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Location: **CA San Francisco**

Union: **Northern California Newspaper Guild**

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workers

Rec'd
8/21/00

A G R E E M E N T

NORTHERN CALIFORNIA NEWSPAPER GUILD

AND

SAN FRANCISCO NEWSPAPER AGENCY

SAN FRANCISCO CHRONICLE

SAN FRANCISCO EXAMINER

November 2, 1993 to November 1, 1998

Extended Through 7-1-2005
(See last 3 pages)

NORTHERN CALIFORNIA NEWSPAPER GUILD
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for contract effective
November 2, 1993-November 1, 1998

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AGREEMENT

between the
NORTHERN CALIFORNIA NEWSPAPER GUILD
and the
SAN FRANCISCO NEWSPAPER PUBLISHERS ASSOCIATION
as representative and authorized agent of:
THE SAN FRANCISCO CHRONICLE
THE SAN FRANCISCO EXAMINER
and the
SAN FRANCISCO NEWSPAPER AGENCY

Effective: November 2, 1993; Terminating: November 1, 1998

THIS AGREEMENT, by and between SAN FRANCISCO NEWSPAPER PUBLISHERS ASSOCIATION, as representative and authorized agent of: THE CHRONICLE PUBLISHING COMPANY, Publisher of SAN FRANCISCO CHRONICLE; THE HEARST CORPORATION, San Francisco Examiner Division thereof, Publisher of SAN FRANCISCO EXAMINER; and SAN FRANCISCO NEWSPAPER AGENCY; hereinafter referred to collectively as the "EMPLOYERS" and individually as the "EMPLOYER" and the NORTHERN CALIFORNIA NEWSPAPER GUILD, a local chartered by THE NEWSPAPER GUILD, hereinafter referred to as the "GUILD", for itself and on behalf of all the employees of the Employers in the editorial and commercial departments, including advertising, business office, inside circulation office and clerical employees (other than employees in the circulation department doing executive supervisory work under the circulation manager); except those employees specifically hereinafter mentioned.

WITNESSETH

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I COVERAGE

- (a) All of the conditions and benefits contained in this Agreement shall apply to all employees who now or hereafter during the life of this Agreement may be employed in the aforementioned departments of the aforementioned Employers, except such employees as are otherwise specifically provided for in this Agreement. It is specifically understood and agreed that the bargaining unit covered by this Agreement does not include any of the employees of the Industrial Relations and Personnel Department.
- (b) The jurisdiction of the Guild is:
 - (1) The kind of work which is customarily or presently performed by the Employers' employees within the unit covered by this Agreement;
 - (2) Any kind of work that is a substitute for or evolution of the work customarily or presently performed in said unit; and
 - (3) Any other kind of work assigned to be performed within said unit.

Performance of such work, whether by presently or customarily used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Employers covered by this Agreement.

- (c) The following positions shall be exempt from all terms of this Agreement and the establishment of (b) above shall not affect the kind of work customarily or presently performed in such positions by said exempt employee(s):

SAN FRANCISCO NEWSPAPER AGENCY

President/Chief Executive Officer
Senior Vice President Administration
Vice President, Finance
Controller
Director of Finance
Budget Director
Credit Manager
Accounts Receivable Manager
Assistant Accounts Receivable Manager
Operations Accounting Manager
Payroll Division Manager
Director, Internal Audit
Corporate Finance Manager
Director of Administrative Services
Purchasing Manager
Assistant Purchasing Manager
Facilities Manager
Director (MIS)
Systems Engineers
Manager, Technical Systems
Senior Systems Analysts (2)
Senior Vice President/Advertising and Circulation
Advertising Director
Retail Advertising Manager
Advertising Business Development Manager
San Francisco Examiner Magazine Advertising Manager
Retail Sales Manager (5)
Financial Planning Manager
National Sales Manager
Classified Advertising Director
Classified Division Managers (2)
Classified Training Coordinator
Classified Advertising Sales Customer Service Supervisor (3)
Classified Senior Outside Sales Coordinator
Classified Support Services Supervisor
Classified Customer Account Supervisor (2)
Classified Administrative Support Supervisor
Computer Programmers
Circulation Accounting Manager
Commercial Printing Administrator
Ad Makeup Supervisor
Ad Layout Manager
Newsprint Manager
Marketing Director

Creative Manager
Vice President/Circulation Director
City Circulation Manager
Suburban Circulation Manager
Customer Service Center Manager
Assistant Customer Service Manager
Circulation Customer Service Supervisors (6)
Circulation Sales and Marketing Manager
Circulation Administration Manager
Circulation Promotion Manager
Circulation Budget Special Projects Manager
Circulation Sales Development Manager
Administrative Manager, Production Division
Financial/Budget Analyst, Production Division
Ad Makeup/Ad Services Manager
Admark Order Entry Manager
Ad Makeup/Ad Systems Manager
Sales Verification and Order Entry Supervisors (2)

Up to fifteen (15) Confidential Secretaries assigned to any of the positions listed above.

SAN FRANCISCO CHRONICLE

Publisher
Editor
Associate Publisher
Arts Editor
Enterprise Editor
Auditor/Chief Accountant
Art Director
Director of Photography
City Editor
Controller
Nation/World Editor
Entertainment Editor
Deputy Entertainment Editor
Executive Business Editor
Deputy City Editor
Editorial Page Editor
Executive Editor
Executive Sports Editor
Director of Editorial Graphics Technology
Library Director
Managing Editor
Director of News Operations
Night City Editor
Night Page One Editor
Office Manager
Promotion Director
Assistant Managing Editor/Page One
Assistant Managing Editor/Features
Washington Bureau Chief (subject to MOU #12)

Confidential Secretaries to:
Publisher
Associate Publisher
Controller

Systems Coordinators (3)
Food Editor

SAN FRANCISCO EXAMINER

Publisher
Executive Editor
Art Director
Assistant Resident Controller
Assistant Managing Editor/Enterprise
Sunday Magazine Editor
Business Editor
Metro Editor
Director of Promotion
Editorial Page Director
Assistant Managing Editor/Features
Managing Editor/Operations
Foreign/National Editor
General Manager
Director of Photography
Head Librarian
Managing Editor
Executive News Editor
Resident Controller
Deputy Metro Editor
Sports Editor
Arts Editor
Copy Desk Chief
Assistant Managing Editor/News
Systems Editor
Director of New Technology
Assistant Systems Director
Systems Administrative Assistant

Confidential Secretaries to:
Publisher
Executive Editor
General Manager
Managing Editor
Resident Controller

- (d) Notwithstanding the provisions of Article I (a) and (b), the Employer's use of editorial work or products such as news stories, feature stories, cartoons, art work and photographs which are obtained from persons who are non-employees may continue in accordance with past practice, which shall not be extended. (Subject to MOU #2 and MOU #7)
- (e) All positions created by the Employer during the lifetime of this Agreement, and which clearly are of a supervisory, managerial or confidential nature shall be exempted from all the terms of this Agreement. Provided, however, that:

- (1) The Guild shall receive written notification from the Employer of each newly created position;
- (2) The Guild may, within 90 days of receipt of such notification, initiate discussions with the Employer to challenge the exempt designation; and
- (3) In the event of a failure of the parties to reach agreement on the status of the newly created position, the matter may be moved to arbitration pursuant to the procedures set forth herein under Article VI of this Agreement.
- (4) Within 90 days after execution of the Agreement a joint committee of the Agency and the Guild will review the Agency exemptions listed in (c) above and update the list by removing outmoded titles and replacing with current titles for the exemptions of the Agency.

Provided further, that failure of the Guild to challenge the exempt designation within the 90-day period set forth above shall be deemed a waiver of its rights in this regard, and shall preclude the issue from otherwise being raised.

ARTICLE II GUILD SHOP

- (a) All employees coming under the terms of this Agreement shall apply for membership in the Guild. In the event of failure to become a member no later than thirty (30) days from the start of his/her employment, or thirty (30) days from the effective date of the contract in effect at the time of the start of his/her employment and providing for Union membership as a condition of employment, whichever is later, the employee shall, upon formal notice from the Guild, be discharged. All employees who as of such date are or become members of the Guild shall remain members in good standing during the life of this contract, and for failure to do so shall be discharged upon formal notice from the Guild. This provision does not apply to employees hired before January 1, 1963, and who have not subsequently become members of the Guild.
- (b) Any employee who is discharged under the provisions of paragraph (a) shall receive no dismissal pay.

ARTICLE III CHECKOFF

Upon an employee's voluntary written assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild weekly all membership dues levied by the Guild. Such membership dues shall be deducted from the employee's salary in accordance with a schedule furnished the Employer by the Guild on the first day of each month. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. All such assignments and deductions shall be made in conformity with local, state and federal legislation.

ARTICLE IV NO DISCRIMINATION

- (a) Whenever one gender is used in this contract, it shall be construed to mean either sex.
- (b) There shall be no discrimination in hiring, retention or promotion because of race, creed, color, sex, national origin, age, sexual orientation, membership or activity in the Guild.

- (c) The parties agree to cooperate in efforts, consistent with this Agreement, to accomplish a balanced workforce including racial minorities and women. Each Employer and the Guild shall meet within three (3) months of the execution of the new contract to discuss means to accomplish a balanced workforce by the year 2000. This goal shall consider population, the pool of qualified applicants, the availability of openings within the bargaining unit, and other relevant factors. Thereafter, each Employer and the Guild shall meet at least twice a year to review progress toward accomplishing that goal. The goal referred to herein, or any other proposal or goal that may be developed in the meetings established by this sub-Section, shall not be subject to the grievance and arbitration process. Either party may, however, raise in the grievance/arbitration procedure a failure of the other party to meet and discuss the subject covered herein.
- (d) The terms and conditions of this Agreement, including but not limited to those provisions relating to recruitment, hiring, layoff, promotion, transfer, recall and seniority, shall not be construed, interpreted or implemented so as to conflict with requirements of the non-discrimination laws or so as to conflict with any agreement to which the Guild and the Employer are parties resolving any proceeding alleging violation of the non-discrimination laws. If and when either party believes an actual situation has developed in which implementation of this Agreement would conflict with the non-discrimination laws, it shall immediately raise the matter with the other party for discussion and appropriate action.

ARTICLE V INFORMATION

- (a) The Employer shall furnish to the Guild in writing within ten (10) days after their employment or transfer the following information for all persons hired or transferred into the Guild jurisdiction after the effective date of this contract:
 - (1) Name, address, telephone number, birthdate sex, race and social security number.
 - (2) Date of hiring or transfer.
 - (3) Contract classification.
 - (4) Experience rating and experience anniversary.
 - (5) Status (including whether part-time or temporary; if temporary, for what purpose).
 - (6) Department (including sub-department).
 - (7) Place of work if not in main plant.
 - (8) Salary.
 - (9) Formula for any commission or bonus arrangement.
- (b) The Employer shall notify the Guild in writing, within thirty (30) days, of the changes in the above information, and within ten (10) days of any leaves of absence or returns from leaves.
- (c) The Employer also shall furnish to the Guild in writing the name, contract classification and wage therefor of any employee whose employment has been terminated by resignation, retirement or death within ten (10) days after such termination. In the event of death of any employee the Employer shall provide the Guild with the name or names of such beneficiaries as named by the deceased.

ARTICLE VI ADJUSTMENT OF DISPUTES

- (a) A grievance committee, designated by the Guild, shall be established to settle amicably with a committee appointed by the Employer, all grievances arising under this contract.

- (b) A grievance shall be submitted only by a written notice from the complaining party to the other party briefly setting forth the facts giving rise to the grievance, the ground of complaint and the action sought. The parties agree to meet within fifteen (15) days after notification by either side that it has a grievance open for discussion.
- (c) A grievance raised under (b) above may be moved to arbitration by either party at any time more than ten (10) calendar days after receipt of the written notice in (b) above, but in no event later than sixty (60) calendar days of receipt of such notice in the case of a discharge grievance (this time may be extended by mutual agreement). The motion for arbitration shall be by written notice from the moving party to the other party. The parties then shall take the issue to arbitration according to the procedures hereinafter set forth.
- (1) The Employer and the Guild agree to the following panel of twelve (12) arbitrators: Armon Barsamian, Barbara Chvany, John Kagel, Sam Kagel, Kathy Kelly, Gerald McKay, Donald H. Wollett, Charles Askin, Ken Silbert, Thomas Angelo, Alexander Cohn, Anita Christine Knowlton.
 - (2) Within five (5) days after receipt of the written notice of arbitration, the parties shall meet and select an arbitrator from such panel. In the event there is disagreement as to which of these arbitrators shall serve, he/she shall be selected by the elimination process.
 - (3) In the event that the arbitrators on the panel set forth in Paragraph (2) above are unable or unwilling to serve in any arbitration, the parties shall select an arbitrator in the manner prescribed in the California Code of Civil Procedure Section 1281.6. This procedure shall be followed by asking the Presiding Judge of the San Francisco Superior Court to select an arbitrator by the method provided in C.C.P. Section 1281.6 without the filing of a petition.
 - (4) The party seeking arbitration shall state in the written notice of arbitration whether the procedure in paragraph 5 or 6 of this Section (c) shall be followed.
 - (5) Informal Hearing: The hearing shall be without transcript and without formalities normally attendant upon a formal arbitration. The arbitrator shall in such cases as he/she deems possible issue his/her decision and remedies at the conclusion of the hearing. Otherwise, he/she shall issue his/her decision and remedies as soon as possible. In either instance he/she shall reduce his/her decision and remedies to writing and at his/her option may or may not include an opinion.
 - (6) Formal Hearing: The hearings shall be with a transcript and the normal formalities attendant upon a formal arbitration. The arbitrator shall issue his/her written opinion, decision and remedy as soon as possible after receipt of the transcript and briefs if they are filed.
 - (7) The Informal Hearing procedure should be limited to cases where there is no substantial difference between the parties as to the facts of the grievance and where a large number of witnesses would not be required in the presentation of the case; otherwise, the Formal Hearing procedure should be invoked. If dispute arises as to which procedure to follow, then such dispute will be presented to the arbitrator to be decided before the arbitration begins.

- (8) The decisions including remedies issued by the arbitrator shall be final and binding. All issues concerning arbitrability shall be submitted only to the arbitrator for decision and such decision shall be final and binding.
 - (9) The arbitrator shall follow rules of procedure agreed to by the parties, but in the absence of agreement thereon, the rules of the voluntary labor arbitration tribunal of the AAA shall govern.
 - (10) Expenses of arbitration which are jointly incurred shall be shared equally by the parties, except that neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right of access to the record.
- (d) Renewal of this Agreement shall not be an arbitrable matter and is not subject to this Article.

ARTICLE VII JOB SECURITY

- (a) Discharges may be either (1) for good and sufficient cause, or (2) to reduce the force.
- (b) In any case where the Employer discharges any regular employee of thirteen (13) or more consecutive calendar weeks' service, such employee shall at the Employer's option be suspended for a period of two (2) weeks with pay or be required to remain on the job during such two (2) weeks' period. In either event, said two (2) weeks' period shall begin with the day notice is given to the employee and written notice mailed to the Guild (or whichever is later) so that the grievance committee may, if it so elects, consult with the Employer prior to the termination of said two (2) week period. In the event of gross misconduct or in the case of an employee with less than thirteen (13) consecutive weeks' service, the employee may be discharged without advance notice. A newly hired employee shall be considered a "probationary" employee for a period not to exceed thirteen (13) weeks; probation for part-time employees shall be pro rated, up to a maximum of six months from date of employment excluding training programs. (For Agency employees, the probationary period will begin after completion of employee training program for inside sales jobs, classified telephone sales jobs and customer service representative jobs.) During this probationary period (or during the training period referred to in the prior parentheses), the employee shall be subject to discharge without recourse to the grievance/arbitration procedure of this Agreement. A probationary employee's work performance shall be reviewed periodically, including a discussion with the employee of his/her job progress.
- (c) The prerogative of the Employer to discharge to reduce the force shall be maintained and shall not be subject to arbitration.
- (d) All dismissals, except as provided in Section (b) above, and any dispute as to the application of the provisions of this Article VII, shall be subject to review and arbitration as provided in Article VI of this contract.
- (e) In the event the arbitrator orders reinstatement of any employee who has been dismissed under the provisions of this Article, such employee shall be reinstated to his/her position with service record unimpaired. The arbitrator shall determine other conditions of reinstatement, including but not limited to back pay. This section shall not be construed in any manner which provides dismissal pay in addition to back pay.

(f) Reductions in Force

"Classification" in this Article VII shall mean the Job Titles listed in Schedules "A", "B" and "C", except that in Schedule "A" copy editors shall be grouped with news-side desk persons, reporters with rewrite persons and city-side desk persons, and artists with retouchers. Display advertising salespersons shall be divided into national advertising salespersons and retail advertising salespersons. "Department" in this Article VII shall mean the inside circulation department; the advertising department; business office including such clerical jobs not otherwise departmentalized; promotion department and editorial department, provided that the sports department, women's or society department, Sunday department and library shall be treated as separate departments.

- (1) The Employer shall notify the Guild in writing of the intention to effect dismissals to reduce the force, stating the number, classifications and departments of jobs affected, and providing, in such notice, seniority lists showing the employees in the classifications and departments affected, their length of service with the Employer and their length of service in the classification and department. Within a period of not more than one (1) week from the date of such notice, any employee in the classification and department affected may retire in accordance with Article V of the Retirement Plan, or if employed less than nine (9) years may resign voluntarily and take dismissal pay under the provisions of Article VIII, provided the total number of such resignations shall not exceed the number of jobs affected in a given classification and department, and provided that any employee paid above top minimum scale, exclusive of premiums or differentials, may only resign and take dismissal pay with permission of the Employer. In the event the employee(s) who, as a result of this procedure, would be retained, does not possess the necessary qualifications to meet the Employer's requirements for the job vacancy or vacancies thereby created, then the employer shall have the right to go first to the rehiring list or, if necessary, outside the rehiring list to find such qualified person(s) and this (these) person(s) shall displace the employee(s) with the least length of service in that classification and department.
- (2) Dismissals, to the extent required after any such resignation, shall be in the inverse order of length of service within the departments and job classifications concerned, but employees paid at or above their top minimum salary and whose services are individually of major importance to the Employer (including employees whose services are of major importance in the performance of special functions) need not be dismissed because of low seniority.
- (3) Such dismissals shall be made effective three (3) weeks from date of the notice in Paragraph (1) above and upon two (2) weeks' notice to the employee and the Guild. Said two (2) weeks' period shall begin with the day notice is given to the employee and written notice is mailed to the Guild (or whichever is later).
- (4) The employee so notified may elect to take another job, (a) in a classification and department from which the employee has been transferred or promoted; or (b) if the employee possesses the necessary qualifications to meet the Employer's requirements for the job, in the same classification in another department, or in a lower classification in the same department; provided such a job is held by an employee with less overall service with the Employer. If the employee makes an election under (b) herein, and if the Employer contends that the employee does not possess the necessary qualifications to meet the requirements for the job, the Employer need not accept such election unless and until the matter has been adjusted under the grievance procedure. Such an election must be exercised within

seven (7) days after the beginning of the two-week period specified in paragraph 3 above. The employee being displaced by such election shall be selected in accordance with paragraph 2 above. Such an employee shall have the same election rights as the employee who displaces him/her provided that this shall not extend the period of three-week notice the Employer is required to give hereunder beyond the necessity of giving any employee the prescribed two-week notice. Not more than two such elections shall be permitted for any one dismissal.

- (5) The pay of any employee who elects to return to a lower classification as in paragraph 4 above shall be the top minimum in that lower classification, plus any differential the employee may have enjoyed when formerly in that classification. While so downgraded, the employee shall have a preferential right to fill an opening in the classification and department from which he/she stepped down, provided his/her overall service with the Employer is greater than that of other applicants. In the event he/she is subsequently so upgraded to his/her former classification and department, any differential above the minimum that he/she may have enjoyed when formerly in that higher classification shall be restored.
- (6) The result of the above procedure shall be that the number of jobs eliminated in any given classification in any given department shall be the number desired by the Employer.
- (g) When the Employer makes discharges to reduce the force, such discharged persons shall be placed upon a rehiring list. In the event Management rehires from this list, it will give due consideration, among other objective factors, to general competency, qualifications, ability to do the work assigned and length of service of any person on such rehiring list, but first consideration will be given to the factor of length of service. Throughout the life of this contract, no position - other than positions excluded from this contract - shall be filled by the Employer by hiring, transfer or promotion except from the rehiring list unless such list is exhausted with respect to the general type of work for which an additional employee is desired. If the Employer needs someone with special qualifications not possessed, in the opinion of the Employer, by any person on the rehiring list, the Employer may go outside the list with notifications to the Guild. Disputes, if any, on this point are to be adjudicated by arbitration as provided in Article VI. The Employer shall supply to the Guild the names of those persons who are placed on the rehiring list, with the date of their discharge, and the Employer shall notify the Guild when persons are hired from such list. Any such person who is offered comparable employment and refuses same shall be removed from such list. Names will be removed from the rehiring list when on the list two (2) years.
- (h) It is agreed that an employee who resigns and takes dismissal pay as provided in Section (f) shall not be placed upon the rehiring list. Time spent by employees on the rehiring list shall not be considered as service time. Should any person be rehired from such rehiring list, he/she shall be credited with his/her former length of service for all purposes except dismissal pay, but if he/she refunds his/her dismissal pay, he/she shall also be credited with his/her former length of service for dismissal pay purposes.
- (i) There shall be no discharges solely because of the signing of this contract or because of modifications in the event of annual reopening.
- (j) Upon notice of discharge, an employee making written request within eighty-four (84) working hours shall receive in writing from the Employer or the Employer's representative, a statement of the cause of the employee's discharge.

- (k) Except as modified in this Article VII, Management has authority to select employees from any source, be the judge of competency and the number of employees required.
- (l) Temporary employees are exempt from the provisions of this Article.
- (m) New Equipment - The Employer and the Guild agree that every reasonable effort shall be made to reduce the impact upon employment due to new equipment or technological changes and improvements. Employer agrees to notify the Guild one hundred and twenty (120) days prior to the date such new equipment or technological changes are scheduled for installation and upon the request of the Guild agrees to meet for consultation for the purpose of considering retraining and other measures to provide the minimum adverse effect upon employment opportunities which are consistent with the efficient operation of the affected department. Failing to reach agreement within forty-five (45) days after notice has been served, the differences may immediately thereafter be moved to arbitration, by written notice of either party, under the procedure set forth in Article VI (2). Nothing in this sub-Section shall restrict or impair the right of the Employer to install such new equipment or technological changes. No regular full-time employee with one or more years of continuous and uninterrupted service, or the equivalent thereof in the case of a part-time employee, shall be dismissed to reduce the force as a result of the installation of such new equipment or technological changes. Any such employee of lesser service who is dismissed to reduce the force as a result thereof shall receive one hundred fifty percent (150%) of the amount of Dismissal Pay provided for in Article VIII.

ARTICLE VIII DISMISSAL PAY

- (a) When an employee other than those exempted from the terms of this contract as herein provided is discharged, that employee shall receive a dismissal payment in a lump sum or by mutual agreement in reasonable instalments on regular payroll dates in accordance with the following schedule for years of continuous and uninterrupted employment:

13 weeks but less than 6 months	1 week
6 months and less than 1 year	2 weeks
1 year and less than 1-1/2 year	3 weeks
1-1/2 years and less than 2 years	4 weeks
2 years and less than 2-1/2 years	5 weeks
2-1/2 years and less than 3 years	6 weeks
3 years and less than 3-1/2 years	7 weeks
3-1/2 years and less than 4 years	8 weeks
4 years and less than 4-1/2 years	9 weeks
4-1/2 years and less than 5 years	10 weeks
5 years and less than 5-1/2 years	11 weeks
5-1/2 years and less than 6 years	12 weeks
6 years and less than 6-1/2 years	13 weeks
6-1/2 years and less than 7 years	14 weeks
7 years and less than 7-1/2 years	15 weeks
7-1/2 years and less than 8 years	16 weeks
8 years and less than 8-1/2 years	17 weeks
8-1/2 years and less than 9 years	18 weeks
9 years and less than 9-1/2 years	19 weeks
9-1/2 years and less than 10 years	20 weeks
10 years and less than 10-1/2 years	21 weeks
10-1/2 years and less than 11 years	22 weeks
11 years and less than 11-1/2 years	23 weeks
11-1/2 years and less than 12 years	24 weeks

12 years and less than 12-1/2 years	25 weeks
12-1/2 years and less than 13 years	26 weeks
13 years and less than 13-1/2 years	27 weeks
13-1/2 years and less than 14 years	28 weeks
14 years and less than 14-1/2 years	29 weeks
14-1/2 years and less than 15 years	30 weeks
15 years and less than 15-1/2 years	31 weeks
15-1/2 years and less than 16 years	32 weeks
16 years and less than 16-1/2 years	33 weeks
16-1/2 years and less than 17 years	34 weeks
17 years and less than 17-1/2 years	35 weeks
17-1/2 years and less than 18 years	36 weeks
18 years and less than 18-1/2 years	37 weeks
18-1/2 years and less than 19 years	38 weeks
19 years and less than 19-1/2 years	39 weeks
19-1/2 years and less than 20 years	40 weeks
20 years and less than 20-1/2 years	41 weeks
20-1/2 years and less than 21 years	42 weeks
21 years and less than 21-1/2 years	43 weeks
21-1/2 years and less than 22 years	44 weeks
22 years and less than 22-1/2 years	45 weeks
22-1/2 years and less than 23 years	46 weeks
23 years and less than 23-1/2 years	47 weeks
23-1/2 years and less than 24 years	48 weeks
24 years and less than 24-1/2 years	49 weeks
24-1/2 years and less than 25 years	50 weeks
25 years and less than 25-1/2 years	51 weeks
25-1/2 years and less than 26 years	52 weeks
26 years and less than 26-1/2 years	53 weeks
26-1/2 years and less than 27 years	54 weeks
27 years and less than 27-1/2 years	55 weeks
27-1/2 years and less than 28 years	56 weeks
28 years and less than 28-1/2 years	57 weeks
28-1/2 years and less than 29 years	58 weeks
29 years and less than 29-1/2 years	59 weeks
29-1/2 years and over	60 weeks

- (b) From the dismissal pay the Employer may deduct any levy or tax to which the employee is subject under local, state or federal legislation.
- (c) Dismissal pay shall be computed at the highest weekly salary (exclusive of bonuses and payments for special work) for fifty-two (52) weeks prior to discharge, except that, in the case of employees paid in whole or in part by commission, dismissal pay shall be computed at the average weekly salary and commission (exclusive of bonuses and payments for special work) for the fifty-two (52) weeks previous to discharge. The years of continuous and uninterrupted employment provided herein shall mean the total consecutive and uninterrupted years of service with any Hearst newspaper, provided dismissal pay has not previously been paid and provided that breaks in service on the SAN FRANCISCO EXAMINER and breaks in service of not more than six (6) months with any Hearst newspaper, when occasioned by a discharge for reasons for which the employee was not responsible, shall not be regarded as an interruption in service. The years of continuous and uninterrupted service with the San Francisco Newspaper Agency shall include credit for continuous and uninterrupted service, as defined in this Article, for all

former employees of the SAN FRANCISCO CHRONICLE, SAN FRANCISCO EXAMINER and the SAN FRANCISCO NEWS-CALL-BULLETIN.

- (d) In the event of the death of any employee with six (6) or more months of service, the Employer agrees that the beneficiaries of the deceased, designated by the employee in writing in advance, shall be paid a sum equivalent to that which the deceased would have been paid had the employee been discharged under the terms of this contract, but in no event less than five hundred dollars (\$500.00), less any legal costs or expenses caused the Employer in making said payments. Such payment shall not be made if the employee's death results in payment of Section 7.04 Death Benefit pursuant to provisions of the Northern California Newspaper Guild Retirement Plan.
- (e) Dismissal pay need not apply to an employee discharged for dishonesty or in the case of self-provoked discharge for the purpose of collecting dismissal pay.
- (f) Dismissal pay credits of an employee who has been transferred to a lower classification with a pay cut shall be frozen as of the date of the transfer. In the event dismissal pay subsequently becomes due such an employee, it shall consist of the sum which would have been due him/her had he/she been dismissed at the time of the transfer, plus a sum representing the period of employment after his/her transfer at his/her rate of pay (as computed in (c) hereof) when the dismissal pay becomes due, but not in excess of the limit set forth in paragraph (a) herein, or shall be the sum computed for all his/her continuous service at his/her rate of pay (as computed in (c) hereof) when dismissal pay becomes due, whichever is greater.
- (g) When a discharged employee eligible for dismissal pay under this Article is also eligible for a benefit under Section 7.02, of the Northern California Newspaper Guild Retirement Plan the Employer shall pay the amount of the dismissal pay to the Retirement Fund instead of to the employee, who shall be told how to apply for the Retirement Plan benefit.

ARTICLE IX RETIREMENT

- (a) In addition to the weekly wage rates paid under the terms of this contract, it is agreed that each Employer signatory hereto shall make a payment per full-time employee (with pro rata of this amount for part-time employees) into a Retirement Income Plan as adopted by the parties December 18, 1957, and subsequently revised, in accordance with the following schedule:

From November 1, 1993 to and including July 2, 1995, \$67.57 per week per full-time employee.

From July 3, 1995, to and including December 31, 1995, \$68.28 per week per full-time employee.

From January 1, 1996 to and including June 30, 1996, \$68.99 per week per full-time employee.

From July 1, 1996, to and including December 29, 1996, \$69.70 per week per full-time employee.

From December 30, 1996, to and including June 29, 1997, \$70.41 per week per full-time employee.

From June 30, 1997, to and including December 28, 1997, \$71.48 per week per full-time employee.

(b) December 29, 1997: \$5.29 additional, with the Guild's decision on whether it will be Health and Welfare or Retirement, or applied to wages, deferred until no later than thirty days before December 29, 1997.

June 29, 1998: \$6.43 additional, with the Guild's decision on whether it will be Health and Welfare or Retirement, or applied to wages, deferred until no later than thirty days before June 29, 1998.

(c) In addition to the contributions provided in (a) or (b) above, and effective on the dates herein, each Employer signatory hereto shall make a payment per full-time employee per week (with pro rata of this amount for part-time employees) into the Retirement Income Plan to provide supplemental employee retirement benefits under Section 7.02 therein, in accordance with the following schedule:

DATE	CHRONICLE	EXAMINER	AGENCY
11/2/93	\$15.00	\$29.50	\$23.50
1/1/94	\$32.00	\$28.50	\$22.00
1/1/95	\$32.00	\$25.00	\$19.00

Said amounts are those determined by the Fund's actuaries as necessary on the dates shown to fund supplemental benefits under Section 7.02 of the Retirement Plan. Said amounts shall be reviewed and modified by the Retirement Board from time to time, as necessary to maintain adequate funding of the benefits, and the Employers agree to pay the amounts as modified.

The rates established in this sub-Section shall not be affected by the experience of any other Employer in the Retirement Income Plan.

ARTICLE X TRANSFERS

- (a) No employee shall be transferred by the Employer to another associated enterprise without the employee's consent, and payment of transportation expenses and a sum mutually agreeable to cover other moving expenses of the employee and family. There shall be no reduction in salary or impairment of accrued contract rights as a result of such transfer. This Section shall not apply to persons working under personal service contracts with the Employer which provide for such transfer.
- (b) No employee shall be transferred by the Employer to work in another city without the employee's consent unless the Employer pays the employee the employee's additional report-to-work travel time and travel cost, round-trip. No employee without consent will be transferred out of San Francisco.
- (c) Employees hired after Nov. 9, 1986, may be transferred as follows without incurring the restrictions and liabilities set forth in paragraph (b) above: (i) where such transfer is for an additional commute of less than 40 miles round-trip, (ii) involuntary transfers resulting in an additional commute in excess of 40 miles round-trip shall be compensated for mileage and report-to-work time (compensation shall be for that portion of mileage and time represented by travel in excess of 40 miles, round-trip), (iii) involuntary transfers resulting in report-to-work mileage in excess of 75 miles round-trip will not be permitted, (iv) the affected employee shall be given four (4) weeks notice before being transferred, (v) involuntary transfers may be made only once every four years except in the cases of

transfers between San Francisco and Oakland, and transfers to or from suburban bureaus in East Bay, North Bay and South Bay that do not require travel over the Golden Gate Bridge and do not add more than 50 miles to the daily round-trip commute, and (vi) transfers for punitive reasons are prohibited.

- (d) The Employers' right to transfer pursuant to (b) above are unaffected by provisions of (c) above.

ARTICLE XI HOURS AND OVERTIME

- (a) Except for those employees as are otherwise provided for in this Agreement, seven and one-half (7-1/2) hours within eight and one-half (8-1/2) consecutive hours shall constitute a day's work, and five (5) days shall constitute a week's work for all employees.
- (b) There shall be no imposition of unreasonable duties. There shall be no unreasonable speedup.
- (c) Overtime shall be paid for in cash at the rate of time and one-half. Overtime shall be defined as work beyond the unit of hours in the work day or work week, except as otherwise provided in this Contract.
- (d) Overtime shall be worked only when required by the Employer. The present practice of computing and recording overtime shall be continued. Computation of overtime shall be made on the basis of total straight time weekly earnings for the week in which the overtime occurs. In event of dispute of an employee's overtime, his/her overtime record involved in the dispute will be made available upon request.
- (e) The head of each of the following editorial departments: Sports, Financial, Society, Features (Examiner), Women's, Drama, and "This World" (Chronicle), shall work a thirty-seven and one-half (37-1/2) hour week so divided as to meet the requirements of their duties. Insofar as possible, they shall work thirty-seven and one-half (37-1/2) hours within five (5) days.
- (f) The following positions are exempt from the hours provision of the Agreement but are covered by all other terms of the Agreement:
- | | |
|--------------------------|--|
| San Francisco Examiner: | Chief Editorial Writer, Political Editor |
| San Francisco Chronicle: | Chief Editorial Writer, Political Editor |
- (g) Not more than three (3) employees of "This World" department of the Chronicle shall be permitted to work a thirty-seven and one-half (37-1/2) hour week within four (4) days so divided as to meet the requirements of their duties. Not more than four (4) employees of the "Sunday Department" of the Examiner shall be permitted to work a thirty-seven and one-half (37-1/2) hour week so divided as to meet the requirements of their duties, provided no shift shall exceed ten (10) hours within eleven (11) hours.
- (h) Schedules of work days and starting times shall be posted no later than 1:00 p.m. on Monday for the next financial week. The starting times so posted may be revised after the schedule is posted to adjust for developments beyond the control of the Employer, except that no such revisions shall be made after Friday preceding the financial week, or within seventy-two (72) hours of the day affected by such revision. However, an employee may be required to perform work outside the schedule so posted. Such unscheduled work shall be at the overtime rate of pay except when the employee is covering for an employee who is absent during scheduled (posted) hours and the absence is the result of illness, leave of

absence granted since the posting of the schedule, or failure to report as scheduled. With the consent of the affected employee, the Employer may change a starting time when the shift is predicated on coverage of specific scheduled event and the event is cancelled after the deadline for schedule changes.

- (i) Unless requested by the employee, an employee shall not be required to remain on duty more than five (5) hours after the beginning of his/her shift without a lunch period. The lunch period shall not be considered as part of the hours of work. Days off shall be consecutive insofar as practicable. Regular days off shall not be changed because of the provisions of Article XII (Holidays). The Employer shall establish and post regular days off for all employees. Where it is necessary to change the regular days off, the employee shall be notified in writing of the change as far in advance as possible. The notice shall state whether the change is temporary or indefinite. If it is temporary, he/she will be advised of the probable date for return to the regular days off. Rotation of off days shall be permitted where Employer and employee agree.
- (j) That part of a scheduled shift within any period less than eleven (11) hours after the completion of the previously scheduled shift shall be paid for at the overtime rate. Any time worked within six hours after the employee goes off duty shall be paid for at the overtime rate.
- (k) The provisions of paragraph (h) shall not apply to employees on out-of-town assignments, provided the employee is notified prior to conclusion of the employee's current shift.
- (l) If an employee, once having been released from duty is called back for overtime duty, such person shall be paid for two (2) hours at the regular rate of pay in addition to the actual overtime worked.
- (m) An employee required to work on his/her day off shall be paid at the overtime rate for all time worked that day and shall receive compensation of not less than a full day's pay at straight-time rates in addition to his/her regular weekly pay.
- (n) The time spent by employees traveling to and from assignments, including travel time on overnight assignments, shall be considered working time. Provided that travel time while on assignments shall not be considered working time when such travel time is a part of the assignment itself rather than incidental thereto, such as travel involved while touring with an athletic team on road trip or a political candidate on a campaign swing for periods in excess of 24 hours; in such cases the employee shall receive his/her regular pay plus any overtime worked but shall not receive any additional pay for the time traveling on such assignment. Insofar as possible, the travel time shall be scheduled within the normal work day. Where the employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be allowed. Insurance now in effect covering employees using air transportation in performance of assigned duties shall be maintained.
- (o) Where an employee is scheduled to work more than five (5) consecutive straight time days, such employee will receive a premium of one-half (1/2) day's pay. This premium payment shall not apply to those employees who elected to exchange days off or who by mutual agreement arrange for a back-to-back schedule or who are exempt under the hours provision as provided elsewhere in this Article.
- (p) Night differential. Any shift beginning or ending between the hours of 6:00 p.m. and 7:00 a.m. shall be paid \$1.85 per shift in addition to the regular rate. Provided, any shift

beginning after 9:00 p.m. and before 5:00 a.m. shall be limited to 7 hours within 7-1/2 hours.

- (g) Except where the employee requests otherwise in writing, such employee's weekly schedule shall provide for no more than two different starting times, or no more than three if the spread between them is no more than four hours.
- (r) A scheduled split day off shall allow at least 35 hours between the scheduled completion of the previous shift and the scheduled start of the following shift.
- (s) An employee called back to work while on vacation shall be paid at double the straight-time pay rate for all time worked, in addition to vacation pay already paid. The minimum additional pay shall be the equivalent of at least a full day's pay at the straight-time rate. At his/her option, the employee may receive an additional vacation day off without pay for each vacation day on which any work was required to be performed. The provisions of this sub-Section(s) shall apply only to employees involuntarily called back by the Employer.

ARTICLE XII HOLIDAYS

- (a) The following holidays or days observed as such shall be recognized as legal holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the holidays above enumerated shall fall upon Sunday and the following day is declared to be or is by law a holiday, the provisions contained herein shall apply only to the following day or the actual day observed as the holiday.

In addition to the holidays enumerated in (a) above, each employee's birthday occurring one year after his/her employment begins shall be considered as a holiday for such employee and shall be governed by the applicable terms and conditions of this Article. When such birthday falls on one of the holidays enumerated in this Article, said employee shall receive an additional day off with pay, the day off to be selected by mutual agreement and taken within thirty (30) days thereafter.

An employee shall be entitled to a holiday on each anniversary of the employee's hire date. If, in the judgment of the Employer, production requirements dictate that the employee not take the holiday on the anniversary date of hire, then a different date will be arranged by mutual agreement as near to the anniversary date as possible. If an employee's anniversary date of hire falls on one of the holidays enumerated in this Article, said employee shall receive an additional day off with pay; the day off to be selected by mutual agreement. If an employee's anniversary date of hire falls on his/her regularly scheduled day off, or during a vacation period, it shall be treated as any other holiday is treated under such circumstances.

- (b) Employees required to work on any of the aforementioned holidays shall be paid at the overtime rate for all time worked on that day and shall receive compensation of not less than a full day's pay at straight-time rates in addition to their regular weekly pay.
- (c) For defining the period for which holiday pay herein applies, the holiday shift shall be any shift regularly scheduled to start during the 24-hour period between 12:00 midnight the eve of the holiday and 12:00 midnight the night of the holiday, and shall not be construed as applying to regular shifts which may overlap into any holiday.

- (d) Employees whose regular day off falls on a holiday or whose vacation time includes a holiday shall be compensated by receiving an additional day off at another date, to be arranged by mutual agreement, provided that if mutual agreement is not reached the employee may add such additional day(s) off to his/her next vacation. Part-time employees working less than a five (5) day week shall be excluded from the provisions of this sub-Section. If such additional time off is not taken before the termination of the employee's employment, the employee shall be compensated in cash in lieu of the time off.
- (e) Schedules for work on recognized holidays within departments shall be arranged so that employees who prefer the time off shall not be required to work more than four (4) recognized holidays during the calendar year except when holiday assignments cannot be filled without requiring such work.

ARTICLE XIII VACATIONS

- (a) Employees shall receive vacation with pay based on continuous employment as of January 1 of the year in which the vacation is to be taken in accordance with the following schedule:

Less than 2 years - 1/16th of a day's pay for each day worked in the preceding calendar year to a maximum of 15 days, provided a total of 215 days worked shall qualify the employee for 15 days of vacation.

2 years but less than 5 years - 1/12th of a day's pay for each day worked in the preceding calendar year to a maximum of 20 days, provided a total of 210 days worked shall qualify the employee for 20 days of vacation.

5 years or more - 1/9th of a day's pay for each day worked in the preceding calendar year to a maximum of 25 days, provided a total of 205 days worked shall qualify the employee for 25 days of vacation.

However, an employee who loses paid vacation entitlement because of unpaid leave in the preceding year shall have the right to take additional vacation up to the maximum entitlement based upon the employee's length of service. This unpaid vacation entitlement must be scheduled in accord with the procedures set forth in this Article for paid vacations. Any additional unpaid vacation accruing under this provision may not be used in conjunction with or attached to the unpaid leave giving rise to the unpaid vacation entitlement.

- (b)
 - (1) Vacations shall be arranged beginning January 1 and ending with December 31 of each year. Employer shall arrange the vacations in the various departments in accordance with the needs of the office and shall give first consideration to length of service in assigning vacation periods. With the consent of the employee and the Employer, the vacation may be split. Vacation schedules shall be posted no later than December 1, preceding the year in which the vacation is taken.
 - (2) Employees electing to split a vacation into two or more periods shall be permitted to exercise a seniority claim on one such period. Each additional period shall be considered a separate claim, which may be made only after all other employees in the classification in that department have had an opportunity to exercise their seniority claims in a like manner.
 - (3) By mutual agreement of the Employer and the employee, an employee's vacation may be split into increments of a minimum of one day. (1) Such arrangements

shall be outside of the posted vacation schedule, and shall be granted when consistent with the business needs of the individual department; (2) There shall be a maximum limit of five (5) vacation days per employee, per year, that may be split into one-day increments, and (3) This limit shall not be construed as a guaranteed entitlement of permission for any one-day vacation increments for any employee if not consistent with the business needs of the individual department.

(4) Employees shall have the right to use up to five (5) days of vacation annually for family emergencies. Domestic partners (see Memorandum #16) are recognized as such "family".

- (c) Leaves of absence and sick leave granted by the Employer shall not count as breaks in continuous service in computing vacation entitlement, nor shall time on such leave be considered service time. An employee whose service terminates shall receive accrued vacation pay.
- (d) For employees compensated on a bonus or commission arrangement, vacation pay shall be based on the weekly pro rata of their average straight time earnings for the previous twelve (12) months.
- (e) If an employee works a total of eight (8) or more weeks in one or more higher classifications in a calendar year, his or her vacation pay shall be a composite based on the time worked in the several classifications in the preceding year.

ARTICLE XIV SICK LEAVE

- (a) Employees shall accumulate credit for sick leave at full pay at the rate of one week (five (5) days) for each completed six (6) months of service. Time on unpaid sick leave in accordance with past practice need not be counted as service time for the purpose of earning such sick leave credits. Amounts received by an employee under local, state or federal law in lieu of earnings shall not reduce the employee's credit for sick leave at full pay as accumulated in the above manner.
- (b) Paid sick leave in excess of the minimum entitlement above is granted by the Employer in cases where length of service, the employee's sick leave history, and the nature of the employee's illness, the degree of hardship, and similar factors indicate additional paid sick leave is warranted.
- (c) Payment of Sick Leave - An employee becoming ill or disabled shall be entitled to receive regular pay for the period of illness or disability to the extent of the total accumulated sick leave credit standing in the employee's account at the time of such illness or disability.

Sick pay paid to an employee shall be deducted from the employee's accumulated credit and the accumulated credit reduced by the amount thereof.

The Employer shall deduct from sick pay the amount which the employee is entitled to receive under local, state or federal law in lieu of earnings, provided the Employer gives the employee written notice of intent to do so in time for the employee to file for the government benefits. In such case, only the net pay actually paid by the Employer shall be deducted from the employee's accumulated sick pay credits. This deduction shall apply to pregnancy or maternity sick pay as provided for in (g) below.

An employee shall be given written notice, with copy to the Guild, before sick pay is to be terminated and when eligibility for paid sick leave has been regained.

- (d) Accumulation - Unused days of sick leave may be accumulated and applied to any future illness.
- (e) It is the prerogative of the Employer to require at the time of employment a certificate of good health by a doctor or doctors designated by the Employer, and the employees claiming benefits under this Article shall, upon request, submit to an examination by such doctor or doctors.
- (f) No deduction shall be made for sick leave from overtime credited or to be credited to the employee.
- (g) Pregnancy or Maternity Sick Pay - The provisions of this Article XIV shall apply to disabilities related to pregnancy, the same as to other disabilities. To the extent that an employee has accumulated paid sick leave credit under this Article, she shall be entitled to receive paid sick leave. In no event shall the Employer be required to provide paid sick leave in excess of an employee's accumulated credit. An employee taking Maternity Leave under Article XVI (e) who becomes disabled during such leave shall be placed on sick leave status under the provisions of this section (g) for the duration of the disability. Upon the employee's recovery from the disability, the maternity leave shall resume. To qualify for sick pay under this provision, there must be medical verification of the pregnancy.

ARTICLE XV HEALTH AND WELFARE

- (a) In addition to the weekly wage rates paid under the terms of this Agreement, it is agreed that each Employer signatory hereto shall make a payment per full-time employee (with pro rata of this amount for part-time employees) into a Welfare Trust Fund as established by the parties June 10, 1964, at the end of each month in accordance with the following schedule.

From November 1, 1993, to and including October 30, 1994, \$77.96 per week per full-time employee.

From October 31, 1994 to and including July 2, 1995, \$85.82 per week per full-time employee.

From July 3, 1995, to and including June 30, 1996, \$90.82 per week per full-time employee.

From July 1, 1996, to and including June 29, 1997, \$95.82 per week per full-time employee.

From June 30, 1997, to and including December 28, 1997, \$100.82 per week per full-time employee.

See Article IX(b) - Retirement, re further diversions to Health & Welfare, if any, which provides as follows:

December 29, 1997: \$5.29 additional, with the Guild's decision on whether it will be Health and Welfare or Retirement, or applied to wages, deferred until no later than thirty days before December 29, 1997.

June 29, 1998: \$6.43 additional, with the Guild's decision on whether it will be Health and Welfare or Retirement, or applied to wages, deferred until no later than thirty days before June 29, 1998.

- (b) The Employer shall continue to make Health and Welfare contributions for two (2) complete calendar months on behalf of any employee who has been discharged to reduce the force under the provisions of Article VII (f) herein. The amount of each of these two (2) monthly contributions shall be equal to the amount of the contribution made on behalf of the employee for the employee's last month of work. The Employer shall be under no obligation to make Health and Welfare contributions for employees discharged for cause.

ARTICLE XVI LEAVES OF ABSENCE

- (a) By arrangement with the Employer, employees may be granted leaves of absence.
- (b) Employees shall be granted leaves of absence upon request as provided hereinafter in this Section. Employees returning from such leaves shall be reinstated in the same or comparable position upon termination of such leave, at no less than the salary they would have received in such position if the leave had not been taken.
- (c) In the event an employee is elected or appointed to any Newspaper Guild office, or office of a local of The Newspaper Guild, such employee shall be given a leave or leaves of absence should the employee request such leave, and the employee shall be reinstated in the same position upon expiration of such leave, provided time spent on leave as an employee of the Guild shall be included in determining seniority as an employee of the Employer for the purpose of effecting reductions in force or hiring from the rehiring list, and for determining length of and scheduling of vacations, only but not for any other purpose. The number of employees on leave under this paragraph shall be limited to three (3) at any one time, except by mutual consent. The foregoing shall also apply to delegates elected to the TNG and AFL-CIO Conventions, both national and local. Right to reinstatement shall terminate in the event that the employee on leave engages in gainful employment other than that for which leave was granted.
- (d) Any employee who has been not less than five (5) continuous years in the employ of the Employer shall be given, at the employee's request, a leave of absence not to exceed six (6) months, without pay. Such leaves shall not constitute a break in employment, though the time spent on the leave shall not be counted in computing dismissal pay. The number of employees in any department permitted to be on leave at the same time under this paragraph shall be at least one person but in no case more than 7-1/2% of the total number of employees in that department. If the leave of absence in any department would cause an unusual and serious hardship, the Employer may temporarily delay the granting of the leave.
- (e) Maternity/Paternity Leave.
 - (1) Maternity leave of up to six (6) months without pay shall be granted upon request to an employee of not less than nine (9) months service. Should pregnancy-related disability occur during maternity leave, the maternity leave shall be suspended and the employee shall be placed on sick leave status under the provisions of Article XIV (g), until the employee recovers from the disability; then the maternity leave shall resume for its duration. (The original ending date of maternity leave shall not

be changed by the interim period of said sick leave status). Any female employee shall be entitled to sufficient unpaid leave for childbirth and recovery.

- (2) Paternity leave of up to six (6) months without pay shall be granted upon request.
 - (3) The provisions of this section shall apply equally to natural and adoptive parents. In the case of adoptive parents, this provision applies only when the adopted child is of pre-school age.
 - (4) An employee returning from unpaid maternity or paternity leave under paragraph (1) or (2) above shall be permitted to have her/his work time reduced under guidelines spelled out in Memorandum of Understanding No. 11 attached to this Agreement.
- (f) Leaves for such major scholastic or newspaper research fellowships (such fellowships as may be mutually agreed upon), shall be granted for such time as is necessary for the employee to meet the terms of the fellowship. The number of employees to be on such leave at any one time shall be subject to mutual agreement between the Employer and the Guild.
- (g) Leaves of absence granted under this Article shall not constitute breaks in continuity of service, but shall not be paid for, nor be construed as service time for purposes of computing dismissal pay or for any other purpose, except as otherwise provided.
- (h) Any employee hired, transferred or promoted as a replacement for an employee on leave of absence under this Article shall be considered a temporary employee in such position and shall be given written notice to that effect at the time of such hiring, transfer or promotion, copy of such notice to be sent to the Guild. The request for a leave of absence in excess of ten working days (or the extension of any leave granted) shall be made in writing and shall be granted in writing with copy to the Guild.
- (i) Family Leave Act provisions are incorporated into this contract.

ARTICLE XVII MILITARY LEAVES

- (a) *Regular Employees* - Any employee of more than six (6) months' employment other than a war leave replacement employee who hereafter is required by law to leave the employ of the Employer to enter the armed forces of the United States or of any state, territory or federal district of the United States, or who after receiving orders to report for physical examination voluntarily enters such service for one term of enlistment, or who while the United States is at war voluntarily enters such service or the combat merchant marine, shall be granted a military leave of absence and shall be entitled to the benefits set out in sub-Sections (a)(1), (a)(2), (a)(3).
- (1) *Military Bonus and Vacation Pay* - At the time of beginning his/her military leave, the employee, provided he/she has completed not less than six (6) months' continuous employment with the Employer, shall receive four (4) weeks' military leave pay and pro rata vacation pay in addition to any compensation due.
 - (2) *Reemployment* - Upon discharge, other than dishonorable, from any of the services enumerated, the employee shall be restored to his/her former position or to a position of like seniority, status and pay upon the following terms and conditions:

- [a] The employee shall have requested reemployment by the Employer either within ninety (90) days from the date of employee's discharge or within ninety (90) days after recovery from service disabilities continuing after discharge for a period of not more than one (1) year, making reasonable allowance for return to place of employment.
- [b] Unless the Employer and the employee mutually agree otherwise, the Employer shall reemploy the employee, and the employee shall be available to begin such reemployment within two (2) weeks from the date of the employee's request for reemployment.
- [c] Time served by the employee in any of the services enumerated shall, upon resumption of employment, be credited as time served in the employ of the Employer when computing dismissal pay, experience rating, and other benefits stemming solely from length of service with the Employer.
- [d] Employees reemployed hereunder shall be given vacations in the first year of such reemployment in accordance with local contract provisions and local practices thereunder.

(3) Physical Incapacity or Death -

- [a] If the employee suffers physical disability while in any of the services enumerated which renders the employee incapable of resuming his/her employment following discharge from such service or following hospitalization continuing after discharge for a period of not more than one (1) year, and if the Employer is unable to place the employee in other acceptable employment, the Employer shall pay the employee dismissal pay as of the date the employee left the employment of the Employer with additional credit for time served in any of the services enumerated. If the employee dies while in any of the services enumerated, the Employer shall, upon receipt of proof of the employee's death, pay dismissal pay calculated as of the time the employee left the employment of the Employer with additional credit for time served in any of the services enumerated, to the employee's beneficiary, previously designated in writing by the employee. The Employer may deduct any legal costs imposed in making the dismissal payments under this sub-Section.

- (b) Replacement Employees - Any employee hired, transferred or promoted as replacement for an employee on military leave shall be considered a temporary employee in such position and shall be given written notice to that effect at the time of such hiring, transfer, or promotion, copy of such notice to be sent to the Guild, and shall be covered by the following provisions:

- (1) Any employee who is transferred or promoted to replace an employee on military leave may, upon the reemployment of the employee on military leave, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so transferred and promoted, and while such transfer or promotion is temporary, shall receive credit for his/her employment in the experience rating to which transferred or promoted or in the position from which transferred or promoted, as may be mutually agreed.

- (2) Any employee hired as a replacement for an employee on military leave shall be covered by all the provisions of this Agreement except by sub-Section (a) of this Article XVII.
- (3) Any employee hired as a replacement for an employee on military leave shall, in the event that a suitable permanent opening becomes available with the Employer, be given preference over any employee with lesser length of service with the Employer in the filling of such vacancy, provided that competency is equal.
- (4) Any employee hired as a replacement for an employee on military leave shall, if inducted into the services enumerated in sub-Section (a) of this Article XVII under the conditions herein specified, be construed as a dismissed employee and shall be given accumulated dismissal pay in accordance with Article VIII of this Agreement. If following discharge from such service under other than dishonorable conditions, such former employee is rehired by the Employer as a regular employee, he/she shall receive credits in accordance with the following formula:

[a] Dismissal pay credits shall start as of the date of resumption of employment and to such credit shall be added one (1) month of dismissal pay credit for each month spent in any of the enumerated services up to a maximum of one (1) year.

[b] Experience rating previously accumulated with the Employer while employed as a replacement employee and experience rating on the basis of one (1) month's experience rating for each month of military service up to a maximum of one (1) year shall be credited to such employee and shall be used in computing all benefits under this Agreement, which stem from length of service with the Employer.

[c] Former employees so rehired shall be given vacations in the first year of their employment in accordance with local contract provisions and local practices thereunder.

- (c) Leaves of absence without pay not to exceed to (2) weeks shall be granted to employees for required annual training services with the National Guard and the Army, Navy, Air Force, Marine and Coast Guard Reserves.
- (d) Other Leaves - Leaves of Absence not specifically set forth herein may be granted in accordance with the provisions of Article XVI of this Agreement.

ARTICLE XVIII PART-TIME EMPLOYEES

- (a) A part-time employee is one who is hired to work less than the work week provided in this Agreement.
- (b) Part-time employees shall be subject to all provisions of this Agreement except as otherwise expressly provided herein.
- (c) Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and years of experience. No part-time employee

other than a substitute for a part-time employee shall receive less than the equivalent of one (1) full day's pay for work in any work week except when excused at his/her own request.

- (d) Part-time employees shall be given full accumulated credit, proportionate to time worked, in determining their actual experience.
- (e) No part-time employee shall work more than five (5) days within a financial week without overtime pay.
- (f) In the Classified Advertising Department there shall be no more than fifty (50) part-time salespersons. Additional part-time jobs may be added above the fifty, if the number of full-time classified sales positions also increases in the same ratio, based on the higher of the number of full-time sales positions as of the date of ratification, or the number of full-time positions as of the date when fifty part-timers are achieved.
- (g) Part-time advertising salespersons shall not be employed where in effect their employment would eliminate or result in the displacement of regular full-time salespersons.
- (h) For the purposes of this Article XVIII, Section (h), only, any reduction in hours of part-time employees shall be accomplished in reverse order of seniority within the classification and sub-department or operation in which such reduction in hours is necessary. Part-time employees whose hours are reduced by more than twenty-five percent (25%) may elect: (1) to accept the reduction in hours and remain in the same position, or (2) to be laid off, placed on the rehire list for a period not to exceed one year, and paid dismissal pay in the amount for which the employee qualifies under Article VIII. This Section (h) applies only to the San Francisco Newspaper Agency.
- (i) A part-time employee who is hired on an "on-call" basis, i.e., without a regular weekly schedule, shall be called an "on-call" employee, and shall be subject to the same provisions of the Agreement as regular part-time employees, except as provided herein.

I. Limitations of "On-Call" Employee

- i. An On-Call Employee shall be hired, upon notification to the Guild, and at the discretion of the Employer, to cover long- or short-term situations involving extra work (i.e., customer service, telephone sales, technical artists, clerical temps) not anticipated by regular scheduling needs or to replace scheduled employees who are absent.
- ii. On-Call Employees shall receive sick leave and jury duty pay on a pro-rata basis (based on average weekly hours for the six (6) months preceding any claim).

ARTICLE XIX TEMPORARY EMPLOYEES

- (a) A temporary employee is one who is hired for a special project or as a substitute for a regular full-time or part-time employee, in either case not to exceed twenty-six (26) consecutive weeks, provided that such time may be extended by mutual agreement between the Employer and the Guild; provided further, a temporary employee may be hired by the Employer to fill the job of a person on an authorized leave of absence for the entire period of such leave.

- (b) Temporary employees shall be subject to all provisions of this contract except as otherwise expressly provided herein.
- (c) No temporary employee, other than a substitute for a part-time employee, shall receive less than a full day's pay for any work performed.
- (d) Any temporary employee continuously employed who becomes a regular employee shall receive full credit for previous continuous time worked in the calculation of benefits.
- (e) A temporary employee working as a substitute for a regular full-time employee shall, if he/she possesses the necessary qualifications to meet the Employer's requirements for the vacancy, be given first consideration for regular employment before new employees are hired, provided this sub-Section shall be effective only after there has been full compliance with the conditions set forth in Article VII (g) and Article XXIII (f).
- (f) A temporary employee who is discharged after twenty-six (26) weeks of consecutive employment and whose discharge is not for good and sufficient cause as distinguished from economic (force reduction) reasons shall have rehiring rights identical to those provided by Article VII (g) herein, provided that persons on the list provided by VII (g) shall have first priority in rehiring. Any temporary employee who is reemployed in the same classification within twenty-six (26) weeks of the employee's involuntary termination shall be credited with former service for purposes of this Article as well as for all other length of service provisions of this Agreement.

ARTICLE XX MINIMUM SALARIES

The following shall be the classifications and minimum weekly wage rates:

SCHEDULE "A"

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 yr. exp.	558.16	562.56	566.96	575.75	580.15	588.94	597.73	610.04	623.23
+1 yr. exp.	630.14	635.10	640.06	649.99	654.95	664.88	674.81	688.71	703.60
+2 yr. exp.	720.16	725.29	730.42	740.68	745.81	756.07	766.33	780.70	796.09
+3 yr. exp.	740.71	745.99	751.27	761.83	767.11	777.67	788.23	803.01	818.84
+4 yr. exp.	767.02	772.49	777.96	788.89	794.36	805.29	816.22	831.52	847.92
+5 yr. exp.	829.92	835.83	841.74	853.57	859.48	871.31	883.14	899.70	917.44
+6 yr. exp.	887.44	893.76	900.08	912.73	919.05	931.70	944.35	962.05	981.02

Artists, Copy Editors, Desk Men or Women, Display Adv. Salespersons, Inside Advertising Sales Employee (Top minimum - more than 4 years experience), Photographers, Preprint Coordinator, Promotion Writers, Reporters, Research Analysts, Rewrite Persons, Admarc User Analyst, Telecommunication Specialist, Promotion Assistant (Agency only), Operations Services Administrator, Admarc Financial Coordinator

(1) Responsibility Premiums

- (a) An employee who is formally assigned by management on a temporary full-shift basis to fill any of the following designated positions in the absence of the regular position holder, due to vacation, leave of absence, illness, termination of employment, or assignment such as professional conferences, business meetings, etc., where the individual is absent and not performing the duties of his/her position, shall receive a responsibility premium of twenty dollars (\$20.00) for each full shift in which he/she carries out the full responsibilities of the temporary assignment.

S.F. CHRONICLE - City Editor, Sports Editor, Director of News Operations, Business Editor, Deputy Entertainment Editor, Director of Photography, Art Director.

S.F. EXAMINER - City Editor, Sports Editor, News Editor, Business Editor, Scene Editor, Image Magazine Editor, Graphics Editor.

- (b) Employees regularly assigned to the following designated positions will be paid thirty-two-dollars-and-fifty-cents (\$32.50) per week, or six dollars and fifty cents (\$6.50) per full shift responsibility premium.

S.F. CHRONICLE - Copy Desk Editors, News Desk Editors, City Desk Editors, Sports Rim Editors, People Rim Editors, Business Rim Editors, Daily Datebook Editors, Sun. Sections Editors, Zone Sections Editors, Entertainment Editor.

S.F. EXAMINER - Copy Editors, News Desk Editors, City Desk Editors, Picture Editor, Asst. Regional Editors, Systems Editor, Head Photographer, Photo Assignment Editor.

- [1] Employees formally assigned by management on a temporary full-shift basis to these designated positions for the purpose of covering for regularly assigned employees, who are absent due to vacation, leave of absence, illness, termination of employment, or assignment such as professional conferences, business meetings, etc., where the individual is absent and not performing the duties of his/her position, shall receive an overscale responsibility premium of six dollars and fifty cents (\$6.50) per shift when so assigned.

- [2] It is agreed that employees not formally assigned to cover one of the positions designated in sub-Section (b), above, employees not having overall responsibilities for these designated positions, or employees performing only minor elements of an incidental nature will not receive any overscale responsibility premium.

- (c) S.F. NEWSPAPER AGENCY - Employees regularly assigned to the following positions will be paid weekly amounts shown while so assigned:

- (i) \$60.00 per week: Senior Research Analyst, Art Supervisor, Retail Sales Coordinator, Marketing Communications Creative Supervisor, San Francisco Magazine Coordinator.
- (ii) \$50.00 per week: Research Analyst/Systems Coordinator, Display Desk Coordinator (Admarc).
- (iii) \$40.00 per week: Senior Make-up Clerk/Trainer.

- (d) If the employee's regular salary is more than the minimum herein, the amount of the responsibility pay in a week shall be reduced by the amount of the employee's over-minimum differential.
- (e) Employees regularly assigned to the positions listed herein who are subsequently removed from these positions shall no longer be eligible for the responsibility premium.
- (f) Nothing in this Section (1) shall obligate the Employers to replace employees in the positions listed in sub-Sections (a), (b) and (c), above, when those employees are absent due to the reasons provided therein.

(2) Inquiring Photographer

A Question Person columnist shall be paid at least \$25.00 a week in addition to his/her regular scale, and this job classification shall in addition be covered by the following stipulations:

- (a) No more than one person on each newspaper covered by this Agreement shall be assigned in this classification.
- (b) The columnist in this classification shall be permitted to use a camera, but such use shall be limited exclusively to the taking of head shots of people interviewed for the column. The employee shall use the camera for no other purpose whatsoever.
- (c) All processing of film exposed by the columnist in this classification shall be performed by staff photographers or dark room persons.
- (d) Photographs taken by the person in this classification are the property of the newspaper and are to be used only in connection with the column, except that they can be used when no other photographs of the individual are obtainable (as in connection with an obituary) but under no other circumstances.

(3) Inside Advertising Sales Employees

For every two (2) Inside Advertising Sales Employees hired, one (1) may be hired from outside of the Agency and the other promoted from within the Agency.

SCHEDULE "B"

(a) The following shall be the classifications and minimum weekly wage rates:

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 yr. exp.	558.16	562.56	566.96	575.75	580.15	588.94	597.73	610.04	623.23
+1 yr. exp.	630.14	635.10	640.06	649.99	654.95	664.88	674.81	688.71	703.60
+2 yr. exp.	720.16	725.29	730.42	740.68	745.81	756.07	766.33	780.70	796.09
+3 yr. exp.	740.71	745.99	751.27	761.83	767.11	777.67	788.23	803.01	818.84
+4 yr. exp.	767.02	772.49	777.96	788.89	794.36	805.29	816.22	831.52	847.92
+5 yr. exp.	829.92	835.83	841.74	853.57	859.48	871.31	883.14	899.70	917.44
+6 yr. exp.	887.44	893.76	900.08	912.73	919.05	931.70	944.35	962.05	981.02

Classified Advertising Outside Salespersons, Classified Advertising Inside Salesperson (top minimum - more than 4 years experience).

(b)(1)

	11/2/93
-60 Days exp.	426.73
+60 Days exp.	486.24
+6 Mos exp.	501.10
+1 Yr exp.	517.56
+2 Yrs exp.	551.34

Classified Telephone Sales Representative

(b)(2)

	11/2/93
-1 Yr exp.	581.93
+1 Yr exp.	631.58
+2 Yrs exp.	694.58

Classified Commercial Telephone Sales/Service Representative

(b)(3) Effective the dates listed below, the minimum weekly guarantee for all Classified Telephone Salespersons shall be as follows. It is understood that no current telephone salesperson shall have his/her wage rate reduced as a result of combining (b)(1) and (b)(2) classifications. As of October 31, 1994, incumbents shall move to the nearest salary rate at or above their previous rate; experience anniversary dates shall not be changed.

	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-90 days exp.	425.87	429.20	435.86	439.19	445.85	452.51	461.83	471.82
+90 days exp.	465.44	469.08	476.36	480.00	487.28	494.56	504.75	515.66
+6 mos. exp.	499.61	503.52	511.33	515.24	523.05	530.86	541.79	553.51
+1 yr. exp.	540.08	544.30	552.74	556.96	565.40	573.84	585.66	598.33
+2 yrs. exp.	586.51	591.09	600.26	604.84	614.01	623.18	636.02	649.77
+3 yrs. exp.	636.56	641.54	651.49	656.47	666.42	676.37	690.30	705.23
+4 yrs. exp.	699.58	704.58	714.58	719.58	729.58	739.58	753.58	768.58

- (c) 1. All increases received shall be applied to the base rate of pay in the classified department.
2. The Employer subscribes to the principle that the minimum guarantee in the Classified Advertising Department shall not be used as a quota or the basis for a quota.
3. Deductions for errors that arise from original copy, insertion, instruction, changes in copy or new instructions on copy on all regular business handled by a classified department employee shall not exceed the amount of commission on the particular ad, provided that in the event a Salesperson is able to secure a rerun, no deduction shall be made; provided further, in the case of errors resulting from the sale of "specials", the full amount of commission paid for the sale of such "specials" may be deducted. No deductions may be made for delinquent accounts where credit has been passed upon by Management. No deductions may be made for errors against Salespersons not receiving commission on original copy.
4. A Telephone Salesperson transferred to Outside Sales shall receive the minimum in the Outside Sales classification next above his/her salary at the time of such transfer.

(d) Electronic Librarians

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	496.41	500.32	504.23	512.05	515.96	523.78	531.60	542.55	554.28
+1 Yr exp.	541.06	545.32	549.58	558.11	562.37	570.90	579.43	591.37	604.16
+2 Yrs exp.	588.29	592.92	597.55	606.82	611.45	620.72	629.99	642.97	656.87
+3 Yrs exp.	633.52	638.51	643.50	653.48	658.47	668.45	678.43	692.40	707.37
+4 Yrs exp.	664.57	707.00	712.00	722.00	727.00	737.00	747.00	761.00	776.01

S.F. Chronicle - Librarians S.F. Examiner - Librarians

(e) Customer Service Representative

It is understood that no current Customer Service Representative shall have his/her wage rate reduced as the result of adding the earlier experience steps to the agreement, and the experience anniversary dates shall not be changed.

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
- 60 days		412.38	415.60	422.05	425.27	431.72	438.17	447.20	456.87
+ 60 days		437.50	440.92	447.76	451.18	458.02	464.86	474.44	484.70
+ 6 months		464.93	468.56	475.83	479.46	486.73	494.00	504.18	515.08
-1 Yr exp.	461.30								
+1 Yr exp.	486.15	489.98	493.81	501.47	505.30	512.96	520.62	531.34	542.83
+2 Yrs exp.	523.36	527.48	531.60	539.85	543.97	552.22	560.47	572.01	584.38

SCHEDULE "C"

The following shall be the minimum weekly salaries in effect during the term of this Agreement:

Classification VIII

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	686.30	691.30	696.30	706.30	711.30	721.30	731.30	745.30	760.30
+1 Yr exp.	727.76	732.35	738.14	748.51	753.70	764.07	774.44	788.96	804.52
+2 Yrs exp.	740.71	745.99	751.27	761.83	767.11	777.67	788.23	803.01	818.84

S.F. Newspaper Agency - Accounts Receivable Supervisor, Head Display Clerk, Research Assistant, Senior Makeup Clerk, Dispatch Department Supervisor.
S.F. Chronicle - Assistant Head Librarian.
S.F. Examiner - Assistant Head Librarian.

Classification VII

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	632.68	637.66	642.64	652.61	657.59	667.56	677.53	691.49	706.44
+1 Yr exp.	667.04	672.04	677.04	687.04	692.04	702.04	712.04	726.04	741.04
+2 Yrs exp.	723.97	729.13	734.29	744.61	749.77	760.09	770.41	784.85	800.32

S.F. Newspaper Agency - Cashier, Accountant.
S.F. Chronicle - Accountant, Critic Department Assistant.
S.F. Examiner - Accountant.

Classification VI

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	574.30	578.82	583.34	592.39	596.91	605.96	615.01	627.68	641.25
+1 Yr exp.	607.91	612.70	617.49	627.07	631.86	641.44	651.02	664.43	678.80
+2 Yrs exp.	647.58	652.58	657.58	667.58	672.58	682.58	692.58	706.58	721.58

S.F. Newspaper Agency - Head Ad Dispatcher, Purchasing Clerk, Returns Room Supervisor, Secretary "A", Senior Clerk, Senior Computer Operator, Display Desk Coordinator, Senior Order Entry Clerk, Mail Division Supervisors.
S.F. Chronicle - Promotion Assistant, Secretary "A", Senior Clerk.
S.F. Examiner - Copyperson Supervisor, Promotion Assistant, Secretary "A", Senior Clerk.

Classification V

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	520.90	525.00	529.10	537.31	541.41	549.62	557.83	569.32	581.63
+1 Yr exp.	550.70	555.04	559.38	568.06	572.40	581.08	589.76	601.91	614.93
+2 Yrs exp.	586.76	591.38	596.00	605.25	609.87	619.12	628.37	641.31	655.18

S.F. Newspaper Agency - Advertising Collector, Circulation Dispatcher, Circulation Promotion Supervisor, Computer Operator, Day Crew Supervisor, Head P.B.X. Operator, Intermediate Bookkeeper, Makeup Clerk "A", Suburban Circulation Cashier, Retail Advertising Assistants, Marin Circulation Office Supervisor, Order Entry Clerk, CSC Phone Captain.

S. F. Chronicle - Editorial Asst.

S.F. Examiner - Editorial Asst.

Classification IV

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	483.73	487.54	491.35	498.97	502.78	510.40	518.02	528.69	540.12
+1 Yr exp.	515.96	520.02	524.08	532.21	536.27	544.40	552.53	563.91	576.10
+2 Yrs exp.	550.70	555.04	559.38	568.06	572.40	581.08	589.76	601.91	614.93

S.F. Newspaper Agency - Advertising Desk Clerk "A", Intermediate Clerk "A", Secretary "B", Motor Messenger, Suburban Circulation Dispatcher, Supervising Key Punch Operator, Merchandising Person, CSC VIP Service Representative, CSC Trainer/Coach.

Classification III

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	461.30	464.93	468.56	475.83	479.46	486.73	494.00	504.18	515.08
+1 Yr exp.	486.15	489.98	493.81	501.47	505.30	512.96	520.62	531.34	542.83
+2 Yrs exp.	523.36	527.48	531.60	539.85	543.97	552.22	560.47	572.01	584.38

S.F. Newspaper Agency - Intermediate Clerk "B", Key punch Operator, Machine Posting Clerk, Merchandising Assistant, PBX Clerk, PBX Operator, PLA Clerk, Stenographer/Clerk.

S.F. Chronicle - Editorial Clerk "B", Intermediate Clerk "B", Stenographer/Clerk, Wire Attendant.

S.F. Examiner - Editorial Clerk "B", Intermediate Clerk "B", Stenographer/Clerk, Wire Attendant.

Classification II

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-1 Yr exp.	409.16	412.38	415.60	422.05	425.27	431.72	438.17	447.20	456.87
+1 Yr exp.	434.08	437.50	440.92	447.76	451.18	458.02	464.86	474.44	484.70
+2 Yrs exp.	458.81	462.42	466.03	473.26	476.87	484.10	491.33	501.45	512.29

S.F. Newspaper Agency - Junior Clerk, Typist/Clerk, Merchandising Fieldperson, Copy Clerk.

S.F. Chronicle - Financial Wire Attendant, Junior Clerk, Typist/Clerk, Copy Clerk.

S.F. Examiner - Financial Wire Attendant, Junior Clerk, Typist/Clerk, Copy Clerk.

Classification I

	11/2/93	10/31/94	7/3/95	1/1/96	7/1/96	12/30/96	6/30/97	12/29/97	6/29/98
-3 Mos exp.	343.41	346.12	348.83	354.24	356.95	362.36	367.77	375.35	383.47
+3 Mos exp.	355.74	358.54	361.34	366.95	369.75	375.36	380.97	388.82	397.23
+6 Mos exp.	368.16	371.06	373.96	379.76	382.66	388.46	394.26	402.38	411.08
+12 Mos exp.	381.88	384.89	387.90	393.92	396.93	402.95	408.97	417.39	426.42
+16 Mos exp.	406.70	409.90	413.10	419.51	422.71	429.12	435.53	444.50	454.11

S.F. Newspaper Agency - Copyperson, Messenger.

S.F. Chronicle - Copyperson, Messenger.

S.F. Examiner - Copyperson, Messenger.

- (a) An employee transferred from a lower classification to a higher classification in Schedule "C" shall receive the minimum in the higher classification next above his/her salary at the time of such transfer, provided any Schedule "C" employee temporarily transferred to a higher classification shall receive not less than fourteen dollars [\$14.00] per week higher than his/her salary at the time of such transfer.
- (b) Any employee shall receive at least five dollars [\$5.00] per shift over the top minimum for Copypersons for any shift in which he/she supervises Copypersons.

SCHEDULE "D"

Effective on the dates shown below, each employee shall receive increases in weekly salary equal to whichever is greater of (1) the increase in his/her minimum salary on each such date or (2) the increase in accordance with the following schedule if it is applicable to such employee, provided that the maximum increase shall not exceed those set forth in paragraph (d) below.

- (a) All actual salaries below \$634.65 per week on October 30, 1994, will be increased on the dates specified by the percentages set forth and applied to such October 30, 1994 salaries:
- | 10/31/94 | 7/3/95 | 1/1/96 | 7/1/96 | 12/30/96 | 6/30/97 | 12/29/97 | 6/29/98 |
|----------|---------|---------|---------|----------|---------|----------|---------|
| 0.7878% | 0.7878% | 1.5757% | 0.7878% | 1.5757% | 1.5757% | 2.2059% | 2.3635% |
- (b) All actual salaries on October 30, 1994, between \$634.65 and \$701.75 per week, inclusive, will be increased on the date specified by the weekly dollar amounts set forth:
- | 10/31/94 | 7/3/95 | 1/1/96 | 7/1/96 | 12/30/96 | 6/30/97 | 12/29/97 | 6/29/98 |
|----------|--------|---------|--------|----------|---------|----------|---------|
| \$5.00 | \$5.00 | \$10.00 | \$5.00 | \$10.00 | \$10.00 | \$14.00 | \$15.00 |
- (c) All actual salaries over \$701.75 per week on October 30, 1994, will be increased on the dates specified by the percentages set forth and applied to such actual October 30, 1994 salaries.
- | 10/31/94 | 7/3/95 | 1/1/96 | 7/1/96 | 12/30/96 | 6/30/97 | 12/29/97 | 6/29/98 |
|----------|---------|---------|---------|----------|---------|----------|---------|
| 0.7125% | 0.7125% | 1.4250% | 0.7125% | 1.4250% | 1.4250% | 1.9950% | 2.1375% |
- (d) The maximum increase in actual salaries per week on the dates specified shall not exceed the dollar amounts set forth:
- | 10/31/94 | 7/3/95 | 1/1/96 | 7/1/96 | 12/30/96 | 6/30/97 | 12/29/97 | 6/29/98 |
|----------|--------|---------|--------|----------|---------|----------|---------|
| \$6.32 | \$6.32 | \$12.65 | \$6.32 | \$12.65 | \$12.65 | \$17.70 | \$18.97 |

ARTICLE XXI GENERAL WAGE PROVISIONS

- (a) Experience Definition - It is understood that the term "experience" refers to previous or present employment on a daily newspaper of general circulation or the bureaus of recognized established national or local news or photographic services, or other comparable work, in the same line of employment for which said employee is hired by the Employer.
- (b) Experience Rating - An employee hired at or advanced to a salary above the minimum shall thereupon be credited rating equivalent to the years required for the minimum which is nearest to his/her salary.
- (c) Schedule "A" Employees - It is agreed that no less than two-thirds of the employees within the classifications set forth in Schedule "A" of Article XX shall receive a wage not less than the top minimum provided for such employees.
- (d) No Pay Cuts - There shall be no reduction in the present rate of pay of any employee during the life of this Agreement. Salaries shall be paid weekly.
- (e) Dual Work - Any Schedule "C" employee who performs assigned duties in two Schedule "C" classifications shall be paid at the higher classification for all time worked in the higher classification. Any Schedule "C" employee who performs Schedule "A" or "B" work shall receive not less than a full day's pay at the Schedule "A" or "B" minimum for each day in which such Schedule "A" or "B" work is performed. The Employer shall report to the Guild such Schedule "A" or "B" shifts in the weekly reports specified in Article V.
- (f) Reclassification - No employee's classification shall be changed without his/her consent.
- (g) Merit Increase - An employee shall be free to bargain individually for salary or commission above the minimum.
- (h) New Jobs - Should the Employer create a new job which is covered by this Agreement, it shall notify the Guild in writing thereof. On request of the Guild, the Employer shall meet with the Guild for the purpose of negotiating the minimum wage applicable thereto. If agreement on such minimum cannot be reached within thirty (30) days or any mutually agreed extension of time after such meeting, then either party may submit the controversy to final and binding arbitration under Article VI. Provided, nothing herein shall prohibit the Employer from filling such job pending conclusion and final determination of such negotiations or arbitration.

ARTICLE XXII EXPENSES AND EQUIPMENT

- (a) The Employer shall pay all legitimate expenses incurred by an employee in the service of the Employer.
- (b) Photographic equipment required by the Employer to be used by photographers shall be supplied by the Employer.
- (c)
 - (1) If an employee is required to use his/her automobile regularly on a five-day per week basis in the business of the Employer, the Employer shall pay one-half (1/2) of the premium for liability (including bodily injury, medical payments, uninsured motorists and property damage), collision and comprehensive insurance containing no less than a two hundred fifty dollar (\$250.00) deductible that shall be

taken out on the employee's vehicle. The employee shall pay the remainder of the premium.

(2) An employee who is required by the Employer to use his/her automobile on the business of the Employer must immediately make application for liability insurance (including bodily injury, medical payments and uninsured motorists) of not less than \$100,000 - \$300,000, along with property damage insurance of not less than \$20,000 (or a \$300,000 "single limit" coverage which includes property damage), and such insurance shall be carried in a company satisfactory to the Employer.

(3) No employee shall provide a personal automobile on the business of the Employer, either occasionally or regularly, unless such automobile is covered by the liability (including bodily injury, medical payments, uninsured motorists and property damage) insurance required above.

(4) In the event an employee's automobile is damaged while on the business of the Employer, the Employer's liability to compensate the employee for such damage shall be limited to the uninsured loss or two hundred fifty dollars (\$250.00), whichever is less.

- (d) (1) When an employee uses his/her automobile occasionally on the business of the Employer, the employee shall be compensated at the rate of forty-three (43) cents per mile or three dollars (\$3.00) per any day he/she uses his/her automobile, whichever is greater.
- (2) An employee who makes authorized constant use of his/her own automobile on regular assignments shall be compensated at the minimum rate of forty-five dollars (\$45.00) a week (pro rata for part-time employees) or forty-three (43) cents per mile, whichever is greater each week.
- (3) Except for the application of Article XII (Holidays), in weeks when an employee reports for work less than five (5) days, a pro rata of up to forty-five dollars (\$45.00) shall be paid.
- (4) The rate of forty-three (43) cents per mile where it appears herein shall be increased or decreased to the nearest half-cent on September 1 and March 1 each year, as may be indicated by applying to the forty-three (43) cents the percentage increase or decrease in the Private Transportation Index for Urban Wage Earners and Clerical Workers of the Consumer Price Index for the San Francisco-Oakland metropolitan area, for the January or June immediately preceding each such date over or under the same Index for December 1994.
- (e) Except by mutual agreement between the Employer and the Guild an employee, required to use his/her automobile on a weekly car allowance basis in the service of the Employer, shall be given six (6) months' notice of discontinuance of the use of such automobile with a copy to the Guild, except in case of resignation or discharge, where no such notice will be required. When the Employer desires to reinstitute the use of an employee's car, the effective date of such change shall be by agreement between the Employer and the Guild.
- (f) Company cars supplied by the Employer shall be equipped with approved seat belts for the driver and front seat passenger.

- (g) The Employer agrees to supply parking space at or near the place of employment for any company car assigned to an employee or for the car of any employee required to supply an automobile who receives the weekly car allowance, provided said employee is required to utilize said car regularly from said place of employment.
- (h) Company automobiles shall be equipped with heaters.
- (i) Any employee subject to (d)(2) above may give notice that thirty (30) days hence he/she will no longer use his/her personally owned automobile in the service of the Employer, provided not more than five (5) such notices may be served in any thirty (30) day period.

ARTICLE XXIII MISCELLANEOUS

- (a) Bulletin Boards - The Guild shall have the right to maintain bulletin boards in all Guild departments for the use of the Guild for the purpose of posting notices and official Guild business.
- (b) Outside Activity - Without permission in writing from the Employer, no employee shall use the name of the Employer or his/her connection with the Employer or any featured title or other material of the Employer to exploit in any way his/her outside endeavor.
- (c) Re-Use and Syndicate Compensation - When Management sells for profit any product of an editorial employee for publication outside of the paper on which the employee works, a mutually agreeable percentage of the net return for any such sale shall be paid to the employee, and such payment shall be in addition to his/her weekly wage.
- (d) Division of Duties - In accordance with past practices, a news gatherer will not act as a photographer and a photographer will not act as a news gatherer, nor will members of the editorial department be required to perform duties of employees in other departments or vice versa. Provided, the foregoing shall not be applicable when a designated travel writer is on a foreign travel story assignment. Such person while assigned to such foreign duty shall be permitted to use a camera, and all photographs taken may be used in the newspaper and are the property of the newspaper. It is understood that in no way is this intended to apply to departments within the editorial department. It is further understood that this Section does not apply to out-of-town freelance correspondents.
- (e) Byline - An employee's byline or credit line shall not be used over the employee's written protest. A significant change in an employee's byline copy shall be brought to the employee's attention before publication whenever practicable.

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

An employee whose work or person is mentioned in a letter to the editor shall be informed, when practicable, before it is published, and if the letter criticizes the employee personally, the employee shall have the right to respond on the same page. The content of the response will be subject to the approval of the editor.

- (f) Promotional Opportunities - Before new employees are hired for positions covered by this contract, the Employer agrees to give preference in filling the vacancy to present employees in lower classifications who possess the necessary qualifications to meet the Employer's requirements for the job vacancy.

In selecting employees for promotion, the Employer shall give special consideration to employees based on the aggregate time worked in a higher classification. Notice of openings shall be posted naming the department and job title in which the vacancy exists. The notice shall be posted for seven (7) days wherever possible to do so, and a copy of the posted notice shall be furnished to the Guild. The Employer shall at any time receive an application from any present employee for promotion or transfer. In case of promotion or increase in pay for any such employee, the Employer may within thirteen (13) weeks (this time may be extended by mutual agreement between the Employer and the Guild) return the employee to his/her former position, and his/her rate of pay may be reduced to what it would have been had he/she remained in the lower classification. After thirteen (13) weeks (or any mutually agreed extension thereof), said employee shall be considered a regular employee in that classification to which he/she has been promoted.

This Section shall be effective with respect to any vacancy only after the conditions of Article VII (g) herein have been satisfied with respect to that vacancy. The Employer need not post for temporary vacancies due to vacation or leave of absence if such openings are to be filled from within the same department.

- (g) Supervision - Each employee shall be informed of his/her immediate supervisor as well as the individual under whose direction the employee is to work in the event of extended absence of his/her immediate supervisor from the plant.
- (h) Picket Lines - No employee covered by this Agreement shall be required to cross a picket line established by any Union with whom the Employer is required to bargain and whose members are engaged in the actual production and/or distribution of the Publishers' newspapers, provided such picket line is authorized by the International body of the Union establishing same. The Employer shall not be required to pay such employee(s) for time lost by reason of their refusal to cross a picket line. It is understood that janitors are "engaged in production". It is understood that this provision applies only to legal strikes authorized by the union governing boards.
- (i) Jury Duty - An employee with at least one year of employment required to report for jury service on a day when he/she normally would have been scheduled to work any shift shall be paid for a maximum of thirty (30) days of such jury service in a calendar year at the employee's regular straight-time shift's pay minus any pay received as such juryperson. Such employee's position need not be filled except at the option of the Employer. To be eligible for such payment, the employee must inform his/her department head in writing of the call to jury service within twenty-four (24) hours of receipt of the official notification (if the notice is received on a Friday, then such written notice will not be required; however, the employee will inform his/her department head promptly on the Monday following by telephone or otherwise), and then must furnish his/her department head a statement of jury service from the Clerk of the Court.

Additional jury duty pay in excess of thirty (30) days shall be granted by the Employer where economic hardship and similar factors indicate additional jury duty pay is warranted.

- (j) The Employer shall select and train non-Schedule "A" employees in Schedule "A" work in accordance with the following conditions:
 - (1) When the Employer seeks applicants for training in Schedule "A" work, it shall post a notice thereof in a place or places where editorial department notices are regularly posted.

- (2) Any non-Schedule "A" employee in the editorial department may apply for such training.
 - (3) The selection of the person or persons to be trained shall be made in a non-discriminatory manner by the Employer who shall notify the Guild that such selection is made.
 - (4) The training period shall not exceed thirteen (13) weeks, unless such time is extended by mutual agreement between the Employer and the Guild.
 - (5) Employees being trained in Schedule "A" work shall be paid not less than the Schedule "A" minimum salary while performing Schedule "A" work and shall receive not less than a full day's pay at the Schedule "A" minimum for each day in which any Schedule "A" work is performed.
 - (6) Upon conclusion of training, the employee may be returned to his or her former position, and his or her rate of pay may be reduced to what it would have been had he or she remained in the lower classification.
- (k) Financial Obligations - In the event the San Francisco Newspaper Agency is for any reason unable to meet any of its financial obligations under this Agreement, the CHRONICLE and EXAMINER shall, jointly and severally, be responsible for meeting such obligation.
- (l) Death in Family - Any regular employee covered by this Agreement who suffers a death in the family shall be granted three (3) consecutive work days off with full pay. Employees shall receive such paid days off in addition to, and irrespective of, the employee's regular days off. No payment shall be made for any part of such leave which falls within the employee's vacation period or other paid period when the employee is not covering his/her job. For the purposes of this Section, "family" shall include spouse, parents or legal guardians, children, brother or sister, father-in-law, mother-in-law, grandparents, grandchildren, step-parents, step-children, brother-in-law and sister-in-law.

In addition to the above, an employee shall have the right to use up to three days of vacation and/or in-lieu days for bereavement purposes for individuals other than those listed in the above paragraph. The three days set forth herein may not be used in conjunction with any other leave, including the three bereavement days set forth in this Article for bereavement of the death of family members in the above-listed categories, and the Employer may require verification of the basis for this request.

ARTICLE XXIV HEALTH AND SAFETY

- (a) Hazardous Duty - The Employer agrees that when an Editorial Department employee performs hazardous duty, the employee or the employee's designated beneficiary is entitled to the following benefit, which is in addition to all other life insurance and death benefits provided under this Agreement and the Workers' Compensation laws, and is independent of and has no effect on the employee's paid sick leave entitlement, but the income continuation payments may be integrated with Workers' Compensation disability benefits:

During the period of disability, 65% of weekly salary, not exceeding \$325 per week, for a maximum of 60 weeks, such payment beginning with the first day of disability and to be without a waiting period.

- (b) Working Quarters - The Employer agrees to furnish at all times a healthful, sufficiently ventilated, properly heated and well-lighted place for the performance of all work covered by this contract.
- (c) Video Display Terminals:
- (1) The Employer shall provide VDT users with VDT workstations that are designed to prevent injury or illness. "VDT users" are those employees who use a VDT for more than 120 minutes a day for work functions. At a minimum, they shall have the following features:
 - [a] Glare Shields. The Employer will furnish glare shields, upon request, to employees required to use VDTs on a regular basis.
 - [b] Brightness Control. The Employer will provide a brightness control on each VDT in use.
 - [c] Knee space. The workstation will be set up so that there is adequate space beneath the desk for the employee's legs.
 - [d] The keyboard shall be at approximately elbow height. The front edge of the keyboard and/or keyboard support surface (where wrist or forearm contact occurs) will be rounded and/or padded. Shared workstations will be adjustable with adjustable keyboard heights. The term "adjustable" as used herein means adjustable by the VDT user or at the request of the VDT user.
 - [e] The screen display will be below eye level with the primary viewing area from 0 to 60 degrees below the horizontal plane at eye level.
 - [f] The worksurface will be sufficient to accommodate the VDT components and other task-dependent items, such as hard copy.
 - [g] Chairs will have an adjustable seat pan and back support. VDT users will have a choice of having a chair with or without arm support. If arm rests are used, they will be height adjustable or removable.
 - (2) The Employer shall provide the Guild with results of tests, which shall be conducted at least once every six months, such tests to be for the purpose of (a) determining whether video display terminals or other devices are emitting harmful radiation, and (b) determining whether video display terminals are improperly tuned or focused to a degree causing undue employee eye strain or fatigue. Such tests shall be conducted and reported after a VDT has been moved or maintained in place.
 - (3) Eye Glasses. If an employee is required by his/her doctor to wear special glasses for the sole purpose of working on a VDT, the Employer shall provide such glasses.
 - (4) Breaks. VDT users will be permitted to take at least a 3-minute break for each hour of continuous use of a VDT. A "break" means time spent doing something other than work on the VDT.
 - (5) Joint Committee. Any concerns which either party may wish to raise concerning VDTs may be raised in a VDT Committee which shall be comprised equally of Guild and Management representatives.

- (6) The Employer will maintain a training program designed to inform all current and new VDT users of:
 - [a] Potential musculoskeletal problems associated with improper VDT use.
 - [b] The importance of appropriately timed VDT work breaks to prevent musculoskeletal problems.
 - [c] The proper adjustment of the work station to prevent musculoskeletal problems including hands-on training in adjusting workstations.
- (7) The Employer(s) will maintain a written description of its VDT user training program which will be made available to the Guild and subject to its review. It will be designed to be comparable to the training program written description approved by CAL-OSHA at the Fresno Bee. The written training program will address: who will be trained, frequency of training, content of training, length of training, qualifications of trainer, timeliness for training current VDT users.
- (8) Room Lighting. The Employer will provide lighting conditions to accommodate VDTs in use.
- (9) Upon VDT user request, the Employer will provide the following items: easily positioned document holder, foot rest, wrist rest (for shared work stations, where one employee uses a wrist rest and another employee prefers not to do so, the wrist rest will not be permanent), and telephone headsets for those VDT users who have jobs which require simultaneous VDT use and telephone use on a regular basis.
- (10) Before the introduction or replacement of VDTs, the Employer shall consult with the Guild on the design of the equipment. Nothing in this sub-Section shall restrict or impair the right of the Employer to install such new equipment. Conforming equipment required by the terms of this Section shall be replaced on a continuing basis to meet the business needs of the Employer. When currently in-use VDTs or furniture and equipment are replaced in the normal course of business, the replacement shall comply with this provision. However, it is understood that the Employer will make accommodation prior to the time of normal replacement in cases of extreme personal urgency.

ARTICLE XXV DURATION AND RENEWAL

- (a) As herein provided, this Agreement shall be in full force and effect for a period from November 2, 1993, to and including November 1, 1998.
- (b) The salary rates set forth in this Agreement shall be effective in accordance with the dates in Article XX hereof.
- (c) This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Employer.
- (d) At any time within ninety (90) days prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement. The terms and conditions of this Agreement shall remain in effect as long as negotiations continue.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this 9th day of ~~January~~ February, 1995.

NORTHERN CALIFORNIA
NEWSPAPER GUILD

THE CHRONICLE PUBLISHING COMPANY
Publisher, *San Francisco Chronicle*

BY [Signature]
Doug Cuthbertson
Executive Officer

BY [Signature]
Anthony Newhall
Associate Publisher

BY [Signature]
William Wallace
President

THE HEARST CORPORATION
SAN FRANCISCO EXAMINER, Division
Publisher, *San Francisco Examiner*

BY [Signature]
Linda Frediani

BY [Signature]
James E. Sevens
Vice-President/General Manager

BY [Signature]
Carl Hall

SAN FRANCISCO NEWSPAPER AGENCY

BY [Signature]
Larry Hatfield

BY [Signature]
Richard J. Jordan
Vice-President/Employee Relations

BY [Signature]
Sally Lebrun

BY [Signature]
Elizabeth A. Cutter
Personnel Manager

BY [Signature]
Susan Sward

MEMORANDA OF UNDERSTANDING
by and between
SAN FRANCISCO NEWSPAPER PUBLISHERS' ASSOCIATION
and
NORTHERN CALIFORNIA NEWSPAPER GUILD

This will confirm the understandings reached and/or renewed in negotiations of our new Agreement effective from November 2, 1993, to and including November 1, 1998. Said understandings are as follows:

(1) PENSIONS

The Guild and Employers agree to the following priorities in improving the Northern California Newspaper Guild Retirement Plan with the understanding that any improvements will only be made as actuarially feasible in the judgment of the Plan's trustees:

- (a) Raise or eliminate basic benefit ceiling;
- (b) Increase benefits for existing retirees.

(2) INDEPENDENT CONTRIBUTORS - Understanding Regarding Article I (d)

It is understood and agreed that during the life of the new Guild Agreement beginning November 2, 1993, the following memoranda and side letters, attached to the 1965-1968 Guild Contract will remain in force and effect:

- (a) Memorandum of Understanding between the CHRONICLE and Guild regarding Article I (d) of Contract.

RE: INDEPENDENT CONTRIBUTORS

- [a] It is agreed by and between the Northern California Newspaper Guild and the SAN FRANCISCO CHRONICLE that, as of March 10, 1966, the attached list of editorial features sets forth those now provided by independent contributors that are exempt under Article I (d) of the existing collective bargaining agreement regardless of the individual who may supply same. (As of the date of signing of the 1993-1998 Agreement, all names on the list were either discontinued features or deceased individuals.)
 - [b] Additional independent contributors may be utilized provided such contributors have special qualifications as to name or product in the opinion of the Employer, and their utilization does not result in the displacement of a regular full-time or part-time staff member. Disputes, if any, under this paragraph are to be adjudicated by arbitration as provided in Article VI of the collective bargaining agreement.
 - [c] Editorial features which are purchased from a bona fide syndicate or those that are a so-called "one-time shot" or those that are purchased as a "package" (to cover a known period of time or an event -- such as World Series, etc.) shall continue to be exempt under Article I(d).
- (b) Memorandum of Understanding signed by CHRONICLE and Guild concerning CHRONICLE Feature Syndicate:

It is understood that the CHRONICLE Feature Syndicate is a bona fide newspaper syndicate, as referred to in Paragraph (c) above, engaged in the preparation, distribution and sale of features on a nationwide basis for use in various client newspapers, among them the SAN FRANCISCO CHRONICLE.

It is further understood that any and all material furnished to the CHRONICLE by CHRONICLE Feature Syndicate will be similar in scope and content to features that have always been offered by national newspaper syndicates.

Further, it is agreed that the CHRONICLE will not acquire through CHRONICLE Feature Syndicate any features or other newspaper material, the content of which is exclusively of a local nature and is of interest only to readers in the San Francisco Bay Area.

- (c) Memorandum of Understanding between EXAMINER and Guild regarding Article I(d) of Contract.

RE: INDEPENDENT CONTRIBUTORS

- [a] It is agreed by and between the Northern California Newspaper Guild and the SAN FRANCISCO EXAMINER that, as of March 10, 1966, the attached list of editorial features sets forth those now provided by independent contributors that are exempt under Article I (d) of the existing collective bargaining agreement regardless of the individual who may supply same. (As of the date of signing of the 1993-1998 Agreement, all names on the list were either discontinued features or deceased individuals.)
- [b] Additional independent contributors may be utilized provided such contributors have special qualifications as to name or product in the opinion of the Employer and their utilization does not result in the displacement of a regular full-time or part-time staff member. Disputes, if any, under this paragraph are to be adjudicated by arbitration as provided in Article VI of the collective bargaining agreement.
- [c] Editorial features which are purchased from a bona fide syndicate or those that are a so-called "one-time shot" or those that are purchased as a "package" (to cover a known period of time or an event - such as World Series, etc.) shall continue to be exempt under Article I(d).

(3) FREELANCE INFORMATION

The Chronicle and Examiner agree to furnish to the Guild certain information at certain times on editorial products purchased from freelancers and stringers and published concerning Northern California subjects. The specific information required to be furnished shall be as follows:

- (a) Freelancers - Name; price paid for the editorial product published; title of the article or, if not an article, then other identifying data; and the date of its publication;
- (b) Stringers - Name; amount of remuneration; and type of assignment.

The frequency with which this information shall be furnished is as follows: Upon request, such information will be furnished to the Guild for one (1) two-week period designated by the Guild within each three-month period commencing with January 1, 1995.

(4) CHRONICLE EMPLOYEE OFF-DUTY ARTICLES

It is recognized that a practice has heretofore existed whereby San Francisco CHRONICLE Editorial Department employees have been "selling" certain editorial products, which they prepared on their own initiative and on off-duty time, to the CHRONICLE.

It is agreed by and between the Guild and the CHRONICLE that the CHRONICLE may continue to purchase such limited amount of material from its employees who have "sold" such material in the past, provided that said practice is confined to the Sunday newspaper and that no more than six (6) such pieces shall be used in any Sunday newspaper. It is expressly understood that "General News" and "Sports Articles" are not covered by this Agreement. In purchasing from its own employees those editorial products which have been prepared on the employees' own initiative and on off-duty time, the purchases may be at rates mutually agreeable to the CHRONICLE and the employee.

(5) EXEMPTIONS, ARTICLE I(c)

No Guild employee shall be compelled to follow his/her position out of the bargaining unit. An employee who declines to do so shall suffer no penalty whatever except that excludable duties previously performed may be assigned away from such employee and to an excluded position.

(6) DISMISSAL PAY VS. RETIREMENT PLAN BENEFITS

(a) The following shall be the method of Employer payment to the Northern California Newspaper Guild Retirement Plan upon the discharge of an employee who is eligible to receive benefits under Section 7.02 of the Plan:

[1] If the discharged employee is age 65 or older on the date of discharge or has completed 25 or more years of continuous and uninterrupted service, and the discharge is for cause, the Employer shall make the payment through that Employer's regular experience-rated contributions under Article IX, Section (b) of the collective bargaining agreement.

[2] If the discharged employee is age 65 or older on the date of discharge or has completed 25 or more years of continuous and uninterrupted service, and the discharge is for reasons for which the employee was not responsible (i.e. not for cause), the Employer shall make the payment to the Fund at the time of discharge.

[3] If the discharged employee is under age 65 and has not completed 25 years of continuous and uninterrupted service, the Employer shall make the payment to the Fund at the time of discharge.

(b) In the event of a sale, consolidation, permanent suspension or merger of the editorial operations of either the Examiner or the Chronicle, it is agreed that required Employer payments under (a) that would then be in excess of the then current withdrawal liability attributable to supplemental benefits would be used to provide extra so-called "dismissal pay" for those editorial employees who become unemployed as a result of such sale, consolidation, suspension or merger. "Unemployed" means those not immediately employed by the surviving or successor newspaper.

(7) RE: STRINGERS AND FREELANCERS

- (a) Independent stringers may not be used in the City of San Francisco, except to the extent currently, but may be used outside the City of San Francisco, PROVIDED this does not result in the layoff of any bargaining unit employees.
- (b) Freelance material which involves specialized work, qualifications, or name, or utilizes special access or familiarity with subject matter, may be solicited and used from independent contributors, PROVIDED this does not result in the layoff of any bargaining unit employees. An individual freelance contributor will not be utilized on a regular basis pursuant to this Memorandum. The foregoing shall not limit the Employers' existing rights or practices in regard to the use of unsolicited freelance material.
- (c) This Memorandum of Understanding does not limit any existing rights in regard to the use of stringers and freelancers. It stands in addition to Article I(d) and existing Memoranda except in the event of conflict, in which case this Memorandum takes precedence. For purposes of this Agreement, "regular" means the publication of material weekly or more frequently, on an ongoing basis, which shall not include cases of temporary duration or those provided as a package of articles of limited duration.

(8) LABOR-MANAGEMENT COMMITTEE

The Guild and Employers agree to establish a joint Labor/Management Committee, the purpose of which shall be to discuss matters of mutual concern which will enhance the relationship between the parties to the collective bargaining agreement.

The committee shall not take up matters subject to the grievance/arbitration procedure as set forth in this agreement. Among topics specifically referred to this committee are: job sharing, parking and security, earthquake safety.

(9) COMMISSION SALES

It is hereby agreed by and between the San Francisco Newspaper Agency and the Northern California Newspaper Guild that the following shall apply to retail, display and classified display advertising commission-only sales employees:

The Employer may create up to six (6) such positions for the sole purpose of developing new business; said employees to be covered by all provisions of the Contract, except Article XX (Minimum Salaries), Article XI (Hours), and the probationary period as set forth in Article VII(b). The probationary period for commission-only sales employees shall be six months.

Notice of the positions shall be posted under the terms of Article XXIII(f). Current employees who elect to apply shall have the option of returning to their former salaried positions within a three (3) month period. No salaried employee shall be transferred to a commission-only sales position without the employee's consent.

Commission sales employees shall be permitted to solicit only new advertising business; defined as display or classified display advertising accounts which have not been active in the Chronicle or Examiner for 13 months. Such employees shall not infringe on the accounts of salaried sales staff, including accounts new to a territory for the first month. An account becomes new to a territory

when the store opens its doors for business. The Employer shall establish a protected account list, in consultation with the Guild.

Once a new account becomes regular, it shall be turned over to a member of the salaried sales staff who shall continue to service the account. A new account becomes "regular" after it has placed advertisements in each of 12 consecutive months. Voluntary new accounts (over the transom) shall be assigned to salaried staff.

The Employer shall determine the commission structure. The Employer shall provide to the Guild monthly the gross earnings of each commission-only salesperson for each and every month.

Benefits, e.g. pensions, shall be calculated on gross compensation. For the purposes of establishing a weekly income for any purpose including paid sick leave benefits, vacation, severance pay calculations, etc., it shall be the average weekly gross earnings in the past six months.

Execution of this memorandum shall not result in any layoff of salaried sales staff. In applying Article VII (Job Security), commission-only salespersons shall be considered to be in the same classification as salaried sales staff.

(10) INTERNSHIPS

The Employer may establish internship training programs, with an emphasis on providing training opportunities for women and minorities, under the following conditions:

1. The selection of interns shall be by the Employer, who shall notify the Guild of its intention to utilize interns.
2. Interns under this program will be paid no less than 80 percent of the current appropriate Guild contractual minimum salary.
3. The Employer need not make trust fund contributions (pension, health and welfare) for hours worked under this program.
4. Interns will not receive accrued vacation pay or dismissal pay at the conclusion of their internships.
5. The length of an individual's internship shall not exceed twelve (12) weeks; except that interns who are students may return for subsequent internships after an interval of six (6) months.
6. If the Employer retains any intern beyond twelve (12) weeks (except for student interns who return under (5) above), all contractual benefits and provisions shall reinstate beginning the thirteenth (13th) week, including minimum salary, trust fund contributions and vacation credits. Also, such an employee, if retained, would be given full experience and seniority credit for the period of internship. If the Employer releases any intern and later hires the intern for a regular Guild-covered position, the intern will receive experience credit for the internship period.
7. The Employer shall provide all interns with job-related training, periodic evaluations and performance recommendations.

8. Interns shall not be subject to the job security provisions of the Agreement and may be dismissed at any time during the internship, without rehire rights or recourse to the grievance/arbitration procedure.
9. There shall be no restriction on work assignment or transfer of interns.

(11) PART-TIME ASSIGNMENTS, MATERNITY per XVI(e)(4)

The purpose of this memorandum is to set forth the circumstances under which full-time employees on maternity or paternity leave shall qualify for part-time status for a specified period at the conclusion of their maternity or paternity leave, pursuant to Article XVI(e)(4). In the event of any conflict between the terms of the contract and this memorandum, this memorandum shall prevail.

1. A full-time employee on maternity or paternity leave may request that she or he be placed on part-time status at the conclusion of her/his maternity or paternity leave for a specified period of time until the child is eligible for kindergarten.
2. At the beginning of the employee's part-time assignment, the Employer and employee shall work out a mutually agreeable schedule of work. Every effort shall be made by the department head to accommodate the schedule desired by the employee. However, in the event of a dispute, it is understood that the operational needs of the department shall govern. If a suitable part-time schedule cannot be worked out in the employee's department, the employee may be required to take a part-time assignment in a different department.
3. Once this schedule is established, the employee will be required to be available for work only as established in the schedule except in exceptional cases, where the needs of the department require additional hours. In exceptional cases, after weekly schedules are posted, the employee may be required by management to work additional days or hours. If a few additional hours are needed on an extra day to complete an assignment, the employee shall work only the hours required to complete the assignment. This additional work will be subject to overtime provisions only after the normal 7 1/2-hour work day or five-day work week have been performed. When such additional work poses a hardship on the employee, such as for child care, the employee and supervisor may work out flexible work arrangements that permit the employee to get the work done.
4. A full-time employee who goes on part-time status as set forth herein shall be guaranteed a full-time bargaining unit position at the expiration of the part-time status period comparable to her/his position preceding the maternity/paternity leave. This position may, however, be in a different department if the operational needs of the Employer make it unfeasible to return the employee to her original department. Management retains herein all of its normal rights to determine work assignments.

(12) CHRONICLE WASHINGTON BUREAU CHIEF

The Guild and The San Francisco Chronicle agree that the exclusion granted in Article I for the Washington Bureau Chief remains in effect only when there is at least one other member of the bargaining unit employed in that bureau.

(13) VOLUNTARY TERMINATION INCENTIVES

The Employer shall have the right to offer individuals a termination incentive to voluntarily resign. Upon making such an offer, the Employer must notify the Executive Officer of the Guild that the employee has been offered a voluntary termination incentive. The employee will be advised that the offer is voluntary and he/she may consult with the Guild. The Guild will keep confidential the terms of any such offer.

(14) FLEXIBLE SPENDING ACCOUNT

The Employers agree to maintain the existing flexible spending account program for dependent care.

(15) FOUR-DAY WORK WEEK

It is agreed that four-day work week arrangements may be instituted on a departmental basis, subject to agreement between the Employer and the Guild.

(16) DOMESTIC PARTNERS

If legal, union pension funds, 401(k) plans and Health & Welfare plans will be amended, to treat as spouses any individuals in a spousal relationship with employees who cannot have a spousal relationship recognized by law. Such domestic partners are to be recognized under the "Family Emergency" provision of the contract (Article XIII, Vacations, Subsection (b)).

(17) AGENCY POLICY STATEMENT

The Guild and Agency acknowledge and recognize that an employee in certain job classifications who violates the policy that employees may not consume alcohol during lunch shall be subject to discipline up to and including discharge. This specifically applies to employees in the production plants, those who may have occasion to drive a vehicle as a normal requirement of their jobs, returns room employees, receiving employees, outside sales employees and those employees who operate heavy machinery.

We encourage any employee who suffers from alcohol abuse to come forward and seek professional help before it affects his or her job.

Any employee who has concerns about treatment is urged to contact the Guild Office or the Agency Medical Department on a confidential basis.

(18) TEMPORARY COPY DESK ASSIGNMENT FOR REPORTERS

After seeking experienced volunteers whose reassignment would not compromise coverage and to the extent that the use of on-call employees is not practicable, a Publisher may assign reporters with prior experience as copy editors to work as a copy editor for temporary periods of up to six (6) weeks on new editorial products, breaking news emergencies, or to cover absences of regularly scheduled employees. The six week limit per year is extendable by mutual agreement between the employee and the employer. No reporter so reassigned to a copy desk can be subject to discipline for competency beyond prior competency established at the newspaper. It is understood that there will be no punitive assignments of reporters to copy editing.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this 9th day of ~~January~~ February, 1995.

NORTHERN CALIFORNIA
NEWSPAPER GUILD

THE CHRONICLE PUBLISHING COMPANY
Publisher, *San Francisco Chronicle*

BY [Signature]
Doug Cuthbertson
Executive Officer

BY [Signature]
Anthony Newhall
Associate Publisher

BY [Signature]
William Wallace
President

THE HEARST CORPORATION
SAN FRANCISCO EXAMINER Division
Publisher, *San Francisco Examiner*

BY [Signature]
Linda Frediani

BY [Signature]
James E. Sevrens
Vice-President/General Manager

BY [Signature]
Carl Hall

SAN FRANCISCO NEWSPAPER AGENCY

BY [Signature]
Larry Hatfield

BY [Signature]
Richard J. Jordan
Vice-President/Employee Relations

BY [Signature]
Sally Lehman

BY [Signature]
Elizabeth A. Cutter
Personnel Manager

BY [Signature]
Susan Sward

Extension Agreement

The undersigned parties agree that the collective bargaining agreements (any appendices, side letters, supplemental agreements and separate memoranda of agreement) effective from November 2, 1993 through November 1, 1998 ("Current Agreements") are hereby extended to July 1, 2005 ("Extension Agreement") with the following modifications only:

1. This agreement does not reduce or eliminate any existing protections in any of the collective bargaining agreements, appendices, supplemental agreements or side letters attached thereto.

2. The wage section of the Current Agreements are amended to provide the following increases:

("Craft union" dollars, subject to Kagel Formula)

<u>Date</u>	<u>Craft Dollars</u>	<u>Date</u>	<u>Craft Dollars</u>
1/1/98	\$40 per week	1/1/02	\$15
1/1/99	\$11	7/1/02	\$15
7/1/99	\$12	1/1/03	\$15
1/1/00	\$11	7/1/03	\$15
7/1/00	\$12	1/1/04	\$15
1/1/01	\$12	7/1/04	\$15
7/1/01	\$12	1/1/05	\$20

3. It is agreed that any signatory Union may divert all or any part of any or all of the above listed increases to its health and welfare fund, a 401(k) and/or its pension fund. If such a diversion is desired, the Union will give the Agency (Chronicle, Examiner) thirty (30) days advance written notice of such desire, the amount(s) of the increase to be diverted and the fund or funds into which such amount(s) is to be diverted.

4. Job Protection

The Agency, Chronicle and Examiner agree that no current, regular full-time employee (also known as "regular situation holders," "markup holders" and "bid holders") as of November 1, 1997 (defined as those employees listed in Appendix One* attached hereto) shall be laid off during the term of this Extension Agreement except as follows:

> Either or both newspapers cease publishing.

> or cease publishing a particular edition(s). (e.g., Chronicle 3 Star, Examiner 1 Star, etc.)

In the event of an elimination of a particular edition, as provided above, layoffs shall be limited to the number of jobs attributable to the particular edition involved. Except as provided above, employees protected by this

provision shall not be laid off because of an unforeseen contraction in business operations, whether because of economic conditions or otherwise. This job protection provision does not guarantee any fixed number of jobs or job opportunities; nor does it prevent the Agency, Chronicle or Examiner from reducing their staffs through voluntary buyouts (subject to any provisions governing buyouts in any Union agreement) or through attrition.

*Lists subject to agreement by each affected Union.

5. Early Termination

Notwithstanding the expiration of this Extension Agreement as herein provided, it may alternatively be terminated as of April 30, 2001 upon no more than 180 days and no less than 90 days prior written notice subject to the following conditions:

(1) Notice of early termination may be given by the employer parties as a group, but may not be given by any individual employer party(ies); or

(2) Notice of early termination may be given by the Conference of Newspaper Unions on behalf of all of its member Locals (i.e., BATU Local 21, Northern California Newspaper Guild Local 52, Web Local 4, Teamsters Local 921, SEIU Local 87, SEIU Local 1877, Mailers Local 15, Paperhandlers Local 24 and Vendors Local 468), but may not be given by any individual union party(ies).

(3) In the event such notice of early termination is given the parties shall enter into negotiations for a new and/or successor collective bargaining agreement. During such negotiations the terms and conditions of this Extension Agreement and of the underlying collective bargaining agreements shall remain in full force and effect following April 30, 2001 as long as negotiations continue or until a new agreement is reached. However, in the event of such early termination, the job protection provided in Paragraph 4 of this Extension Agreement will terminate as of April 30, 2001, and no wage increase effective after April 30, 2001 and thereafter shall be implemented.

(4) Upon termination of the Extension Agreement, pursuant to the written notice provided above, neither party shall have any further obligation under this Extension Agreement.

6. At any time on or after October 1, 2004, the Employers or the CNU may initiate negotiations for new agreements. The terms and conditions of this Extension Agreement and the underlying collective bargaining agreements, appendices, side letters, supplemental agreements and separate memoranda of agreement, shall remain in effect as long as negotiations continue.

SIGNATURE PAGE

Extension agreement between the San Francisco Newspaper Agency / The Chronicle / The Examiner and
The Conference of Newspaper Unions

Employers

For the San Francisco Newspaper Agency

By: [Signature] Date: 2/19/98

For the San Francisco Chronicle

By: Anthony J. [Signature] Date: 2/17/98

For the San Francisco Examiner

By: [Signature] Date: 2/17/98

Conference of Newspaper Unions

Bay Area Typographical Union No. 21

By: Heonice R. Schultz Date: 2/18/98

Newspaper Drivers Local 921, IBT

By: [Signature] Date: 2-17-98

Northern California Mailers Union #15, IBT

By: [Signature] Date: 2-17-98

Northern California Newspaper Guild Local 52

By: [Signature] Date: 2/17/98

Paperhandlers Union Local 24

By: Ed [Signature] Date: 2/18/98

S.F. Web Pressmen and Prepress Union No. 4

By: [Signature] Date: 2-20-98

SEIU Local 87

By: [Signature] Date: 2-17-98

SEIU Local 1877

By: [Signature] Date: 2-17-98

Vendors Local 468

By: [Signature] Date: 2-18-98