

Los Angeles Times Guild

Contract summary and highlights



Bargaining Committee:
Anthony Pesce, Co-Chair
Carolina A. Miranda, Co-Chair
Kristina Bui, Vice Chair
Matt Pearce, Vice Chair
Paul Pringle, Vice Chair
Jay L. Clendenin
Hugo Martin
Alex Wigglesworth

Introduction

The long wait is over! What follows is a summary of our proposed contract, which the Bargaining Committee negotiated with the company over the past 15 months.

Some quick highlights on what we've won:

- An immediate 12.5% increase to overall payroll, with an average raise of more than \$11,000.
- About 200 people are getting raises of at least \$10,000.
- A \$250 advance on the digital subscription incentive program for every member of the unit (essentially, a signing bonus).
- Extensive wage scales for minimum pay, locking in step raises that extend to 21 years of industry experience.
- Almost everyone will receive a raise of at least 5%. In years two and three of the contract, everyone will receive raises of at least 2.5%.
- Job protections including a "just cause" disciplinary standard, seniority in layoffs, and limits on the company's ability to subcontract or outsource your work.

Next steps

Once the Guild headquarters and our counsel have had an opportunity to review the contract, we'll send it out to you for review. We strongly encourage you to read the contract in its entirety, not just this summary, before you vote whether to ratify.

The Bargaining Committee will hold informational sessions in person and via conference call to answer questions about the contract. Please stay tuned for times and dates.

The Elections Committee is organizing the ratification vote, which you can expect to take place in the next couple of weeks. You must have a signed membership card on file to vote. If you have not signed one yet, please get in touch with new member coordinator Alison Dingeldein.

Length

Our contract will last three years, and before it expires, we will begin negotiating a "successor agreement." If we're not able to finish bargaining our successor agreement before the current contract expires, the existing terms of our contract will largely remain in effect. We did not win a "successorship" clause that would require a new owner to honor our contract if the paper were sold.

Pay, Dues & Much More

Details on pay increases and dues, along with many other issues, are addressed in the summary below.

Logistics

- **Pay raises:** If we ratify the contract within the next few weeks, the raises should be made effective on Sunday, Oct. 20. You probably won't see this in your paycheck until sometime in November, depending on how long it takes for the company to implement its new payroll system, but you will receive back pay retroactive to Oct. 20. If you have an issue with pay, first address it with your supervisor.
- **Annual increases:** In the future, everyone's across-the-board increases and step increases, if applicable, will go into effect once a year on the same day each year: the first full pay period after Oct. 1.
- **Enforcement:** Our contract will be enforced through a multi-step grievance and arbitration procedure. We will hold training sessions to explain how it works. It will be our responsibility to enforce our contract.
- **Ratification:** Now that we have an overall tentative agreement, the Bargaining Committee cannot make changes to any part of this contract. You have to vote up or down on the entire document. If you vote yes, the contract goes into effect; if you vote no, the Bargaining Committee goes back to the table.

Pay

- We've negotiated minimum wage scales for each job classification, with step increases extending up to 21 years of industry experience. Some below-scale employees who get lifted up to these new minimums will be receiving raises of more than 20%, 30% and even 40%.
- Most bargaining unit employees making above-scale pay will receive a 5% pay increase immediately. In years two and three of our contract, above-scale employees will receive a 2.5% pay increase in addition to any applicable increases from moving to a more experienced pay bracket. That's a minimum increase of about 10% over three years.
- You are not eligible for a pay increase in year one if:
 1. You received a raise after June 19, 2018, and are now earning more than 5% above the minimum for your job classification and years of experience.
 2. You were hired after June 19, 2018, and you're earning more than 5% above the minimum for your job classification and years of experience.

These employees become eligible for Guild-negotiated raises in years two and three of the agreement.

- We've negotiated a subscriber incentive plan, under which everyone in the bargaining unit will get a \$500 bonus if the newspaper adds 25,000 paid digital subscribers this quarter (and for the next three quarters). The company has agreed to pay us the first \$250 from this quarter's incentive plan once we ratify the contract.
- Salaried employees are now entitled to "premium" (overtime) pay at 1.5x their ordinary rate for work over 40 hours in a week or over 80 hours in any pay period. Premium pay should be approved in advance by your supervisor.
- You're entitled to \$15/hour or the California minimum wage (whichever is higher) when you are on-call. On-call time does not count toward hours worked. If called in, employees receive their regular rate of pay.
- You're entitled to an additional \$5/hour pay if you're assigned to work in a higher-paying classification, such as a reporter temporarily filling in for an assistant editor. Times Community News employees who are assigned L.A. Times shifts are entitled to an additional \$10/hour.
- Nothing in the contract prevents you from individually negotiating for higher pay.

Health & Other Benefits

- We kept medical costs relatively stable for 2019 (or lower, in most cases) compared with what we had under Tronc, despite the company losing Tronc's bulk discount. For future cost increases, every year the company will absorb the first 3.5% of any premium increase, before splitting the remainder with us 50-50.
- The company can't change our medical plans — including deductibles, copays, out-of-pocket maximums or provider networks — without the Guild's agreement, except in extremely limited circumstances (if a provider stops offering a plan or it no longer complies with law). And even then, the company would be required to find a plan that's as similar as possible.
- We've negotiated an additional 6 weeks of paid time off for new parents, as well as full benefits during book leave.
- We've locked in our existing 401(k) benefits and plan provider (Vanguard). The company can't change it without first negotiating with the Guild.

- Salaried employees will continue to receive “unlimited” (non-accruing) vacation time subject to manager approval. But we did negotiate a contractual guarantee that you can continue to take as much time off as you’ve had before (make sure to log your vacation in Workday in case you need to make an argument about this later).
- We’ve negotiated an increase in the company’s transit benefit from \$60 per month to \$70 per month.
- If you want to telecommute, your supervisor has to be fair and equitable when considering your request. If your supervisor rejects your request, you have the right to appeal to Human Resources, which will reconsider the request in conjunction with the appropriate deputy managing editor or department head.
- The company will continue to provide free parking at the El Segundo headquarters or parking subsidies for employees who work elsewhere and currently receive them.

Job protections

- You are no longer an at-will employee who can be terminated for any reason. The company can discipline or fire you only for “just cause,” a legal standard that includes due process, reasonableness and fairness. The burden of proof for any discipline falls on the company.
- We have negotiated extensive limits to the company’s ability to subcontract or outsource our work, plus limits to the use of freelancers to replace our work and on the use of temporary employees. Those include a guarantee that the company will not enter into partnerships with entities that share ownership with the Times for the purpose of creating a “shadow newsroom” to replace bargaining unit jobs.
- Our contract includes protections against discrimination, harassment and retaliation. Those protections include a contractual enforcement mechanism, through our grievance and arbitration procedure, for enforcing California’s Fair Pay Act. You’re eligible for full civil remedies under the law (like back pay) if you’d like to pursue arbitration via the Guild instead of suing the company.
- The company can change your beat or assignment only for legitimate business reasons, not for disciplinary or retaliatory purposes. The company can’t transfer you to another work location that forces you to relocate your home without your consent.
- Our bosses cannot establish subscription conversion quotas or work quotas (write x number of stories per day or face discipline), though they can create ranges to measure expected productivity (write an average of 3 to 5 stories per day or per week).

- If you reasonably believe an assignment would put you at risk of injury, you can decline it without facing discipline or loss of pay.
- We've negotiated contractual protections against monitoring in the workplace via security cameras in work areas, real-time monitoring of computers and devices, or accessing data on work systems like email and Slack.
- The Metpro program is now enshrined in our contract, with important improvements and a dedicated advisory committee.
- We'll be evaluated on an annual basis, but job evaluations cannot be used for discipline.
- Guild members retain the right to speak freely and openly about working conditions at the company.

Layoffs

- We've negotiated a highly structured layoff procedure, providing notice, buyouts, severance and seniority protections.
- If the company wants to lay off Guild-represented employees, it must:
 1. Give the Guild, and the newsroom, at least 30 days' notice of the intended layoff. The Guild will have the opportunity to negotiate ways to soften the impact or find other, less painful ways to make budget cuts.
 2. Offer voluntary buyouts before laying people off involuntarily.
 3. Give employees who have recently worked in another classification or layoff group the option to "bump" into their old job.
 4. Maintain a recall list of laid-off employees, who will be given first priority for any job that comes open during the first year after their layoff.
- For buyouts, the company must pay an "enhanced" severance rate of four weeks of pay for the first year of service, plus two weeks of pay for each subsequent year, with a cap of one year.
- For involuntary layoffs, the company must pay severance at a rate of three weeks of pay for the first year of service, plus 1.2 weeks (six days) of pay for each subsequent year, or fraction thereof, with a cap of one year. Medical benefits will continue for the length of the severance, but they won't last less than two months.

- Involuntary layoffs will be conducted in order of inverse seniority (last in, first out), which is determined by your hire date. The company can only divert from that order 15% of the time. For example: If the company wants to lay off 20 people, managers can “skip” over three in the group, choosing instead to lay off the next three least-senior employees. (Those three employees laid off out of seniority order would be eligible to receive the “enhanced” severance.) The company cannot “skip” over someone and instead lay off someone with far more seniority.

Intellectual property

- You have a contractual right to write books based on your work for the L.A. Times, even if the L.A. Times owns the copyright to the original material. “Derivatives” of Times copyrighted material — such as a movie deal, TV show, or podcast based on your original Times work — need to go through the company. You’re not contractually guaranteed any additional compensation or revenue-sharing for these non-book projects, though the company may choose to provide it on a “fair and equitable” basis.
- You have a right to withhold your name and likeness from a derivative project the L.A. Times is participating in, as long as it’s because of an ethical objection.
- You otherwise retain the rights to all work you don’t produce for The Times, per U.S. copyright law.

Journalism and ethics

- The company must provide us with the equipment we need to do our jobs including cell phones for most employees, computers, photography equipment and safety equipment (like fire masks).
- If your job requires you to learn a new skill or perform a new duty, the company must provide you with reasonable and necessary training.
- You have a right to withhold your byline or creditline prior to publication if you have an ethical objection, though you may not remove your byline from something already published.
- If you’re given an assignment you object to on ethical grounds, you have a right to file an “assignment despite objection” form and withhold your byline.
- Our contract enshrines the legal indemnification we’re entitled to under California law, even for out-of-state employees. If you’re sued for your work, the company has to defend you.

Job postings and diversity

- The company must post all open jobs at the level of “deputy” and below, giving bargaining unit members an opportunity to apply. The company must give Guild-represented employees first consideration for open positions (assuming equal qualifications) ahead of external applicants.
- The company will be required, where practical, to interview at least two people from traditionally underrepresented backgrounds for each job. We’ll have a joint diversity committee with access to hiring and interview data to hold the company accountable.

Scheduling

- You have a contractual right to a consistent schedule with at least 12 hours between shifts and consecutive days off — no “split” weekends. Company seniority will be taken into account for departmental scheduling if there are conflicts.
- Your manager must give you two weeks’ notice before changing your schedule, except in the event of an emergency or to cover for a coworker’s unplanned absence.
- If you’re salaried and required to work on a company holiday, you’ll get two additional paid days off, and your manager must let you take them within two pay periods of the holiday. If you’re hourly, you can choose between an additional day’s pay or an additional day off.
- You have a right to negotiate additional compensation and/or time off for assignments where you work continuously beyond seven days.

Dues

- We’ve negotiated a “Guild shop” clause, requiring all employees to pay Guild dues or their legal equivalent, “agency fees” (for non-members represented by the Guild), as a condition of working for the Times. For ease of payment, you’ll be able to sign a dues checkoff form allowing the company to withhold dues from your paycheck and remit them directly to the Guild (instead of having to write a check every month).
- Dues are set at the minimum under The NewsGuild-CWA constitution. They will typically be \$1 plus 1.3846% of your monthly base pay — that excludes one-time bonuses, incentives and overtime — up to a current maximum of \$155.85 per month.
- Individuals who choose not to become Guild members and instead pay agency fees can still count on union protections and representation when needed.