him a fax or call his cell.

At 4:05 p.m. Caruso called us into the meeting room. He said there's so much stuff here that he's going to respond in writing before the next meeting. He said we're basically adjourned. I told him I'd be in touch with him about next meeting dates on Monday.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
September 3, 2008

The parties met at 9:30 a.m. at the Pacifica Suites Hotel in Goleta, California. Commissioner Jim Rucks is present. Present for the Company: Travis Armstrong, Dugan Kelley, and Mike Zinser. Present for the union: Nick Caruso, Dennis Moran, Melinda Burns, and Norah Wallace. At 9:30 the Commissioner was meeting privately with the union in their room.

The Commissioner suggested that we focus on subject matters that don't deal with content, but rather just deal with the employees.

At about 10:50 a.m. the Mediator brought Caruso down to the meeting room. Caruso said Hobbs was not here today and was not going to be there tomorrow. That obviated the need for Dugan to hand Hobbs the letter. It was agreed Dugan would just mail it to Hobbs and her attorneys. Dugan explained to Caruso the California legal problem with ex parte contact. We just needed to have the wage hour attorney sign this letter so that there would be no problem with Dugan sitting across the table from Hobbs in the collective bargaining process. Caruso said to send it on to her attorneys and Hobbs and if they wanted to share with him they could.

The left the room at about 11:57 a.m.

At 11:10 a.m. the Mediator came back to our room. He said the union was working on some things to give us. He said they would not be ready until 1:00 p.m. He said we were basically adjourned for lunch until 1:00 p.m. Travis noted in caucus that this is the first time he can remember that Dawn Hobbs has not been in negotiations. The Commissioner told us that Ira Gottlieb is not here. Caruso also said Hobbs will not be here tomorrow.

At 10:47 a.m. Yolanda Apodaca faxed over a new sheet on the 2007 earnings, which breaks down the hours between regular and overtime hours. Caruso had asked for this during our last meeting. We had requested that HR provide this to us. Commissioner Rucks had indicated Caruso was asking about it again this morning. So, at 11:20 a.m. I called Caruso before the lunch break to see if he would like me to deliver it to him then. He said no, that it could wait until later, after lunch.

We were back in the meeting room at 1:50 p.m. When we got into the room, I had a voicemail on my phone. I checked it. It was Commissioner Jim Rucks. He had checked in with the union and they didn't expect to have any proposal ready until 2:00 p.m.

At 2:10 p.m. the Commissioner came into our room. He said the union is still "at the keyboard." I gave him the information Yolanda had faxed to us. I said it showed the breakdown of overtime and regular hours. We asked the Commissioner to hand carry it to the union. He agreed to do that. He left us at 2:16 p.m.

At 3:22 p.m. the Commissioner came into our room. He gave us a union **Vacation counter proposal. In addition, he confirmed that the hours information that he carried to Caruso satisfied his information request.** The Commissioner said they would have one more proposal for us today. He left us at 3:25 p.m.

At about 3:30 p.m. the Mediator came back in our room. He said the union had decided they weren't going to give us anything else until we reacted to the Vacation proposal. I said it was internally ambiguous. I asked the Mediator to look at the union proposal. I asked him, "How much vacation do you have with then years of service?" He read it and immediately saw that it was confusing. You might have 15 days or you might have 20 days depending on how their proposal is read. I said I didn't know what they intended.

I also pointed out that scheduling vacation is different in this proposal than in their first proposal. Their first proposal recognized that vacation was scheduled within separate sections of the Newsroom. The new proposal, apparently, is anticipating one big vacation sign-up. Was that by design? He left our room at about 3:37 to go get answers to those questions from the union.

At 4:42 the meeting was adjourned.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
October 22, 2008

The parties were scheduled to meet at 9:30 a.m. at the Doubletree Hotel. At 9:20 a.m. Caruso called and said that he had a message from the Mediator that he would not be here until 11:00 a.m. So we agreed to start the meeting 11:00 a.m. or sooner if the Mediator arrived sooner. I asked Caruso if he had anything to present. He said he might. He asked me if I had anything, and I said not at this time.

At 10:45 a.m. Caruso called my cell phone. Commissioner Rucks was still one hour away. We agreed that the union committee would come down at 11:00 a.m., and we would start without the Commissioner. I asked if he had anything to present to us and he said that he did.

The union finally came in the room at 11:05 a.m. Present for the union: Nick Caruso, Marilyn McMahon, and Melinda Burns. We had a short, general conversation. McMahon asked about my daughter Ashley's wedding. I related to them that I've been through a lot this year with Barbara's mother dying in May, my mother dying in July, Ashley getting married on August 2, and last week my father was hospitalized with a possible stroke. It's been a busy year.

Once we got through that Caruso had several items he wanted to go over. The first had to do with our **Vacation proposals** exchanged on September 4, 2008. He said he wanted to respond to what the Commissioner had brought back to him verbally. He had deleted a sentence that reads, "Vacation time accrued in the last quarter may not be carried over into the next year." He wanted to know the reason for that. Also, with respect to scheduling, our proposal says "as a general rule" seniority applies. What are the exceptions? When would it not apply? Thirdly, he objected to the proposal that, based upon **performance excellence**, Management had the discretion to award more vacation.

The second item was that he went back to information we had provided him in July and September. He wants us to review those two lists and let him know if any of those employees on the lists have left the Company.

He next addressed **Electronic Communications**. He really wants us to reconsider our position. The union gave us a response to that on July 11, 2008, at 1:57 p.m. He said there's a real need to have access to things on the internet. People are working a tremendous amount of overtime, and they are stressed to the max.

With respect to the length of contract, he wanted to know if I remembered the union proposing a **specific term**. I told him I didn't recall one way or the other. I told

him our proposal was for a one-year Agreement, to be effective the day and date both parties sign it. He said they are proposing a two-year Agreement, effective on ratification. He said the parties are going to need more than one year to see if things work out.

He then gave us a new **Wage proposal**, which is consistent with a two-year Agreement and reduces the percentages requested from 4% to 3.5%. He also says that we owe him a response on the Deputy Editor positions. He referenced "awaiting a response to the status of the Deputy Editor positions that originally included employees classified as bargaining unit members."

The next thing he mentioned was Retirement. He went back to the **Inter-Local Pension Plan**. He said, based upon something I had said to him, he did meet with the Plan Administrator. He had the Plan Administrator come down to meet with the employees. He acknowledged that the Plan Administrator said that the employees could participate regardless of whether there was a negotiated provision on the Collective Bargaining Agreement. Caruso wants us to reconsider. He said this is a chance for us to do something good for the employees and it doesn't cost us anything. Of course what he wants us to do is deduct money from their payroll that would go into this Inter-Local Pension Plan and send it to the Pension Plan; if we would agree to do that, then how could we not agree to deduct the union dues.

Then he raised an issue with respect to **Marilyn McMahon**. She had a discussion with her supervisor that she would like to go from full-time to part-time. She talked to the Human Resources Manager (presumably Yolanda). She was told that if she went to 30 hours she would lose benefits. Nick then read from an addendum to the Handbook we had provided him. The addendum states that when they changed the rules on eligibility for benefits it grandfathered existing employees who still would have the right to work as few as 30 hours a week and still have benefits. He asked me to check on that. He wants to know what we're doing currently.

The second thing he wanted to know was whether or not our proposal changes that going forward.

At that point it was 11:30 and we broke for lunch until 1:30.

At 1:30 the Company met with the Mediator and told him we would need more time. We were going to try to find answers to all the union's questions. During that time we drafted **Counter Proposal No. 45 on Vacation**. In addition, we drafted a written **answer to all seven of his questions**. The Company's caucus was over at 3:20 p.m.

We got them back into joint session. We gave them Counter Proposal No. 45 on Vacation, and we gave them a two-page response to the seven questions he posed this morning.

With respect to item 7 on Benefit Eligibility, when I explained that it was not intended to give anybody who was full-time at that point the option to later go to part-time and keep benefits, he got a pained expression on his face and said it's not that clear.

I said that's what it means. That's what was communicated. He asked if there were any other individuals who have gone from full-time to part-time status and not been given benefits since May of 2006. I told him I did not know the answer to that question. He asked us to find out. I said I would do that. He didn't ask any real questions about any of that.

He then had Marilyn McMahon talk about **the break situation**. She said she can't always take a break. She schedules interviews for stories, and it's not convenient to take breaks. She said usually she has worked from 9:00 until 6:00 on Monday through Thursday and she works 9:00 to 4:30 on Fridays. On Friday she works straight through and doesn't take any breaks or a lunch period. She said that she's been told by her supervisor, Charlotte Boechler, that she has to take her breaks. When she asked to discuss it, Charlotte Boechler said there was nothing to discuss and they would go see Yolanda. Yolanda told her she must take a 15-minute break in the morning, the afternoon, and take a lunch period of one hour. Furthermore, the lunch period must start no later than five hours into the shift. McMahon said she can't always take breaks. She's tried to comply, but she can't always do it. She gave an example of where she had scheduled an interview at a time where she would be able to take a break before getting there. What she did not anticipate was traffic backed up due to construction. So she didn't take the break. She asked what happens. Am I to get overtime for those periods where I can't take a break?

We had further discussion. I viewed her Friday routine of working 9:00 to 4:30 with no breaks as something she chose. She nodded her head in agreement. So we have that question, and we have the situation where something happens where you can't do it. Dugan opined that a new California Supreme Court case says the Employer just has to give the employee the opportunity. The employee can choose not to take that opportunity. Caruso asked what if there was no opportunity because of the nature of the work. He said he would try to draft some break language. We said we would review the state labor code and the new Supreme Court case.

The union caucused at approximately 4:00 p.m. He didn't know whether we would get back together again today or not. He was going to review what we'd given him. He said he would need to talk with Ira Gottlieb about some of the things and he would get back to us.

The Mediator came by at 4:50 p.m. and said the union had one proposal it could give us today or we could wait until the morning and they could give us several. We opted to wait until tomorrow morning at 9:30 and the meeting adjourned.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
February 26, 2009

We spent the morning in separate negotiations regarding the layoff of Richard Mineards. This is now the regular session for negotiations. The meeting was scheduled to begin at 1:30 p.m. Present for the Company: Travis Armstrong and Mike Zinser. Present for the union: Nick Caruso, Dennis Moran, Melinda Burns and Karna Hughes.

The union didn't return from lunch until 1:54 p.m. I fussed at him that he was late. He said, "Well, I'm here."

I gave the union a new composite document, as of February 25, 2009. I went through the changes. Anything that was agreed is so marked. In particular, we had withdrawn the **Health Insurance** proposal, and that was noted. On our Wage proposal, we added a position paper that we gave them in January. He asked why that was noted. I said that position paper notified them that we were reviewing Wages and Benefits.

He then asked if we were going to have a Wage proposal for them today. I told him no. I said he asked that yesterday. Yesterday he asked whether there was going to be a proposal on Wages and Benefits, and I said not this time. It was under review. He obviously had forgotten; he did not take issue with my statement.

I then gave him a written response on **Angel Pacheco.** I explained that our proposal and his rates are apples and oranges. We've hired other people at the rate of $16.00 per hour. I pointed out that Karna Hughes was hired as a reporter at $13.67 per hour, and today her rate is $14.84 per hour. Bethany Hopkins was hired on August 7, 2006, at the rate $16.00 per hour. He seemed really perplexed by this. He then went to a position paper that I had presented him last February saying that our entry-level rate for reporters is $18.00 per hour. I said that was in error in terms, to the extent he claimed it communicated uniformity. While *Santa Barbara News-Press* may have hired some people at $18 per hour that time, we obviously had paid less. I got this information at lunch. I said he had Karna Hughes sitting here with him. Karna looked at Caruso and said she thought we should call a caucus.

At that point Caruso, speaking of inaccurate information, he handed me a list of the names of employees and their classifications. At the bottom he has listed Dewitt Smith and George Gelles. I said I thought the information I gave him yesterday was accurate. I said I'd just have to check on it.

He then asked if there was anything to do today. I said let me give you this, and I gave him some questions I had on **Management Rights** and **Discipline and Discharge** to consider during his caucus.

The union caucused at 2:18 p.m.

The union caucus was over at 3:56 p.m. when Caruso called my cell and said they were coming down to the meeting room.

They actually came into the meeting room at 4:04 p.m. Caruso said that with respect to Angel Pacheco, he's going to look into it further and get back to me. He wants to talk to Bethany Hopkins. He said he's obviously not going to file a ULP at this point. He said a mistake has been made somewhere. He said he interpreted our statement to mean that nobody was hired below $18.00 an hour. He said Karna Hughes is obviously underpaid and should be making $18.00 an hour. Then he said she's not actually classified as a reporter now. He said he has some feedback that Bethany Hopkins was first hired as an intern. He said somebody made a mistake somewhere. He said he's going to look into it and will send me a letter.

With respect to my question about Management Rights, he said he was going to give a written response to that next week.

With respect to **Discipline and Discharge,** he said firing somebody for bias is inflammatory in this situation. He then gratuitously said it's not his position to take control of the newspaper. He said somebody wrote an article recently about day workers in Santa Barbara and referred to them as "bottom feeders." He said he thought that was biased, and they weren't disciplined.

Then he referred to our list of items of misconduct a through t. He said they could be just cause under their proposal, at least certainly most of them. Conviction of a felony – sure they'll be in jail. He said insubordination is sometimes an objective thing. He said the key is that we have a standard to go by. **He said under their proposal he thought most of them would be examples of just cause for Discipline or Discharge.**

He also said something about a mix-up on Karna Hughes's evaluation.

The meeting adjourned at 4:18 p.m.

L. Michael Zinser

Privileged and Confidential
Bargaining Notes
Santa Barbara News-Press
And
GCC/IBT
April 21, 2009

The meeting began today at 1:30 p.m. instead of 9:30 a.m. The reason for this is the conference call with the ALJ for the NLRB hearing. At approximately 7:00 a.m. this morning I called Caruso and he graciously agreed to postpone the start of the meeting until 1:30 p.m. He understood about the conference call because his attorney was going to be on it as well. I also called Commissioner Rucks at that time to make him aware of the situation.

We met at 1:30 with the Mediator. We met with him until 2:07 p.m.

At 2:49 p.m. the Commissioner called and said they'd be back in ten minutes. The union actually came into joint session at 3:04 p.m. Present for the Company today: Travis Armstrong and Mike Zinser. Commissioner Rucks is present. Present for the union: Nick Caruso, Norah Wallace and Melinda Burns.

The Commissioner started the meeting by saying he wanted to have a dialogue about where we are. He said he'd floated the idea of a one-year Agreement. I pointed out that's our proposal.

I then went right to the 401(k) match proposal of the union. I asked if that was really realistic today. I said everybody I know that has a 401(k) match is eliminating it. No one is agreeing to it as a new item. We're in a deep recession. I pointed out that twice before he, Caruso, had stated he thought the union dropped its match proposal, only to realize he had not. I asked if they'd be willing to agree to just accept the 401(k) as it is. Caruso then said he views it as part of the economic issues. He said he had no problem with trying to deal with the economic issues.

He said the problem is from the beginning we'd proposed the status quo. He said we had made very little movement. I countered that with the fact that the status quo here is pretty darn good. I said for a newspaper in the 30,000 to 40,0000 circulation range, the Wages and Benefits were a really good status quo when the union started representing these employees. So it's not like a company that had poor Wages and Benefits. I said that's not where we were here. He then said we'd had very few responses to any of their issues. I countered that was not true.

He said he couldn't tell us that they would or would not. He said at this time he wasn't willing to pull the 401(k) match.

I then took them to their Wage proposal and asked when their last one was. He said October 22, 2008. In it he reduced their wage increase from 4% to 3.5% in each of two years. I told him that's just not happening in today's marketplace. Contracts aren't being settled for 3.5% per year. He said he'd be willing to make a new Wage proposal. I said if he did, I'd like it to be more than "cosmetic." The last proposal was cosmetic in the context of a recession.

I said on top of that they were increasing the starting rate; after four years people go to $28 per hour. Then they have the Senior Writer rate of $36 per hour. I said in today's recessionary marketplace, these are just unrealistic proposals. He said these people haven't had raises in three and a half years. He said it's not like they've been getting raises all along and now we're faced with the situation.

He then said that I had said many agreements have this and many have that. There are pay cuts here and pay cuts there. He said also most agreements have just cause for discharge and have binding arbitration. He said he knew not all did and I had given him a document where it wasn't present, but most do. He said these are things that the union needs.

He then said we had made movement. He did point out we got agreement on the Harassment article because we'd made movement.

Then he rambled a bit. He said this is a first-time contract. He said Wages are usually higher in first-time contracts. I believe that's the point at which he said he'd make a new Wage proposal, and I urged him to do something more than cosmetic.

Caruso said the union believes that it needs to have Wages in the proposal that will attract applicants. He said we want to attract good writers here. Then he digressed to Angel Pacheco. He said he was making $18.00 an hour through the temporary agency. He said we offered him a full-time job at $16.00 per hour. I then interjected that it was a changed marketplace. I said there are now thousands of newspaper professionals out of work. There are hundreds, maybe thousands, of journalists out of work. The ability to attract applicants is far greater than it was. It seems like we hear every day that this newsroom or that newsroom is laying off employees. Travis had just mentioned that *The Los Angeles Times* had gone through another round of layoffs in their newsroom. So I took issue with his notion that we needed to have much higher rates in the Agreement to attract people. I mentioned to him that my other clients are finding it far easier to fill reporter vacancies than in the past because of the large number of layoffs in the newspaper industry. Caruso had no response to this. There was a long pause.

Then he said the newspaper has been directing a lot of its resources in areas where it shouldn't direct them. I jumped right on that and told him that the union has pushed the Company there. Yes, it's devoted a lot of resources to litigation, but the union pushed the Company there. He took issue with that. At that point I said we're not going to agree on this. Let's agree to disagree. I said I wasn't going to convince him, and he wasn't going to convince me of our respective positions. The Mediator then said he thought that

was something we all could agree on, that is that we're not going to agree on that. I said it's not going to get us closer to our Collective Bargaining Agreement to argue about that.

Caruso then asked about **Medical** and **Wage** proposals. I reminded him that in January we withdrew our Medical proposal. We had intended to propose one in February, but the health insurance companies had not gotten us all the information about our options. I hope to give him something today or tomorrow. With respect to Wages, we had just reserved the right to address that again. I said I could tell him that if and when we do, it's not going to make it more generous, it's going to be making it less generous.

At one point Caruso said that if we were telling them we couldn't afford things, that'd be another situation. He said we could show them information and they could work with us. He said we weren't saying that, though. He said we were saying we were unwilling to do these things. I said that's true. I said many companies that are very viable are doing that to position them for the future. Caruso also said that he understands that in Santa Barbara, like everywhere else, revenue is down. He said he was aware of that. He said they were not unaware of what's going on in the newspaper industry.

At about 3:35 the Company called a caucus, telling the Mediator that we wanted to review our positions.

Shortly after the union left the room when we caucused, Rucks came back and informed us that he directly asked Nick if the economic proposals would fall by the wayside if we agreed to just cause in Discipline and Discharge and Arbitration. Caruso said yes. Commissioner Rucks stated that Caruso authorized him to communicate that to us.

At 4:30 p.m. I asked the Mediator to come to our room. The meeting was adjourned at that time.

L. Michael Zinser

Union Proposal

April 22, 2009
10:07 a.m.

~~April 21, 2009~~
~~10:59:19 PM~~

EMPLOYEE INTEGRITY

1. The Employer shall continue the existing practice of contacting the affected Employee prior to publication before making any substantive change to an article. A "substantive change" shall be defined as any change that modifies the meaning of the submitted story. In the event the affected Employee cannot be reached, his/her byline will be removed. An employee's byline or credit line shall not be used over the employee's protest, where the employee reasonably believes that the changed or edited story no longer is accurate and/or if published would not be consistent with the affected Employee's individual ethics or integrity. This provision shall not apply to minor, grammatical or routine changes.

2. The employer shall continue the practice of consulting the affected employee in advance of a publication of a retraction, correction or clarification of an article written by that employee.

3. An employee may withhold his byline from an article which he/she reasonably believes is malicious, distorts the facts or creates an impression which the employee knows to be false.

4. An employee may not be disciplined for refusing to perform a task that the employee reasonably believes is unsafe.

5. The Employer and the Union agree that the Employer shall comply with its legal duty to provide legal counsel (at the expense of the Employer) and a defense for any Employee who is threatened with legal action and/or is sued or otherwise served with legal process in connection with tasks performed by the Employee within the course and scope of that employee's employment.

Nothing in this provision shall be interpreted or applied to compromise or affect the employer's right to control the substantive content of the newspaper, or interfere with the employer's entrepreneurial control of its operations, consistent with applicable law and with the employee's right to withhold his/her byline as described above.

BARGAINING NOTES

The Employer took the position that a Work Assignments proposal the Union submitted was "permissive" and it would not discuss it. The Employer declined the Union's request to elaborate on what specific portions of that proposal it believed were permissive, and why it believed them to be permissive. The Union withdrew that set of proposals, and submitted a modified set of proposals in July, 2008, called "employee integrity". The Employer again took the position that the proposal entitled "employee integrity" was permissive, that the latter proposal was a "repackaging" of the Union's prior proposals, refused to discuss it and requested that the Union withdraw it. In October, 2008, the Employer filed an unfair labor practice charge against the Union (No. 31-CB-12436), claiming that the Union's alleged insistence on its "employee integrity" proposal violated Section 8(b)(3) of the NLRA. That charge was dismissed. The Employer has cited no legal authority or precedent of any kind, to support its

4:10 p.m.

Santa Barbara News-Press
Response to Union Employee Integrity Proposal of April 22, 2009
April 22, 2009

Much to our disappointment, today the Union proposed again "Employee Integrity." Twice before the Union has proposed such language. In both prior instances the Union has withdrawn the language in the face of the Company position that the proposal was a permissive, non-mandatory subject.

Setting aside for the moment the question of whether it is a permissive, non-mandatory subject of bargaining, the proposal is unacceptable for many reasons. In spite of the second paragraph of Section 5 of the Union's proposal, the byline and consultation obligations of the Union's proposal in fact do affect the Employer's right to control the content of the newspaper and do in fact interfere with entrepreneurial control.

As we have stated to the Union many times before, we believe bylines are part of the content of the newspaper. Therefore, printing an employee's byline is a privilege granted by the Publisher. We also certainly believe that it would be within any Publisher's rights to decide not to have bylines at all.

There is no existing practice of contacting the affected employee prior to publication before making any substantive change to an article. On occasion it is done. In other instances it is not done at all. It would not be uncommon for the Reporter to file the story and go home. The change would occur later and the byline would remain without consultation with the employee. Whoever claims a uniform practice exists is just wrong. The proposal gives each individual employee the right to subjectively impose his/her individual ethics or integrity on the Employer and into the content of the newspaper. Editorial integrity is something that resides with the Publisher and, as court decisions have held, goes to the core of entrepreneurial control. It is for the Publisher to safeguard editorial integrity.

Neither is there an existing practice of consulting the affected employee in advance of a publication of a retraction, correction or clarification of an article written by that employee. It sometimes occurs. In other instances it does not occur. As we have discussed previously, it is the Employer's decision to engage legal counsel and to determine the extent to which it is going to settle or defend against a particular action. We are unaware of any legal duty to provide legal counsel to all employees. If you are aware of any such legal duty, we certainly would like to know about it.

We have the following questions:

1. In items 1 and 2 of the Union's proposal, the Union refers to "practices." We believe the practices do not exist. Is it the Union's position that it wants the language proposed, absent any existing practice?

2. Under the Union's proposal, would it be permissible for all employees, on a

concerted basis, to withhold bylines in protest of an Employer decision of any kind?

3. With respect to Section 2 of the Union's proposal, what is meant by "consulting the affected employee"?

As we have stated before, the Union's proposal seems designed to provide a mechanism to protest the content decisions made by Management of *Santa Barbara News-Press*. The proposal also creates the potential to slow down the productivity of the Newsroom and to interfere with the editing process.

With respect to your bargaining notes, they are inaccurate. The parties in fact did discuss at length your last proposal on the topic on July 11, 2008. I would note that the Union's unfair labor practice charge against *Santa Barbara News-Press* that we refused to discuss your proposal was withdrawn.

We do not believe there is any case law specifically addressing whether or not the Union's proposal for byline rights is a permissive or a mandatory subject of bargaining.

Please note that whatever an employee writes is the property of *Santa Barbara News-Press*. Under established copyright law, the Employer owns the copyright of all that is written by its employees.

Section 2(a) of Article III (Management Rights) states the position of *Santa Barbara News-Press* with respect to content.

NOT TO BE INCLUDED
IN BOUND VOLUMES

BKW
Santa Barbara, CA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMPERSAND PUBLISHING, LLC, d/b/a
SANTA BARBARA NEWS-PRESS

Employer

and

Case 31-RC-8602

GRAPHIC COMMUNICATIONS CONFERENCE

Petitioner

DECISION AND CERTIFICATION OF REPRESENTATIVE

The National Labor Relations Board, by a three-member panel, has considered objections to an election held on September 27, 2006, and the administrative law judge's report recommending disposition of them. The election was conducted pursuant to a Stipulated Election Agreement. The tally of ballots shows 33 votes cast for and 6 against the Petitioner, with 1 challenged ballot, an insufficient number to affect the election results.

The Board has reviewed the record in light of the exceptions and briefs,[1] has adopted the judge's findings[2] and

[1] In its exceptions, the Employer reiterates its argument that certain "blog comments" rose to the level of "inflammatory attacks on management" warranting the setting aside of the election. The judge found, and we agree, that this contention was not timely raised, stating: "The assertion that this

recommendations, and finds that a certification of representative should be issued.

CERTIFICATION OF REPRESENTATIVE

IT IS CERTIFIED that a majority of the valid ballots have been cast for Graphic Communications Conference, and that it is the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit:

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election should be overturned because of largely anonymous commentary about the Employer's executives is clearly not encompassed in any of the objections." Even assuming arguendo that the "inflammatory attacks on management" contention is sufficiently related to the allegations of Objection 2 to warrant consideration on the merits, we note that the judge also addressed whether the "blog comments" were objectionable and properly concluded that they did not upset the laboratory conditions necessary for a fair election.

We grant the Employer's motion to strike fn. 46 of the Petitioner's brief to the extent it relies on evidence outside the record.

The Petitioner requests that the Board take administrative notice of certain unfair labor practice cases in which the General Counsel has authorized the issuance of complaints against the Employer. Because those cases do not represent binding authority and do not bear on the issues presented in this matter, we deny the Petitioner's request. See *St. Vincent Medical Center*, 338 NLRB 888 (2003), petition for review granted on other grounds sub nom. *Healthcare Employees Union, Local 399 v. NLRB*, 463 F.3d 909 (9th Cir. 2006).

We grant the Petitioner's unopposed request to correct certain typographical errors in the judge's report.

[2] The judge was sitting as a hearing officer in this representation proceeding. The Employer has excepted to some of the hearing officer's credibility findings. The Board's established policy is not to overrule a hearing officer's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Stretch-Tex Co.*, 118 NLRB 1359, 1361 (1957). We have carefully examined the record and find no basis for reversing the findings.

All full-time and regular part-time employees in the news department, including writers, reporters, copy editors, photographers, and graphic artists employed at the Employer's Anacapa Street facility located in Santa Barbara, California, but excluding all other employees, guards, confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

Dated, Washington, D.C., August 16, 2007.

Robert J. Battista, Chairman

Peter N. Kirsanow, Member

Dennis P. Walsh, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

RECD JAN 23 2001 JF

Santa Barbara News-Press

Reporter

Employee Information

Thomas Schultz
Employee Name

Newsroom
Department

Staff writer
Job Title

Date Started Present Job Date Started with SBNP

Date Last Review Date Next Review

(Two Levels of Approval Required)

1-17-01
Immediate Supervisor's Signature Date

1-19-01
Department Head's Signature Date

1/22/01
HR Department Signature Date

1/26/01
Publisher's Signature Date

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

About Performance Review...

Performance Management plays a key role in helping the Santa Barbara News -Press fullfill its future goals. The Performance Management System is designed to provide you with constructive feedback on your performance and assist you with maximizing your productivity. The program is a comprehensive managerial process for developing an environment that enables each employee to reach his/her potential in pursuit of organizational objectives.

After you and your supervisor discuss your per formance, the evaluation form will be returned to you for your signature to confirm that a discussion took place. You may, if you wish, enter additional comments of your own. A copy of the completed form, with your comments (if any), will be given to you and the original will be on file in the Human Resources Department.

Additional information regarding the Performance Management System can be found in your Employee Handbook.

☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

Standards

Discuss strengths and weaknesses for the performance of the following standards:

1. Lucid. Grammatical and Intelligent Writing. reporter should be able to write stories in readily understandable and grammatical English, capturing subtleties and profundities in the event being reported. A reporter should use a variety of writing techniques and approaches to most effectively tell a story. While some editing is considered normal and reasonable, a constant need for heavy editing, frequent major revision or major reorganization of pieces will be considered a deficiency in reporting technique.

Comments:

see attached

2. Accuracy. A reporter should consistently be able to report the news accurately.

Comments:

//

3. Write Under Deadline Pressure. A reporter should be able to write accurate and lucid copy under pressure of deadlines. A reporter should know to report any late developments of stories to the immediate supervisor.

Comments:

//

4. News Sense. A reporter should have a clear ability to determine the most important elements of a story and demonstrate their depth of understanding of news events, including framing and composing photographs that clearly illustrate and expand the story. A reporter should recommend story ideas and demonstrate intellectual curiosity and resourcefulness in gathering the news.

Comments:

//

5. Quantity. A reporter should be capable of covering and writing spot news stories that develop on a daily basis; of writing feature stories that require interviews, investigation and research; and of writing major and lengthy stories on complex subjects.

Comments:

see attached

6. Reporting Technique. A reporter should know and utilize all the basic techniques for gathering and presenting the news. Finished stories should be complete, necessitating a minimum of queries for additional information, sourcing, clarification and organization.

Comments:

//

7. Computer Literacy. A reporter should know and utilize basic techniques of MacIntosh and/or PC operation, including input, note-taking, transfer and ability to access resource material information.

Comments:

//

8. Professionalism/Teamwork. A reporter should maintain a professional attitude, acceptable ethical behavior and demeanor when dealing with colleagues, employees and the public. The reporter should approach the job with an emphasis on teamwork and sensitivity to the overall needs of the department.

Comments:

//

Performance Objectives and Development Activities

Performance Objectives and Measures of Expected Results: Describe the 1 - 3 mutually developed objectives and the results achieved.

1. Objective:

   Result:

2. Objective:

   Result:

3. Objective:

   Result:

Development Activities and Expected Results: List development activities and the results achieved.

ENTERED

JF

Overall Performance

Considering the performance of the Standards, and Performance Objectives/Development Activities, rate the employee's overall job effectiveness as you see it. (Check One)

- [ ] Consistently Exceeds Expectations
  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
- [x] Meets Expectations
  Demonstrates a high level of skill in achieving results. Accomplishments substantially meet position requirements.
- [ ] Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- [ ] Does Not Meet Expectations
  Performance is unsatisfactory.

in between

Additional Comments

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature _____ Date 3-22-2001

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Thomas Schultz (attachment)

1.) Lucid, Grammatical and Intelligent Writing:

Thomas is one of the most intelligent writers on staff, demonstrating good critical thinking skills. An overall solid performer, he brings depth, complexity and context to his stories.

Thomas sweats over correct grammar and appropriate word choice, and often reviews hard copies of his stories to doublecheck for any minor errors — misplaced or misused prepositions, etc. He's always ready to engage editors in discussions about writing, a trait that at times can verge on fussiness.

Thomas' strong suits are clarity and earnestness.

An example of clarity: It took care and patience to clearly and thoroughly explain the complicated negotiations impasse between Cottage Hospital System and the Blue Cross HMO. The coverage included some numbers crunching and explaining that numbers crunching.

An example of earnestness: Thomas was incredibly fair/balanced and argued his points well while navigating and carrying out an assignment in which the paper self-examined, analyzed and criticized editors' controversial decision to use a SWAT team exercise photo in a story about the impact on school safety a year after the Columbine massacre. The result was a thoughtful and thorough piece that covered all bases and gave everyone in the newsroom and in the community the opportunity to have their say. These skills serve the paper well.

Thomas' writing is acceptable in all regards. On occasion, he can turn around a good read, with some flair — turning something predictable into something special for readers. This happens when he relaxes a bit, trusts his instincts and allows the story to naturally come through, rather than trying to control, steer or direct the story or fussing over it too much.

Which brings up some weak spots in Thomas' writing — evidenced in some of his longer news features in particular — lack of passion and conflict as told and demonstrated through people and their actions.

To elevate his writing, Thomas must avoid the tendency to focus stories on policy and process without people. Impact writing tells readers about important issues by showing the impact on the lives of everyday people. Any other course leads to blandness.

I know Thomas wants to be a great writer. I think he can be one of the best journalists in the business. So, I'm offering some insight.

A.) The magic of storytelling is not found in storytelling devices, approaches, mapping or planning, but in the practice of gathering all the small personal details, noting all the intimate emotions, documenting all the unspoken motivating factors that can be used to show the tension/conflict/tautness of a situation.

That requires plunging into people's lives with wild abandon. Thomas got close when

he spent time — but not enough time — with the new doctors for the first installment of the "New Doctors" series. It was fine first effort, but suffered from a lack of inimate detail.

B.) Effective and compelling presentation is best achieved by simply brushing away the debris and clutter and allowing stories to flow naturally. Avoid the pitfall of falling in love with your writing. The best journalists have learned how to "get out the way" of their own reporting and writing.

3.) Write Under Deadline Pressure:

Thomas meets all deadlines and has proven effective in pre-writing/pre-researching material for his stories.

4.) News Sense:

Thomas knows what news is. He helped develop the medical beat and create the medical notebook, tapping an area our readers want to know more about.

5.) Quantity:

Among the most productive staff members. Usually writes a story a day during weekdays and a story (or two) and briefs on Saturday.

6.) Reporting Technique:

Good overall.

Needs to develop/build/sharpen investigative skills and needs to be far more aggressive in using people and the impact on people (to give life to process and policy) as the focus of stories. More time on the city beat should help rub off the greenness and allow Thomas to realize his full potential.

He has a great deal of expertise and understanding of politics and of medical and health issues. He must strive to interview people more aggressively — not just for the facts, but the meaning and the feelings behind the facts. His investigative skills should be developed so that government workings can be probed, analyzed and assessed and investigated to demonstate whether government is fulfilling its stated goals and fulfilling its stated public policy on behalf of the public.

7.) Computer Literacy:

Thomas has demonstrated a good working knowledge of the Macs, Web sites, etc. He would benefit from developing greater computer-assisted reporting skills by compiling and using databases, etc.

8.) Professionalism/Teamwork:

This is a strong category for Thomas. He is easy to work with and always willing to help. He's open to all suggestions and ideas and volunteers to fill in for others and help out on night shifts. He has covered countless festivals, parades and naval ship

visits with good humor and demonstrated good feature skills. Thomas went beyond the call of duty in reporting the first installment of his "new doctors" series. He spent long hours with the interns to get beyond the surface of how doctors learn their trade.

ENTERED JAN 25 2001 YA

Santa Barbara News-Press

Reporter

Employee Information

Rhonda Parks Maiorlle
Employee Name

Newsroom
Department

Staff Writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

Immediate Supervisor's Signature	Date 1-24-01
Department Head's Signature	Date 1-24-01
HR Department Signature	Date 1/24/01
Publisher's Signature	Date 1/24/01

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

Standards

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Comments: see attached

2. Accuracy. A reporter should consistently be able to report the news accurately.

Comments: //

3. Write Under Deadline Pressure. A reporter should be able to write accurate and lucid copy under pressure of deadlines. A reporter should know to report any late developments of stories to the immediate supervisor.

Comments: //

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Comments: //

5. Quantity. A reporter should be capable of covering and writing spot news stories that develop on a daily basis; of writing feature stories that require interviews, investigation and research; and of writing major and lengthy stories on complex subjects.

Comments:

See attached

6. Reporting Technique. A reporter should know and utilize all the basic techniques for gathering and presenting the news. Finished stories should be complete, necessitating a minimum of queries for additional information, sourcing, clarification and organization.

Comments:

7. Computer Literacy. A reporter should know and utilize basic techniques of MacIntosh and/or PC operation, including input, note-taking, transfer and ability to access resource material information.

Comments:

8. Professionalism/Teamwork. A reporter should maintain a professional attitude, acceptable ethical behavior and demeanor when dealing with colleagues, employees and the public. The reporter should approach the job with an emphasis on teamwork and sensitivity to the overall needs of the department.

Comments:

Performance Objectives and Development Activities

Performance Objectives and Measures of Expected Results: Describe the 1 - 3 mutually developed objectives and the results achieved.

1. Objective:

   Result:

2. Objective:

   Result:

3. Objective:

   Result:

Development Activities and Expected Results: List development activities and the results achieved.

ENTERED APR 0 5 2001

Overall Performance

Considering the performance of the Standards, and Performance Objectives/Development Activities, rate the employee's overall job effectiveness as you see it. (Check One)

- [x] Consistently Exceeds Expectations
  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
- [ ] Meets Expectations
  Demonstrates a high level of skill in achieving results. Accomplishments substantially meet position requirements.
- [ ] Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- [ ] Does Not Meet Expectations
  Performance is unsatisfactory.

Additional Comments

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature _____ Date 3-21-01.

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Rhonda Parks Manville (attachment)

1.) Lucid, Grammatical and Intelligent Writing:

Rhonda is one of our most brilliant writers, and her work goes beyond precise and clear language. She is one of the few reporters able to capture/convey the extreme subtleties and profundities of the news. She uses a wide variety of techniques and approaches.

Rhonda knows that great reporting and writing stems from gaining entry into the intimate details of people's lives. She has the experience, the innate sense of curiosity, the depth of understanding, the sensitivity and the intelligence to grasp the amazing concepts/ideas of her beat and bring them to life for our readers.

2.) Accuracy:

Rhonda is a model of professionalism and accountability. She sweats the details and always seeks out advice and guidance when faced with difficult questions about word choice, phrasing, story framing, structure, fairness, balance, bias or ethical considerations.

She is tireless in pursing just the right words to convey meaning and the right tone to convey emotion, thought and impact.

3.) Writer Under Deadline Pressure:

Rhonda meets all deadlines and has proven effective in pre-writing/pre-researching material for stories.

4.) News Sense:

Rhonda has remarkable news sense. More than any other reporter on staff, she identifies stories of social and societal significance, pertinence, consequence and originality.

A perfect example:

The truely great story Rhonda wrote about Len Lanzi, the Boy Scouts and the no-gay discriminatory policy and the reverberating impacts when philosophy was put into practice. The execution, the understanding, the sensitivity, the fairness, the balance and courage exemplified by Rhonda in reporting and constructing that story were a journalistic beauty to behold. I feel privileged to have edited that story and helped craft portions of it.

I could go on and on and site example after example (the green nuns story is another fantastic tale rarely seen in a newspaper - we got so many calls, e-mails, response to that wonderful article, also the visit by the green patriarch of the Greek Orthodox Church) but I think I've made my point.

5.) Quantity:

Rhonda's productivity is fine. I can usually count on a single, well-written,

thoughtful, comprehesive and intelligent story a day from this reporter and, sometimes, a brief story in addition. Rhonda is especially good at gauging City Desk needs during the "drought periods" of the year and during special religious holidays like Christmas, Christmas Eve, Hanukkah, Ramadan, etc.

6.) Reporting Technique:
Rhonda uses all basic and a few advanced techniques to get at the news. These approaches, along with a strong determination to seek out the truth and plough new territory, make for a constant stream of well-crafted stories.

Rhonda gets big bonus points for pioneering the News-Press coverage of religion and spiritual trends as news. This effort has helped the paper reach a new audience and keep its old audience while presenting fresh stories on matters that most people consider among the most important to their lives.

7.) Computer Literacy:
Rhonda understands the basic working of the Mac and its applications, e-mail, the value of the Internet. I would encourage her to begin using/creating databases, spreadsheets, etc. to take advantage of computer-assisted reporting techniques.

8.) Professionalism/Teamwork:
Rhonda has demonstrated behavior that is professional, acceptable and ethical at all times when dealing with collegues, employees and the public. She is a good team player, always willing to help, and accepts all assignments willingly.

ENTERED JAN 2 5 2001 VA

Santa Barbara News-Press

Reporter

Employee Information

Tune Rich (Tamara Leider)
Employee Name

Newsroom
Department

Staff Writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

Immediate Supervisor's Signature — Date 01-24-01

Department Head's Signature — Date 1-24-01

HR Department Signature — Date 1/24/01

Publisher's Signature — Date 1/24/01

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

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Comments:

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Comments:

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Comments:

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Comments:

see attached

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Comments:

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Comments:

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Comments:

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2. Objective:

   Result:

3. Objective:

   Result:

Development Activities and Expected Results: List development activities and the results achieved.

Overall Performance

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- [ ] Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- [ ] Does Not Meet Expectations
  Performance is unsatisfactory.

Additional Comments

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature E Lerder Date 3/18/2001

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Tamara Leider (June Rich) (attachment)

1.) Lucid, Grammatical and Intelligent Writing:

June has all the skills to become a great writer. She's very good now — clear, cool, concise and compelling — and I'm sure she will become even better as she gains experience and is exposed to focused and intensive City Desk editing on meaty, in-depth pieces this year.

June has already started to develop her everyday writing beyond the routine and predictable. In fact, at times some of the passages in her stories border on the poetic and the profound. She should work to keep that aspect of her writing (its quite charming and engaging) without letting it get in the way of presenting information clearly and precisely.

With experience will come confidence, and June will learn to trust her writing instincts even more and will also improve her mastery/control/command of the language.

2.) Accuracy:

A model of professionalism and accountability, June sweats the details. She always seeks out advice and guidance when faced with difficult questions about word choice, phrasing, story framing, structure, fairness, balance, bias or ethical considerations.

She is tireless in pursing just the right words to convey meaning and the right tone to convey emotion, thought and impact.

3.) Write Under Deadline Pressure:

June meets all deadlines and has proven effective in pre-writing/pre-researching material for stories. She must often file stories from late-night Goleta school board meetings and manages to meet the deadline, while turning in great reads.

4.) News Sense:

June has a great nose for news. She has helped the News-Press news-gathering efforts in many ways — reporting the bulk of the Len Lanzi firing and aftermath, beefing up our efforts on education coverage through the Education Notebook, doing the initial reporting on the Nicholas Markowitz kidnapping/killing, documenting the rise in popularity of scooters (a story Newsweek did a takeout on that same week) and, more recently, telling Goletans about the closure of their much-adored Swap Meet and about their area's history through a four-part series on a well-attended lecture series.

5.) Quantity:

I can usually count on a single, well-written, smart and well-researched story a day from June, and often a brief or two as well. June often volunteers to stay late,

work nights or weekends if needed to write extra, special or important stories on her beat.

I can always count on June's help on a slow news day.

6.) Reporting Technique:

It's a joy to listen to June when she interviews an unwilling subject. She's really good at it, posing questions in sensitive and careful ways to elicit needed details and information. She also asks the same question in a variety of guises to get the needed response from a subject. She has the ability to make sources immediately comfortable with her and she projects a natural earnestness that gains the trust of people who wouldn't otherwise speak with a reporter.

June also isn't afraid to get tough with government officials and other powerful individuals when there's wrongdoing or questionable behavior/actions about which to report.

The quality the City Desk editors most appreciate is June's innate sense of curiosity about the world and news events. She wants to find out how things work and why they must work in that way. She recognizes stories (closing swap meets, scooter popularity, Scouts debate, Chang sentencing) that evoke strong emotions in the community but are often overlooked by other reporters.

7.) Computer Literacy:

June understands the basic working of the Mac and its applications, e-mail, the value of the Internet. I would encourage her to begin using/creating databases, spreadsheets, etc. to take advantage of computer-assisted reporting techniques.

8.) Professionalism/Teamwork:

June has demonstrated behavior that is professional, acceptable and ethical at all times when dealing with colleagues, employees and the public. She is a good team player, always willing to help., and accepts all assignments willingly.

Santa Barbara News-Press

Reporter

Employee Information

Mora Wallace
Employee Name

Newsroom
Department

Staff Writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

01-24-01
Immediate Supervisor's Signature | Date

1-24-01
Department Head's Signature | Date

1/24/01
HR Department Signature | Date

1/26/01
Publisher's Signature | Date

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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☐ Changes made since last review

☐ No changes necessary

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Comments:

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Comments:

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Comments:

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   Result:

3. Objective:

   Result:

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ENTERED APR 0 5 2001

JF

Overall Performance

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- ☐ Consistently Exceeds Expectations
  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
- ☒ Meets Expectations
  Demonstrates a high level of skill in achieving results. Accomplishments substantially meet position requirements.
- ☐ Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- ☐ Does Not Meet Expectations
  Performance is unsatisfactory.

Additional Comments

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature Alan K Wallace Date 3/19/01

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Nora Wallace (attachment)

1.) Lucid, Grammatical and Intelligent Writing:

Nora's writing is acceptable in all regards. Her stories generally are well-focused and easy to understand. She takes care with word choice. She would benefit from studying the best writers on our staff and in the business to learn some of the subtleties that would elevate here own writing.

2.) Accuracy:

Nora is a model of professionalism and accountability. She sweats the details, and always seeks out advice and guidance when faced with difficult questions about word choice, phrasing, story framing, structure, fairness, balance, bias or ethical considerations.

She is tireless in pursing just the right words to convey meaning and the right tone to convey emotion, thought and impact.

3.) Write Under Deadline Pressure:

Nora meets all deadlines and has proven effective in pre-writing/pre-researching material for stories. On one recent occasion, Nora won high praise from the City Desk and Copy Desk editors for filing late-night quotes and information on stories about the power crisis and a truck crashing into the Capitol building in Sacaramento. She regularly goes the extra mile to get the story for News-Press readers.

4.) News Sense:

Nora knows what news is, and is particularly valuable in keeping us on track with North County issues at VAFB, Lompoc Prison complex, plover battles/beach closures, etc.

She also has tried valiantly to keep up with the politics beat, reporting on bills hatched by our local representatives in the Legislature and Congress.

5.) Quantity:

Nora is extremely productive and regularly writes a story or two a day. On occasion she's done three stories in a single day. Nora often volunteers to stay late if needed to write extra stories. She has worked nights and or weekends and on normal days off to write an important story. I can always count on a story from her on a slow day.

6.) Reporting Technique:

Nora uses all basic and a few advanced techniques to get at the news. These approaches, along with a strong determination to get at the truth, make for a constant stream of well-crafted stories.

7.) Computer Literacy:
Nora understands the basic working of the Mac and its applications, e-mail, the value of the Internet. She also has taken the initiative to learn about digital cameras and photo transmission, which has helped us on occasion when a photographer was not available. I would encourage her to begin using/creating databases, spreadsheets, etc. to take advantage of computer-assisted reporting techniques.

8.) Professionalism/Teamwork:
Nora has demonstrated behavior that is professional, acceptable and ethical at all times when dealing with collegues, employees and the public. She is a good team player, always willing to help. She accepts all assignments willingly.

ENTERED JAN 2 5 2001 YA

Santa Barbara News-Press Reporter

Employee Information

Vicki Adame
Employee Name

Newsroom
Department

Staff writer
Job Title

Date Started Present Job Date Started with SBNP

Date Last Review Date Next Review

(Two levels of Approval Required)

1-12-01
Immediate Supervisor's Signature Date

1-24-01
Department Head's Signature Date

1/24/01
HR Department Signature Date

1/24/01
Publisher's Signature Date

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

Standards

Discuss strengths and weaknesses for the performance of the following standards:

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Comments:

see attached

2. Accuracy. A reporter should consistently be able to report the news accurately.

Comments:

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3. Write Under Deadline Pressure. A reporter should be able to write accurate and lucid copy under pressure of deadlines. A reporter should know to report any late developments of stories to the immediate supervisor.

Comments:

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4. News Sense. A reporter should have a clear ability to determine the most important elements of a story and demonstrate their depth of understanding of news events, including framing and composing photographs that clearly illustrate and expand the story. A reporter should recommend story ideas and demonstrate intellectual curiosity and resourcefulness in gathering the news.

Comments:

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5. Quantity. A reporter should be capable of covering and writing spot news stories that develop on a daily basis; of writing feature stories that require interviews, investigation and research; and of writing major and lengthy stories on complex subjects.

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Comments:

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Comments:

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Performance Objectives and Development Activities

Performance Objectives and Measures of Expected Results: Describe the 1 - 3 mutually developed objectives and the results achieved.

1. Objective:

   Result:

2. Objective:

   Result:

3. Objective:

   Result:

Development Activities and Expected Results: List development activities and the results achieved.

JK

ENTERED APR 0 3 2001

Overall Performance

Considering the performance of the Standards, and Performance Objectives/Development Activities, rate the employee's overall job effectiveness as you see it. (Check One)

- [ ] Consistently Exceeds Expectations
  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
- [x] Meets Expectations
  Demonstrates a high level of skill in achieving results. Accomplishments substantially meet position requirements.
- [ ] Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- [ ] Does Not Meet Expectations
  Performance is unsatisfactory.

Additional Comments

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature _____ Date 3/21/01

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

EVALUATION: VICKI ADAME

1.) Lucid, Grammatical and Intelligent Writing:
Vicki is one of the newest members of our reporting staff and has not been on the job long enough – nor completed enough in-depth, investigative, explanatory or long-feature story assignments – for a full and detailed analysis of her writing beyond her night-shift story duties.
However, on the routine, day-in-day-out assignments, Vicki has demonstrated the ability to write stories that are generally understandable and grammatical. Editing on those stories has been normal and reasonable.
Three long-form stories Vicki has written have shown some promise:
Example No. 1: The Braceros story: Demonstrated Vicki's ability to dip her paint brush into the intimate details of someone's life to vividly illustrate an important issue and drive that importance home to the readers.
Example No. 2: The Immigrants' Thanksgiving: Demonstrated Vicki's ability to give a fresh and creative spin to an old story. Her writing brought some depth and complexity to Thanksgiving celebrations by showing how new immigrants (from various countries) interpret and adapt to the uniquely American holiday. Touching stories and anecdotes.
Example No. 3: Martin Luther King Jr. feature: Showed Vicki's ability to turn a nearly nothing assignment into a simple, but well-crafted, tale that delighted our readers by documenting the feelings/memories of a local couple whose lives intersected briefly with the civil rights leader's.
I look forward to seeing Vicki's development in her writing over the next year.

2.) Accuracy:
Vicki's is learning the territory and is expected to make a few minor errors in her story drafts – which are caught in the editing process – and is expected to learn from those non-published mistakes. Her published stories, however, should be error-free – and so far they generally have been.
Vicki has been very conscientious about learning the local geography, streets landmarks and neighborhoods. But she is still in the learning mode. She is also learning the names and faces of the key officials, sources, big-wigs in town.
She has been good about asking precisely what editors want out of a story assignment and been gracious in accepting suggestions/questions from editors to ensure accuracy.
I would encourage Vicki to ask even more questions of her colleagues and editors (don't be shy about asking for help/history/materials) to get quick background for her story assignments. I want to see lots of chatter, lots of exchanges of information, lots of teamwork in my newsroom because it makes for better-sourced and backgrounded stories and a better newspaper.

3.) Write Under Deadline Pressure:
Vicki is fast and meets deadlines, but sometimes does not provide the depth of reporting I would like to see in stories. Even on the most routine of assignments – Christmas tree prices, rockfish policy, ducks crossing the road feature, etc. – I want to see exhaustive questioning of sources, aggressive pursuit of multiple sources, more statistical information gathered that the story could possibly require or include, quotes from as many people will talk to us, etc. We won't use all the information, but will select the best information from what is obtained to make stories taunt but sophisticated.

4.) News Sense:
Vicki has done a good job of recommending/finding interesting and important stories that cannot be found on government agendas or policy reports. These stories (See Writing section above for three examples)

illustrate the effects of policy/process/events on "real-life" human beings. Her focus on the impact on people shows good news judgment.
Vicki has also revived the newspaper's reporting on immigration policy, farmworker rights, Latino community news, etc. She does a good job of tracking local, state and national developments and keeping the City Editor updated on what's happening with the health of UFW co-founder Dolores Huerta, the guest worker issue, etc.

5.) Quantity:
As the general assignment night reporter, Vicki is called upon to write or to contribute to stories on a daily basis. It's a tough beat that requires completion of story assignments quickly and accurately.
She has turned around all assignments in an acceptable manner.
During these first few weeks, Vicki has be sent out at the last minute to cover a plover meeting at VAFB, a mysterious fire/gas cloud in Goleta, rain impacts on the city, etc., etc., and has professionally and capably performed her duties.

6.) Reporting Technique:
Acceptable in all respects. (See: Write Under Deadline Pressure for more comments.)

7.) Computer Literacy:
Has demonstrated a good working knowledge of the Mac and its applications. Is familiar with what's available on the Internet and knows how to locate relevant Web sites. Haven't had a chance to work with her on databases or spreadsheets or in creating computer-assisted reporting projects.

8.) Professionalism/Teamwork:
Vicki has demonstrated behavior that is professional, acceptable and ethical at all times when dealing with collegues, employees and the public.
I would like to see Vicki approach the job with an increased emphasis on communication with editors. We need to have feedback/conversation that goes beyond "yes" or "no" answers to questions. Also needs to demonstrate even more aggressiveness in responding to story requests.

ENTERED JAN 25 2001

Santa Barbara News-Press

Reporter

Employee Information

Jose Luis Jimenez
Employee Name

Newsroom
Department

Staff Writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

Immediate Supervisor's Signature — Date 01-24-01

Department Head's Signature — Date 1-24-01

HR Department Signature — Date 1/24/01

Publisher's Signature — Date 1/24/01

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

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ENTERED APR 0 5 2001 JF

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  Performance is unsatisfactory.

Additional Comments

Developmental Plans

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Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature _____ Date 3/20/01

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Jose Luis Jimenez (attachment)

Lucid, Grammatical and Intelligent Writing:

Jose's stories require little in the way of actual line-editing for grammar, punctuation or for framing, tone or structure. His writing style is competent, tight and generally straight-forward. Wholly acceptable in all regards.

While lacking the fluidity and grace of a born writer, Jose does manage to bring his writing to a better-than-average and sometimes down-right compelling level, diplaying some good feature-writing skills and techniques. His leads are generally good, with the news and the focus on the impact on people's lives almost always covered in the first few grafs.

Jose's strong suit is bringing clear and immediate focus to an article — clamping down on the important kernals of the subject matter and presenting them with unequivocable clarity up high in the story. This sense of purpose allows Jose to trim the fat from his stories and present lean, muscular sentences and paragraphs that move the stories along at a good pace.

One area I would like Jose to work on: Transitions in longer pieces. Jose's writing can be more effective in keeping the readers' attention when shifting from one area to the next as the story progresses. Jose should take even greater care in crafting those first few paragraphs when the story shifts so that readers will stay with the story flow.

Accuracy:

Jose takes great pains to ensure the factual accuracy of his reports. Every morning, Jose checks on the latest court filings and makes photocopies of all relevant lawsuits and/or other court documents to ensure direct access to resource material against which to doublecheck any pertinent facts.

In addition, Jose often enters into discussions with the City Editor about appropriate word choice, story structure, multiple sourcing, proper attribution, etc. to make certain that he gets the story right factually and the story right with the readers as far as tone, framing and the presentation.

It is rare for the News-Press to print a correction in regards to a story written by Jose. It is a true pleasure to have someone of Jose's seriousness, soberness and knowledge on our staff to help us be as accurate as possible with the news.

Write Under Deadline Pressure:

No problems here. Jose makes all his deadlines. He's fast, smart and thorough. Jose 's good at communicating any delays/roadblocks to his editors so that scheduling can

be revised.

News Sense:

This is one of Jose's strongest areas. He knows what the news is and he stays on top of his beat, keeping track of key developments, important court dates and the availability of court papers.

This dogged pursuit of the latest news has helped the News-Press immeasurably in staying ahead of everyone on the big court stories.

A prime example: The Markowitz transcripts.

Without Jose tracking the availability of those important documents, the News-Press would have been locked out like the rest of the media when authorities re-sealed the records. Jose was right on top of it and the result was days worth of major A1 scoops while the LA Times, Daily News, Ventura Star, SM Times, KEYT and the rest looked on with envy.

Readers loved it and told us so. The City Desk editors share this opinion of Jose: He's the kind of smart, aggressie "bulldog" reporter we want to keep around for a long, long time.

Quantity:

Jose writes an abundance of well-crafted daily court stories, news features and briefs. He has also written several in-depth and explanatory articles. (See Reporting Technique section below for more details.) His output is thoroughly acceptable and appreciated.

Reporting Technique:

Another really strong area for Jose.

Jose goes beyond the basic reporting techniques, bringing to bear advanced reporting skills and approaches that make the difference in the News-Press presenting adequate and routine stories or reports with texture, dimension, context and the latest and greatest news first.

Big positives on many fronts:

A.) Jose has mastered the practice of keeping ahead of other media outlets on the court beat, obtaining important documents first, then using the details of those documents to weave some interesting tales. But Jose doesn't stop there. He also goes out and seeks new, fuller, deeper comments/explanations from those involved in the court matters to give his reports renewed freshness and timeliness.

B.) Jose knows when important court dates are coming up, and takes advantage of that knowledge to prepare some well-crafted tales of people in the court system. For example, Jose wove a great story about a convicted murderer studying to be a minister and hoping to be freed to join a Berkeley-area congregation. The story took on a sense of urgency because Jose knew the parole hearing was about to be held and hat many individuals (including lawmakers) were campaigning for the convict's

release.

C.) Jose isn't afraid to challenge court officials, including judges, when it comes to public access to hearings and documents and when it comes to public concerns about the way the system works. Many reporters don't have the experience or the gumption to question the decisions made by the official sources on their beats. But not Jose. He considers it his duty -- and the paper's duty -- to ensure that the system is kept free and open and that bad/poor/controversial decisions are questioned fully and thoroughly. The City Editor couldn't agree more and urges Jose to write even more of these kinds of stories. The paper should, and will, throw its full support behind such efforts.

Computer Literacy:

Jose is well-versed in the workings of the Macs, PCs and their applications. He uses the Internet well and has bookmarked pertinent Web sites for help in reporting on law and justice issues.

He is a master of e-mail messages to keep the City Desk fully informed of his work schedule.

Professionalism/Teamwork:

Jose is a consummate professional: Ready to help with any emergency news-gathering effort, always offering his opinion and sharing his knowledge of the court system to help his colleagues with their stories, and never at a loss for words of wisdom in answering editor's questions about his stories, their premise, their focus and their structure.

I give Jose big bonus points for his mature attitude/approach when it comes to sharing the "big" stories on his beat. He's always willing to share the glory/honor with other reporters. That's a refreshing attitude in a business where ego can often get in the way of the news effort.

ENTERED JAN 23 2001 JK

Santa Barbara News-Press Reporter

Employee Information

Camilla Cohne
Employee Name

Newsroom
Department

Staff writer
Job Title

Date Started Present Job Date Started with SBNP

Date Last Review Date Next Review

(Two Levels of Approval Required)

1-18-01
Immediate Supervisor's Signature Date

1-18-01
Department Head's Signature Date

1/22/01
HR Department Signature Date

1/26/01
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Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

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Additional Comments

ENTERED APR 0 3 2015

JF

Camilla Cohee

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)

I'm very appreciative and pleased with the remarks made by my supervisor, Gene Chavanna regarding my performance at work. I truly love what I do and I'm glad my editors have picked up on that. I believe this type of evaluation has a positive purpose of letting us know where we stand, and always be looking to improve and move forward, no matter where we are in our careers as journalists.
I also want to put it into the record that part of what makes me excited about the work I do is working with a high caliber of colleagues, especially Jesse who is supportive, driven and completely dedicated but also a family man who strives to be an awesome father who is "there" for his son. Because I am in the same situation as a new mommy, this symmetry is invaluable to me. Thank you! Camie

Employee's Signature Camilla Cohee Date March 13, 2001

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10-00

Evaluation: Camie Cohee (attachment)

1) Lucid, Grammatical and Intelligent Writing: Camie is a strong writer who writes with heart. (See Reporting Technique section for some specific examples) She uses a wide variety of approaches (inverted pyramid, helix, flash-by grafs, anecdotal, contrast, ect) to start her stories and a variety of story structures (chronological, geographical, specific-to-general, etc.) to craft the rest of the story.

She also employs a variety of techniques, including foreshadowing, metaphors, similies, assonance, alliteration, personification, etc. to brighten the writing, make key points and more effectively tell the story.

Her writing is always clear and there is generally little need for heavy editing or revisions or major reorganization.

The goal for Camie should be to make her writing even crisper and more authoritative through deeper understanding of her subject matter and more aggressive questioning/challenging of officials.

2) Accuracy: Camie is extremely accurate. Corrections are rare for her stories. She demonstrates a strong ability to phrase and rephrase questions posed to reluctant sources until she is able to gain clarification and understanding of the story material.

3) Write Under Deadline Pressure: Few reporters are better at writing under a tight deadline. Copy desk editors and city desk editors often express appreciation for Camie's ability to meet tight deadlines for Wednesday night school board meeting stories. The school board often doesn't reach a decision until the last minutes before our deadlines.

4) News Sense: This is one of Camie's strong areas. She generates good/original story ideas and appreciates the direction/suggestions/assignments for deeper/original/broader stories from her editors.

Like most Cityside reporters, Camie is ahead of the pack when it comes to news. She anticipates issues as well as breaking news and events and keeps tabs of scheduled releases of test scores, API rankings, etc.

Camie is aggressive in pursuing stories of wrong-doing and about controverial topics: poor test results, flag salute, school board's violations of state meeting laws, etc.

She also stays on top of a dynamic beat and works long hours to develop detailed charts/findings for test results, SAT scores, school rankings, etc. She's great at developing and structuring long, explanatory stories to broaden and deepen the public's understanding of how children are educated in the schools. (For more

examples: see Reporting Technique section)

5) Quantity: Camie writes breaking news stories daily and, on a consistent basis, writes features, explanatory pieces, projects and investigative pieces on complex subjects.

6) Reporting Technique: This is an area where Camie really shines.
She uses advanced reporting techniques to consistently provide great stories that you won't find noted on any government agenda.
Camie has an uncanny and effective combination of skills that often lead to excellent news features: The ability to work her way into the everyday lives of people and the ability to keenly observe and document the details of people's lives.
She effectively uses up-close access to bring dimension to her stories.
For example: In the story of Ofelia — the little girl whose life was changed when she had an embarrassing spot removed from her face — Camie made our readers care about this girl's plight by taking us into the family's crowded trailer, the doctor's office as well as into the girl's classroom where the smart, but shy, Ofelia displayed her artistic talents.
Another example: In the story of Josephine Ke — who works to improve the dreadful reading skills of immigrant junior high students — Camie got beyond the everyday by illustrated how Ke's passion and deep understanding of reading stems from Ke's personal struggles with the English language after she immigrated from Taiwan.
And, in the profile of former schools Supt. Mike Caston, Camie captured the essence of his competitive personality by noting his devotion to USC football (his alma mater) and the fact that one of his prized possessions is a USC football.
These examples also bring up another of Camie's strengths: Source development.
Camie has a rolodex filled with phone numbers of teachers, students, families, former school employees and education experts she can use to add dimension to stories. That's why we are able to include "real people" in all our education stories and don't have to rely on the usual sources in the state bureaucracy and district administration.
I would also especially commend Camie for her effective use of her Spanish-speaking ability. It has been a huge plus on this beat, allowing us access to a whole other world.
For example: By interviewing Spanish-speaking families who'd left the area, we documented a key reason for drops in school enrollment — unaffordability of housing — while school officials and others could offer only guesses about what was behind the slide in numbers.
Another example: While others struggled to understand the district's approval of the new Cesar Chavez Dual-Language Immersion School, Camie visited the school and spoke with the school community about the concept and observed classes. She also visited a prestigious school in Mexico where the dual-immersion approach has been

used for decades to explain why how the program can work.

Which brings up another of Camie's stength's: The ability to produce some fine, in-depth, ahead-of-the-pack pieces of explanatory journalism.

Over the years, Camie has explored/explained major issues:

1) The controvery over the selection of phonics-driven Open Court reading textbooks
2) The success of English-only instruction in some state schools
3) The history, impact and elimination of the bilingual education program
4) Gaps in reading scores between younger and older students
5) A vast number of school reforms, including class-size reduction, standardized tests, elimination of automatic school promotion, etc., etc.

It's obvious that Camie has improved from the many opportunities she has had to receive training from experts (through the Hechinger Institute fellowship conferences - we're usually the smallest paper there) and from travel and investigation time (spent visiting schools in other communities and countries.)

All in all, I consider Camie to be one of the best education reporters in the state.

But I also believe Camie can get even better by challenging school trustees and district officials with a deeper level of questioning, producing more investigative pieces of the educational system and how decision are made and by developing an even sharper edge to some of her stories.

7) Computer literacy: Camie is familiar with all education Web sites and understands the functions of our newsroom Macs. I would like Camie to become more familiar with computer-assisted reporting techniques — spread sheets, databases, etc.

8) Professionalism/Teamwork: Strong team player, helps others, takes direction well. No one the staff works harder or puts more into covering their beat than Camie.

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Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature Camilla C Lee Date March 13 2001

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

ENTERE JAN 2 3 2001 JK

Santa Barbara News-Press

Reporter

Employee Information

Chuck Schultz
Employee Name

Newsroom
Department

staff writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

1-18-01
Immediate Supervisor's Signature | Date

1-18-01
Department Head's Signature | Date

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4. News Sense. A reporter should have a clear ability to determine the most important elements of a story and demonstrate their depth of understanding of news events, including framing and composing photographs that clearly illustrate and expand the story. A reporter should recommend story ideas and demonstrate intellectual curiosity and resourcefulness in gathering the news.

Comments:

//

5. Quantity. A reporter should be capable of covering and writing spot news stories that develop on a daily basis; of writing feature stories that require interviews, investigation and research; and of writing major and lengthy stories on complex subjects.

Comments:

see attached

6. Reporting Technique. A reporter should know and utilize all the basic techniques for gathering and presenting the news. Finished stories should be complete, necessitating a minimum of queries for additional information, sourcing, clarification and organization.

Comments:

"

7. Computer Literacy. A reporter should know and utilize basic techniques of MacIntosh and/or PC operation, including input, note-taking, transfer and ability to access resource material information.

Comments:

"

8. Professionalism/Teamwork. A reporter should maintain a professional attitude, acceptable ethical behavior and demeanor when dealing with colleagues, employees and the public. The reporter should approach the job with an emphasis on teamwork and sensitivity to the overall needs of the department.

Comments:

"

ENTERED APR 0 5 2001

JF

Overall Performance

Considering the performance of the Standards, and Performance Objectives/Development Activities, rate the employee's overall job effectiveness as you see it. (Check One)

- ☐ Consistently Exceeds Expectations
  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
- ☒ Meets Expectations
  Demonstrates a high level of skill in achieving results. Accomplishments substantially meet position requirements.
- ☐ Requires Improvement
  Demonstrates the ability to complete most assignments. Improvement required in some areas.
- ☐ Does Not Meet Expectations
  Performance is unsatisfactory.

Additional Comments

Performance Objectives and Development Activities

Performance Objectives and Measures of Expected Results: Describe the 1 - 3 mutually developed objectives and the results achieved.

1. Objective:

   Result:

2. Objective:

   Result:

3. Objective:

   Result:

Development Activities and Expected Results: List development activities and the results achieved.

Developmental Plans

Describe 1 –3 development activities for discussion during the Planning Session (keep in mind how the measures will be achieved).

Planning Session Date: _____

Employee Comments (Optional)
COMMENTS TO BE ATTACHED LATER.

Employee's Signature _____ Date _____

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Chuck Schultz (attachment)

1.) Lucid, Grammatical and Intelligent Writing: Chuck has an intelligent, straight-forward, careful, clean and clear approach to writing. This style serves to efficiently get the point of any story across to the average reader in an easily understood manner and rarely requires heavy editing for grammar or word choice.
It is a style much appreciated by the City Editor for its clarity, but it also a style that can seem less-than-compelling to impatient readers. This kind of just-the-facts approach often fails to make the best use of pacing, tone or scenes to create tension and momentum. However, it is well-suited for balancing against the often overly emotional, sensational and melodramatic aspects of many court cases — and that was important when Chuck covered the courts, especially since he was specifically charged with restoring the paper's reputation for serious, sober, intelligent journalism .
But this style can also work against the story when there's a need to breathe life into the subject matter. And, while geared to efficiency, this style does not always allow for a deeper and broader exploration of the subtle, finer and more profound aspect of legal issues.
All-in-all, Chuck's approach, while lacking natural fluidity and grace, is more than acceptable in getting across the most important story points. Still, I would like Chuck to make two changes, requiring vigilance and some risk-taking:
A) Invigorate writing with the voice of authority. This will demand extra dedication to becoming a true master of the subject matter, necessitating that all points be buttressed with context and an even wider variety of sourcing. This will also require more selectivity in picking and choosing to quote only the best stuff. It's a hard job to report more, but write less and write better. But this will help convey more points in a stronger way by allowing us to craft more engaging leads, middles and endings that pull the reader through the story.
B) Infuse writing with a variety of literary devices. These include: allusions, similes, metaphors, personification, assonance, alliteration, foreshadowing, scaffolding, occasional humor, dialogue, etc. While they must be used with care — a challenge, particularly when reporting on legal matters — these kinds of devices should be imposed on stories because they can often make points more vividly and effectively and in fewer words than long explanations. When used wisely, they will enliven reporting by bringing to life the meaning and impact of community issues.

2.) Accuracy: Accuracy is one of Chuck's strongest suits. He is careful about word choice, phraseology and meaning. He is always willing to discuss the appropriateness of including questionable facts, statements or commentary. He frequently will ask for guidance in story selection.

3.) Write Under Deadline Pressure: Chuck isn't the fastest writer in the room, but can put the pedal to the metal when circumstances require it. He is good about letting editors know what stories he is working on and any new developments.

4.) News Sense: Chuck understood what was important and what wasn't on the courts beat. He also knows what points need to be made in a story and did a good job of tracking developments in the local courts. He does a pretty good job of turning around the average daily and following a trail.

Chuck has seemed rejuvenated covering Carpinteria and Montecito, coming up with some good stories and mingling more with the masses.

On occasion, Chuck will demonstrate the kind of intellectual curiosity and resourcefulness I'd like to see more frequently in pursuit of gathering news. During the Capt. Greg Stock trial, the College Cuties "Johns" followup and the three-strikes takeout, Chuck asked lots of questions, reached out to lots of unofficial sources, scoured court documents and tried to come up at the news from different angles. I really appreciated that.

I'd urge Chuck to do this more often. I would like to see lots more project (35-inch range) pieces that document and explain the community issues and concerns in Carp, Summerland, Montecito.

5.) Quantity: Chuck does a good job of turning around daily stories and covering any spot news story to which he is assigned. He writes occasional features and has completed a handful of projects. The latter is his weak area. He must work harder to complete lengthy stories on complex and consequential subjects. These should require lots of interviews, investigation and research.

6.) Reporting Technique: Chuck does a good job of using all the basic techniques for gathering and presenting the news. He also makes use of some advanced techniques, but could go futhering in seeking more and different and nonofficial sources, developing better official, but out-of-area sources and really working the beat to get those stories that go beyond the average daily.

7.) Computer Literacy: Chuck seems to know the basic functions of the newsroom Macs and uses the system to take notes, transfer files and access resource material. Like the rest of us, he could probably use a good bootcamp on computer-assisted reporting in order to quickly perform more advanced work with spreadsheets, databases and knowledge of Web sites.

8.) Professionalims and Teamwork: Chuck always maintains a professional attitude and demonstrates exceptional ethical behavior and demeanor when dealing with colleagues, employees and the public. He has worked closely with reporters Dawn Hobbs and Camilla Cohee on projects and those reporters have praised Chuck's

intelligence, earnestness and work ethic.

ENTERED JAN 2 5 2001

Santa Barbara News-Press

Reporter

Employee Information

Morgan Green
Employee Name

Newsroom
Department

Staff Writer
Job Title

Date Started Present Job | Date Started with SBNP

Date Last Review | Date Next Review

(Two Levels of Approval Required)

Immediate Supervisor's Signature — Date 01-24-01

Department Head's Signature — Date 1-24-01

HR Department Signature — Date 1/24/01

Publisher's Signature — Date 1/24/01

Copies: ☐ Employee ☐ Supervisor ☐ HR Department ☐ Publisher's Office

About Performance Review...

Performance Management plays a key role in helping the Santa Barbara News -Press fullfill its future goals. The Performance Management System is designed to provide you with constructive feedback on your performance and assist you with maximizing your productivity. The program is a comprehensive managerial process for developing an environment that enables each employee to reach his/her potential in pursuit of organizational objectives.

After you and your supervisor discuss your per formance, the evaluation form will be returned to you for your signature to confirm that a discussion took place. You may, if you wish, enter additional comments of your own. A copy of the completed form, with your comments (if any), will be given to you and the original will be on file in the Human Resources Department.

Additional information regarding the Performance Management System can be found in your Employee Handbook.

☐ **Job Description Reviewed**

☐ Changes made since last review

☐ No changes necessary

Standards

Discuss strengths and weaknesses for the performance of the following standards:

1. Lucid. Grammatical and Intelligent Writing. reporter should be able to write stories in readily understandable and grammatical English, capturing subtleties and profundities in the event being reported. A reporter should use a variety of writing techniques and approaches to most effectively tell a story. While some editing is considered normal and reasonable, a constant need for heavy editing, frequent major revision or major reorganization of pieces will be considered a deficiency in reporting technique.

Comments:

see attached

2. Accuracy. A reporter should consistently be able to report the news accurately.

Comments:

"

3. Write Under Deadline Pressure. A reporter should be able to write accurate and lucid copy under pressure of deadlines. A reporter should know to report any late developments of stories to the immediate supervisor.

Comments:

"

4. News Sense. A reporter should have a clear ability to determine the most important elements of a story and demonstrate their depth of understanding of news events, including framing and composing photographs that clearly illustrate and expand the story. A reporter should recommend story ideas and demonstrate intellectual curiosity and resourcefulness in gathering the news.

Comments:

"

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Comments:

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Comments:

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ENTERED APR 0 3 2001

JF

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  Consistently demonstrates exceptional achievement in results and how they are achieved. Performance results are well beyond targets.
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Additional Comments

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Planning Session Date: _____

Employee Comments (Optional)

Employee's Signature _____ Date _____

(Your signature indicates that this evaluation has been discussed with you. It does not necessarily imply agreement.)

SBNP/revised-10/00

Evaluation: Morgan

1.) Lucid, Grammatical and Intelligent Writing:

The clarity of Morgan's writing has shown some improvement during the past few weeks, but it's still not as sharp and clear as it should be.

Stories have also been better "personalized" lately, with "real" people in the forefront. But again, they still aren't as effective as they could be because they don't keep the focus throughout on the human outrage/conflict/impact as they should for maximum reader impact.

While the City Desk editors appreciate her most recent efforts, the City Editor and the ACES agree that Morgan's stories have otherwise often been a chore to edit.

Why? Many reasons, but two primarily:

A) Stories, while generally well-reported and well-structured, tend to present the news in ways that highlight bureaucratic policy/procedure/and-or process while subordinating the impact on real people. That makes for copy that is uninteresting.

B) Stories — particularly the lead paragraphs — were frequently choked/clogged with far too many modifiers and other unnecessary, imprecise and hard-to-digest words and phrases. Morgan tries to include too many story angles/developments in her leads. The result is writing that is overworked and hard to understand.

Morgan is a veteran reporter, yet City Desk editors are spending an inordinate amount of time reworking/revising her stories to clarify the writing by making the sentences tighter, less awkward, more precise and more logical, and the transitions smoother and more interesting.

Editors should not have to constantly remind Morgan to clearly state the impact on people up high in the stories and to always include quotes/anecdotes from those people.

2.) Accuracy:

Morgan strives for accuracy. She sweats over word choice and selection of details/information to ensure that her articles are super fair and balanced.

Although not a problem more recently, errors both small and large have tended to show up in Morgan's copy. On occasion, Morgan has made the same mistake twice. (For instance, getting the EMID acronym wrong repeatedly, resulting in some embarrassing complaints from readers.) That should never happen.

3.) Write Under Deadline Pressure:

Morgan generally meets deadlines and has proven effective in pre-writing/pre-researching material for stories. However, she tends to go right down to the wire with stories and then head for home, leaving the City Desk editors to edit without her there to answer questions or rework the story. Since Morgan's

stories have generally required lots of editing, this has led to delays in getting stories over to the copy desk as quickly as we would like and to a great deal of frustration on the part of line editors.

4.) News Sense:

This is Morgan's strongest area, and the one where she makes the greatest impact on the News-Press' daily news operation. Morgan understands and recognizes important news developments on her beat. She has the ability to separate the wheat from the chaff.

She understands the consequential happenings in the Goleta area and has enough experience and sources to keep really close tabs on these developments. She knows how to properly "time" her articles, writing them up just as the issues have reached a head and are at the point of bursting onto the public scene. She gets high marks in this category.

5.) Quantity:

Morgan is extremely productive, generally writing a story or two a day. I can always count on a story from her on a slow day.

6.) Reporting Technique:

Morgan uses all basic and a few advanced techniques to get at the news. These approaches, along with a strong determination to get at the truth, make for a constant stream of generally well-sourced stories.

Must keep in mind: The focus in stories should always been on people and we must tell our stories through people.

7.) Computer Literacy:

Morgan understands the basic workings of the Mac and its applications, e-mail, the value of the Internet. I would encourage her to begin using/creating databases, spreadsheets, etc. to take advantage of computer-assisted reporting techniques.

8.) Professionalism/Teamwork:

Morgan has demonstrated behavior that is generally professional, acceptable and ethical at all times when dealing with collegues, employees and the public. She is a good team player when big news break, always willing to help. Accepts all assignments willingly.

An example: She helped out at the last minute on the "gas cloud" story that crippled a portion of Goleta. She and Vicki went out and interviewed residents.

Of concern is the fact that Morgan can become defensive/argumentative in responding to editor's questions/suggestions for story revisions. She needs to recognize the efforts made by editors on her behalf and approach their feedback and suggestions with a more open mind.

Additional Comments:

Overall, I consider Morgan a good reporter, adequate researcher and professional team player. But her weak writing is a major concern and she must make significant improvement in this area. She must also be more open to editing, feedback and suggestions.

CERTIFICATE OF SERVICE

I hereby certify that on November 23, 2016, an electronic PDF of Joint Deferred Appendix was uploaded to the Court's CM/ECF system, which will send notice of filing to counsel for all participants in the case who are registered CM/ECF users:

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Date: November 23, 2016

MICHEL & ASSOCIATES, P.C.

s/ C. D. Michel
C. D. Michel
Counsel for Petitioner