

**Times Union Proposals for Newspaper Guild/CWA
Of Albany, The Newspaper Guild/CWA (AFL-CIO, CLC) (March 10, 2009)**

CAPITAL NEWSPAPERS DIVISION – THE HEARST CORPORATION (“Company” or “Times Union”) offers the following proposals to modify the AGREEMENT (the “Agreement”) with NEWSPAPER GUILD/CWA OF ALBANY, THE NEWSPAPER GUILD/CWA (AFL-CIO, CLC) (the “Union”). In making these proposals, the Times Union reserves the right to make any additional proposals and/or to withdraw, modify, or amend any proposal during the course of negotiations. A Times Union proposal, or any withdrawal or modification of a proposal, does not constitute a waiver by the Times Union of any interpretation it places upon the current language of the Agreement or an admission that current language does not mean what is contained in the proposed change. All proposals are made without prejudice and without conceding that the content of any proposal may represent an attempt to obtain rights not currently enjoyed.

1. **Term**

Preamble - Change effective date.

In Section 33 (Time Frames), modify effective date to August 1, 2008 and termination date to August 1, 2011.

2. **Limitation on Use of Part-Time/Temporary/Independent Contractors**

Eliminate Section 1. D. (Agreement Non-Application: Temporary & Part-time Employees: Limitation).

3. **Seniority**

Modify Section 3. D. to make seniority one factor, but not the sole factor, for determining who is to be laid off for economy. Further modify Section 3. D. to allow layoffs by department, job title, classification, and/or job function.

Delete Sections 3. E, H, I and J.

4. **Dismissal Pay**

Accept February 26, 2009 Guild proposal on Section 6. E.

5. **Health Care**

Replace the first paragraph of Section 14. B. 1. with the following:

“The Company agrees to provide the current (MVP Healthcare and BSNENY Dental) plans covering medical, prescription drug and dental care benefits for

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employees and eligible dependents, and to pay the cost of said plan during the life of this agreement, less the Employee contribution specified below. Notwithstanding the above, the parties agree that the Company is not prohibited from offering alternative plans, and/or alternative rate structures.”

Enter into side letter regarding vision coverage.

In Section 14. B. 1., replace the fifth paragraph with the following:

Effective 8/01/08, employee will pay for 16 percent of the total cost of health and dental insurance. Effective 1/1/10, employee will pay 25 percent of the total cost of health and dental insurance.

In Section 14. B. 1., delete the following paragraph:

“The increase in employee co-pay in any one year shall not exceed 50 percent of the across-the-board raise at the top scale of the lowest paid classification.”

Accept March 10, 2009 Guild proposal regarding Health Insurance Buyout, for term of the Agreement.

6. **Wages**

Accept March 10, 2009 Guild proposal on terminating the sick day bonus in Section 8, for the duration of the Agreement.

In Section 19, Wage scales shall remain at the 8/1/07 level for the duration of the Agreement.

Delete Section 23 (No Pay Cuts).

7. **Scheduling**

Replace Section 26. D. with the following:

“Employees working on a five (5) day basis shall be given two (2) continuous days off in every seven (7) days, provided that a sufficient staff always be available for publication. Where, due to an emergency, the previously scheduled two (2) consecutive days off are interrupted or canceled or changed, the affected employee shall be granted two (2) consecutive days off in the same work week. The Company may change an employee’s days off with two (2) weeks’ notice, up to two (2) times per year. If the Company makes more than two (2) changes to an Employee’s days off, any change after the second (2nd) shall be mutually agreed on.

Upon mutual agreement, days off need not be consecutive, provided that only the employee may initiate a request for non-consecutive days off. No employee shall in any way be penalized for not requesting non-consecutive days off. Employees who agree to non-consecutive days off may return to consecutive days off with one month's notice."

8. **Overtime**

Accept March 10, 2009 Guild proposal regarding overtime, for term of the Agreement. Modify Section 26 C., 26 F., 26 G. and Memorandum of Agreement regarding Job Sharing accordingly.

9. **Proposals Withdrawn**

- Section 1. B. Titles.
- Section 4. Normal Work.
- Section 14. B. 1. 53rd Pay Period.
- Section 24. Photographer/Reporter.
- Grievances/Information Requests.