AGREEMENT

THIS AGREEMENT, made and entered into by and between THE HONOLULU STAR-BULLETIN hereinafter referred to as the "Employer" and the HAWAII NEWSPAPER GUILD, a local (No. 39117) chartered by The Newspaper Guild/Communications Workers of America, AFL-CIO, hereinafter referred to as the "Guild", for itself and on behalf of the employees of the Employer described in Section 2;

WITNESSETH:

Section 1. UNION RECOGNITION AND UNION SECURITY

(a) The Employer recognizes the Guild as the sole and exclusive collective bargaining agent for all employees covered by this agreement.

(b) Employees presently covered by this agreement and employees who choose to become members of the Guild hereafter, shall remain members of the Guild in good standing.

(c) All new employees of the Employer shall be required as a condition of continued employment to become members of the Guild, to the extent of paying the Guild's initiation fee, dues and assessments, uniformly required as a condition of acquiring or retaining membership in the Guild, on or before the thirtieth (30th) day following the commencement of their employment.

(d) It is agreed that employees who are exempt from coverage under Section 2 (Coverage and Jurisdiction), who move into a bargaining unit job, will join the Guild.

(e) Nothing herein contained shall require the Employer to discharge or otherwise discriminate in any way against any employee, if Guild membership was not available to the employee on the same terms and conditions generally applicable to other members of the Guild or if Guild membership was denied or terminated for any reason other than the failure of the employee to tender the Guild's initiation fee, dues and assessments uniformly required as a condition of acquiring or retaining membership in the Guild.

The failure of any employee covered by this agreement to become and remain a member of the Guild by reason of a refusal to tender the Guild's initiation fee, dues and assessments so uniformly required, shall obligate the Employer to discharge such employee upon written notice to such effect by the Guild.

Section 2. COVERAGE AND JURISDICTION

(a) All full-time and part-time employees in the State of Hawaii, as listed in the attached Exhibit "A" with exception of Editor/Publisher, Managing Editor, Assistant Managing Editor, Senior Editor/Editorial Page Editor, Graphics Editor, City Editor, Sports Editor, Business Editor, Features Editor, News Editor, Assistant Editorial Page Editor, Night Editor, five (5) Editorial Managers/Supervisors to be designated by Employer, two (2) Confidential Secretaries, Casuals, Stringers, Interns, Space and Piece Writers, Supervisors as defined by the Act, as amended, Guards, professional employees, and employees covered by other collective bargaining agreements.

Full-time correspondents shall be excluded from the provisions of Section 10 of this agreement.

(b) The jurisdiction of the Guild is:

(1) The kind of work either normally or presently performed within the unit covered by this agreement,

(2) Any kind of work similar in skill, or performing similar function, as the kind of work either normally or presently performed in said unit, and,

(3) Any other kind of work assigned to be performed within said unit.

(4) Performance of such work, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to employees of the Employer covered by this agreement.

Section 3. EMPLOYEE DATA

(a) The Employer shall supply the Guild, quarterly, with an update, if any, of the following information for all employees in the bargaining unit:

(1) Name, address, gender, date of birth, date of hire, employee's classification, experience rating, experience anniversary date, and salary.

(b) The Employer shall notify the Guild within one week of changes in the employee's status, as follows:

(1) All increases, or changes in classifications, by name, individual amount, resulting new salary and effective date.

(2) All resignations and retirements.

(3) Within one week of the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in subsection (a) above and the social security number for such new employee.

(c) All planning, conduct and management of the business and operations of the Employer and the selection and direction of employees are vested exclusively in the Employer insofar as it does not conflict with this agreement.

Section 3-A. HO'OKUPONO SOS

(a) Employees and the Employer mutually agree to work together toward the common goal of establishing a truly independent and successful Honolulu Star-Bulletin. To further that goal, a team effort that emphasizes respect and cooperation between all employees,

both supervisors and bargaining unit members is important and the Employer and Guild mutually agree to support the "HO'OKUPONO SOS" philosophy

HO'OKUPONO SOS is the common effort and mutual assistance through which groups and teams may accomplish more than individuals can alone. HO'OKUPONO SOS empowers all employees to provide the most complete, accurate and compelling newspaper publication possible. HO'OKUPONO SOS involves all employees working together to maximize the level of efficiency and the quality of our newspaper without regard to whether it is bargaining unit or non-bargaining unit work.

Accordingly, with respect to Ho'okupono SOS, the Guild and the Employer agree that the ability of management to assign employees to help each other and pull together toward the common goal of saving the Honolulu Star-Bulletin shall fall within management rights, regardless of job description, job classification, job title or compensation. HO'OKUPONO SOS might involve a copy editor's writing a news story, a reporter's shooting a picture of the speaker at a meeting or a section editor's writing headline or an editorial. Its goal is to produce the best and most competitive newspaper possible through combined efforts. This has mutual benefit for all employees – management and non-management, bargaining-unit and non-bargaining-unit employees alike. Besides improving the product, it provides opportunities for professional growth and advancement.

HO'OKUPONO SOS will not result in disciplinary action or termination where employees do their best in the job they are assigned to or are assisting with even though they may not be as skilled or proficient as someone who is regularly assigned to such jobs.

HO'OKUPONO SOS is not intended to be a temporary transfer of job classification or modification of job description. Nor is it intended to increase the number of classifications listed in Section 2 (a), herein. Rather, it is designed to allow employees to assist one another and to pull together as needed, where needed, until such need has been satisfied and readers get the best newspaper possible. HO'OKUPONO SOS shall not involve an adjustment of pay or benefits. The parties understand and agree that bargaining unit and non bargaining unit employees engaged in HO'OKUPONO SOS will not be deemed to be in violation of this agreement.

(b) To further the goal of HO'OKUPONO SOS, the parties agree to organize a HO'OKUPONO Committee, hereinafter "the Committee," to consider matters of mutual interest which are related to employment, but which are not alleged violations of this agreement.

(1) The Committee will consist of Honolulu Star-Bulletin employees.

(2) Committee meetings will become consultative in nature, and will never constitute bargaining or grievance resolution. The Committee may make recommendations to the Publisher.

(3) The Committee may consider product quality topics and teams and team building topics.

Section 4. SENIORITY

(a) In case of layoff, or recall after such layoff, length of continuous service with the Employer shall govern where employees are competent to perform the job. This principle of seniority shall not apply to any employee until completion of one thousand (1000) straight-time hours of continuous service with the Employer.

(b) Seniority shall be considered broken by (1) discharge, (2) resignation, or (3) twelve (12) consecutive months of layoff. Employees who have been laid off in excess of twelve (12) months shall be entitled to be recalled as new employees if a job opening occurs and the laid-off employee responds to the recall notice.

If a former employee is given notice at his or her last known address of opportunity for reemployment and fails to respond within seventy-two (72) hours, the former employee shall lose all right to consideration for reemployment.

(c) If reasonably possible and appropriate, the Employer shall notify the Guild three (3) weeks in advance of such layoff and shall specify in writing to the Guild the reason for such layoff, the number of employees to be laid off, their names and job titles. The Employer agrees to consult with the Guild within this period in a mutual effort to alleviate hardships.

Section 5. DISCHARGE

(a) Employees shall be subject to discipline or discharge for just and sufficient cause.

(b) An employee who has not been notified, in writing, of any deficiencies upon completion of the fourth (4th) month of employment may not be summarily discharged. The company may double the probationary period of new hires by giving them notification by the end of their original probation period and the notice shall include the reasons for the extension. Such notification shall be given to the employee and a copy sent to the Guild. Probation for part-time employees will be based on full-time equivalent hours in each classification up to a maximum of four months.

(c) The Guild and the disciplined or discharged employee shall be furnished the reason therefor in writing within forty-eight (48) hours. In any case of discipline or discharge where the arbitrator finds that such discipline or discharge was improper or excessive, such discipline or discharge may be set aside, reduced or otherwise changed by the arbitrator under Section 24 (Grievance Procedure). If the penalty is set aside, reduced, or otherwise changed, the arbitrator, in his discretion, may award back pay to compensate the employee, wholly or partially, for any wages lost because of the penalty. If a back pay award is made, wages received from any other employment, or any sums received as unemployment compensation while the penalty was in effect shall be deducted by the arbitrator in determining the amount of the award.

(d) There shall be no dismissals as the result of putting this agreement into effect.

(e) Employees who are discharged for incompetence shall be given two (2) weeks' notice or two (2) weeks' pay.

Section 6. DISCRIMINATION

(a) The Employer shall not discriminate against any employee because of membership in the Guild or for legitimate Guild activity; provided, however, that such activity shall not unduly be conducted during working hours or be allowed to unduly interfere with the conduct of the Employer's operations. Except as modified by Section 1 of this agreement, both parties agree that neither party, nor any of the Guild's officers or members, nor any of the Employer's executives or agents, will attempt to intimidate or coerce employees into joining or not joining the Guild.

(b) The parties to this agreement agree that there will be no discrimination against any employee because of race, creed, color, age, religion, sex, parental or marital status, national origin, disability, sexual orientation, and arrest and court record, in regards to employment, advancement, working conditions, rates of pay or membership in the Guild.

(c) A violation of Section 6 shall be subject to the grievance/arbitration procedure, provided that grievance/arbitration shall proceed only upon written notice of a selection of a contractual remedy instead of a state or federal administrative remedy by the affected employee and provided that the applicable statute(s) of limitations for the state and federal statutory remedy have expired. Section 24, Grievance Procedure shall otherwise apply and must be followed.

Section 7. NO STRIKES OR LOCKOUTS

(a) There shall be no lockout by the Employer, or any strike, sitdown, refusal to work, stoppage of work, slowdown, retardation of production or picketing of the Employer on the part of the Guild or its representatives or on the part of any employee covered by the terms of this agreement.

Section 8. BULLETIN BOARDS

(a) The Employer agrees to provide bulletin boards suitably placed in departments for use of the Guild.

Section 9. HOLIDAYS

(a) The following days are recognized as paid holidays under this agreement:

Employee's Birthday	Thanksgiving Day
New Year's Day	Christmas Day
Fourth of July	4 Personal Holidays
Labor Day	

Personal holidays shall be taken at a time mutually agreed upon between the employee and the Employer. The first personal holiday is earned after 90 calendar days of continuous service. The second, third and fourth personal holidays are earned after 180 calendar days of continuous service. Personal holidays may be requested in writing by the employee with at least fourteen (14) days advance notice and the employee shall be provided with time off for such personal holiday with the approval of the Employer. Should the Employer not grant the

requested personal holiday(s) during the calendar year, employees shall be paid one (1) day pay for each such personal holiday not taken. Personal holidays cannot be carried over into the new calendar year. Upon resignation, discharge, retirement, death or other separation from Employer, other than layoff, unused personal holidays will not be paid off. In the case of a Section 4 layoff, the Employer shall pay unused personal holidays upon request.

The Employee's Birthday holiday shall be taken on the actual date or by mutual agreement of the Employer and the employee within three (3) days prior to or three (3) days subsequent to that date. In no event shall the employee be required to observe two (2) holidays on the same day. Such holiday will be scheduled no later than the employee's last shift in the financial week preceding the week in which the holiday is scheduled. February 29 birth dates shall be observed on February 28.

(b) Any of the foregoing holidays falling on a Sunday will be observed on the following Monday. Whenever December 25th or January 1st falls on a Sunday and is observed on a Monday, all employees who must work on the 25th or the 1st shall also work the holiday shift and be paid holiday shift wages.

(c) An employee shall be paid straight-time for any of the above-designated holidays, provided the employee does not work on such holiday and provided the employee has worked a regular shift preceding or following such holiday, unless excused for justifiable cause. Justifiable cause for absence shall be limited to illness or injury to the employee, death in the family or other such exigencies compelling absence, authorized in writing by the Employer. An employee who is required to work on such holiday shall be paid a single day's pay, in addition to pay as defined in the following paragraph, for time actually worked.

(d) All hours worked on a holiday shall be paid for at the rate of one and one-half (1-1/2) times the straight-time rate of pay.

(e) The Employer shall not change an employee's day off in order for the employee to take advantage of this section; nor shall the Employer change an employee's day off in order to deprive the employee of the benefits of this section.

(f) If a holiday falls on an employee's day off, the employee shall receive holiday pay as defined in paragraph (c) of this section.

Section 10. WORKWEEK, HOURS, OVERTIME, CALL BACK AND TRAVEL TIME

(a) Workweek. Forty (40) hours falling within any five (5) days of the Monday through Sunday workweek shall constitute a week's work.

The normal workweek shall be from 12:01 a.m. Monday through 12:00 midnight the following Sunday.

(b) Hours. The normal working day shall consist of eight (8) hours falling within nine (9) consecutive hours, except for those employees regularly scheduled to work ten (10) hour shifts, four (4) days a week, whose hours shall fall within eleven (11) consecutive hours.

Work schedules for all employees covered by this agreement shall be posted at least one (1) week in advance of the week for which such schedules apply. Once posted, such schedules must remain in effect for at least one (1) week, unless changed by mutual consent, or as provided below.

Work schedules for the days of general elections, primary elections, special governmental elections, and the day following (very next day only) may be changed by notification to the employees involved and the Guild one (1) week in advance of the week in which such schedules apply, and the changes shall be posted. Such schedules shall be in effect only for the two (2) days involved and regular schedules shall apply immediately after the two (2) days are over.

An employee's schedule of working days and starting time may be changed in an emergency where an employee is required to cover a regularly scheduled position due to the absence of a regular employee because of failure to report, sickness, emergency leave of absence.

Insofar as practical, the days off shall be regular and consecutive, subject to change on two (2) weeks' notice or by mutual consent.

If an employee is allowed time off during a regular working day, the Employer may require that this time be made up within the same workweek.

That part of a regularly scheduled shift within any period less than ten (10) hours after the completion of the previously regularly scheduled shift shall be paid for at the overtime rate.

(c) Overtime. All work performed in excess of eight (8) or ten (10) hours for those scheduled to work ten hours, four days a week, within any one (1) day or forty (40) straight-time hours within one (1) workweek, or on a sixth (6th) and/or seventh (7th) shift (workday) within a workweek shall constitute overtime and shall be paid for at the overtime rate.

Overtime work shall be paid for at one and one-half (1-1/2) times the basic straight-time hourly rate.

The basic straight-time hourly rate shall be the employee's regular weekly salary, including any premium payment for such week, divided by the workweek as defined in paragraph (a) of this section.

Overtime shall be paid if it is authorized in advance by the Employer's agent, i.e., the designated supervisor. Such overtime authorization may be oral or in writing or by using the space provided on the reverse side of the timecards.

The above shall not prevent an employee from putting in work on paid overtime on behalf of the Employer during an emergency situation or when the Employer's agent is not available or cannot be reached.

A record of overtime shall be kept by the Employer and shall be available to the employee.

A meal allowance of seven dollars and fifty cents ($7.50) shall be paid to any employee working four (4) or more hours of overtime in any one (1) day after a regular shift.

(d) Call Back. When an employee is called back to work after the regular workday or on a regular day off, the employee shall be paid a minimum of three (3) hours plus travel time from home to the office at the applicable rate.

Call back shall be regarded as overtime and shall not be included as part of the employee's regularly scheduled workweek.

It is understood that the call back provisions do not apply where there is no break in continuity of work performed, nor do they apply where the employee was notified prior to leaving the building after a regular shift.

(e) Travel Time. Time required to reach or return from an assignment on the Island of Oahu shall be paid for at the prevailing rate for the time the employee is engaged in such travel.

On assignments outside of the Island of Oahu, the employee shall be paid for the actual time required to reach the destination and the actual time required to return; provided, however, that if the travel requires more than the normal workday, as specified in Section 10 (b), in any one (1) day, the employee shall receive the normal workday pay at the straight-time rate for each twenty-four (24) hours of travel.

Employees on assignment outside the Island of Oahu shall be allowed credit for a full workday, whether or not a full workday is worked.

10-A. HOMEWORK (TELECOMMUTING)

(a) The Employer shall designate as needed and appropriate eligible employees to be Homework Employees who shall be subject to this Section 10-A.

(b) Eligible employees are those employees who have completed their probationary period pursuant to paragraph 5(b).

(c) Homework Employees shall perform their work out of their homes as their primary work location. Such Homework Employees shall, however, be requested by the Employer to report to the Honolulu Star-Bulletin Newsroom from time to time and/or at regular intervals in the Employer's discretion.

(d) The employee's Homework status shall be subject to the Employer's at-will right to terminate. Upon termination of the employee's Homework status, the employee shall thereafter report to work at the Honolulu Star-Bulletin Newsroom.

(e) Homework Employees shall be required to maintain communication to a level satisfactory to his/her immediate supervisor who shall be responsible for monitoring the work hours of the Homework Employee. No overtime may be worked without the prior approval from said immediate supervisor or appropriate manager.

(f) Homework Employees shall be provided with the appropriate office equipment deemed necessary by the Employer, including an additional telephone or cable line if necessary.

Where appropriate equipment such as a computer, speed data line, digital camera, etc., shall be provided and installed for use by the Homework Employee. Such equipment shall be used primarily for company business and for limited personal use as long as not used for any other business purposes.

(g) The Employer reserves the right to remove and/or replace any equipment provided by the Employer and the Homework Employee shall be required to promptly return any part or all such equipment upon the request of the Employer or automatically upon termination of the employee's Homework status.

(h) The Employer reserves the right to monitor, review and retrieve any documents or messages generated, sent, received, stored and/or deleted, on company equipment provided pursuant to this Section 10-A.

(i) Homework Employees shall be required to comply with all confidentiality rules and policies covering the access, use and/or dissemination of any confidential and/or proprietary information contained in Homework equipment provided by the Employer.

(j) Homework Employees shall be required to provide their own automobile for covering assignments.

(k) Homework Employees shall be reimbursed for reasonable expenses incurred in the furtherance of their job. Such expenses shall include an automobile allowance and long distance telephone charges. Such telephone charges shall be incurred in accordance with the Employer's policy and procedures as communicated to the Homework Employee. Reimbursement for any other expenses shall be made for reasonable expenses approved in advance by the Employer.

(l) Sections 10 (Call Back and Meal Allowance under Section 10(c), herein), shall not apply to Homework Employees.

(m) An employee designated to homeworking may request to be relieved from homeworking if he/she can reasonably show that the home environment is not suitable for homeworking, either because of specific family circumstances and/or specific space restrictions that prevent the installation of homeworking equipment and/or for other reasons that would cause homeworking to be less efficient and productive.

Any exception approved pursuant to this section shall be periodically reviewed and the employee shall be required to report any change in circumstances that could affect the suitability of homeworking.

Section 11. CLASSIFICATION AND SALARY SCHEDULES

(a) The classification of employees and the rates of pay for such classifications are shown in Exhibit "A" and Exhibit "A-1", attached hereto and made a part hereto.

(b) Should the Employer create a new job, it shall furnish the Guild with the job descriptions, and the parties shall negotiate a new minimum. If agreement on the appropriate

minimum cannot be reached, the Guild may submit the controversy to arbitration. The new minimum shall be effective on the date the new job content is effective.

(c) Should the Neighbor Island News Bureaus be expanded in size to include persons covered in Exhibit "A" and Exhibit "A-1", the Employer agrees that they will come under Guild jurisdiction.

(d) No other premiums, differentials or other payments in addition to base salaries shall be paid, unless otherwise specifically provided for in this agreement.

Section 12. MINIMUM SALARIES AND EXPERIENCE DEFINITIONS

(a) Nothing in this agreement shall prevent employees from bargaining individually for salary increases in excess of the minimum established herein.

(b) Experience for salary and vacation credits in respect to editorial employees who write or edit news shall include all regular employment on any daily newspaper, news or feature syndicate, press association, or recognized magazines. Experience for salary and vacation in respect to photographers and artists shall include all regular employment on any daily newspaper or recognized news magazine or corresponding experience in comparable businesses.

In the case of any employee hired after the date on which this agreement becomes effective, the amount of salary and vacation credit allowed for experience shall be determined in consultation between the Employer and the Guild upon the basis of work experience data required of and furnished by the employee.

(c) An employee paid a salary above the minimum provided for actual experience shall receive an experience rating which conforms to the employee's salary. An employee advancing through the schedule of minimums shall receive the increase provided thereby on each anniversary of employment in the employee's classification, except that an employee whose salary falls between minimum brackets shall have the experience rating increased accordingly and shall advance to the next step-up in proportionately shorter time. The date of such earlier advancement shall become the employee's anniversary date of subsequent step-up increases.

(d) Except as modified by the terms of this agreement, the Employer is the sole judge of the number of employees required. If there are to be any layoffs or reductions of staff, the Guild will be notified and given an opportunity to provide input on the matter.

(e) The Employer shall pay employees semi-monthly on the 15th and last day of the month.

(f) The Employer shall pay discharged and laid-off employees their earned and unpaid wages within twenty-four (24) hours of the time of discharge or layoff, Saturdays, Sundays and holidays excepted.

Section 13. PART-TIME, CASUAL, AND TEMPORARY EMPLOYEES

(a) Part-Time Employees. Part-time employees shall be paid on an hourly basis. The hourly rate shall be computed on the basis of the weekly salary in accordance with Exhibit "A" (Classification and Salary Schedule) and Exhibit "A-1" of this agreement, as applicable.

Part-time employees shall be defined as those who work normally an average of seventy-five percent (75%) or less of the hours in the scheduled workweek.

The following sections of this agreement shall not be applicable to part-time employees: Section 16 (Sick Leave) except for TDI benefits as provided by law, Section 17 (Severance Pay), Section 18 (Leaves of Absence), Section 22 (Maternity Leave), Section 25 (Jury Duty), Section 26 (Employee Benefit Plans), except regular part-time employees will be eligible to participate in a Group Medical Plan on the same basis as regular full-time employees and part-time employees, who are unable to get group coverage elsewhere, may enroll in the Employer's dental plan, provided that the entire cost of this dental coverage is paid for by the part-time employees. For purposes of this provision a regular part-time employee is defined as one who works a regular weekly schedule. It is understood that such coverage will only be extended to employees not covered under another group policy and switching to take advantage of this provision will not be permitted. Part-time employees shall not be entitled to holiday pay, except that they shall receive time and one-half (1-1/2) pay for all hours worked on such holidays.

Part-time employees will not be hired for the purpose of reducing the work opportunity of regular employees below the normal workweek.

(b) Casual Employees. Casual employees hired temporarily to work on contests, campaigns, elections, or for other transient purposes shall not be included in the terms of this agreement. The Guild shall be notified of such hirings.

(c) Temporary Employees. A temporary employee shall be defined as one who is employed for a specified assignment whose term of service does not exceed ninety (90) days. Notwithstanding the ninety (90) day limitation, temporary employees may be employed to replace an employee on a leave of absence or extended sick leave. Only a temporary employee who is hired or transferred as a substitute for a regular full-time employee shall be included in the terms of this agreement for the purpose of holiday pay and overtime. An employee who replaces a regular employee will be covered by the entire agreement if their term of service is over ninety (90) days. The Guild shall be notified of such hirings.

(d) Stringers shall be assigned to perform any work by the Employer as it determines appropriate, provided it does not result in the layoff of a regular employee or the reduction of work opportunity of regular employees below the normal workweek.

(e) The following agreement with regard to interns will apply:

> The parties agree that it is in the best interest of both of them that The Honolulu Star-Bulletin play a role in training and encouraging future generations of journalists by encouraging a newsroom internship program.
>
> Therefore, Employer agrees that, subject to the availability of funds from year to year, it intends to employ newsroom interns with an emphasis on those who are college or graduate school students with an interest in possibly pursuing careers in journalism. Students from Hawaii attending out-of-state colleges or graduate schools may also be candidates for interns. No more than one intern each year without such local ties may be hired as an intern.

Interns shall be considered casual employees under the collective bargaining agreement. The rate of pay of interns shall be $8.40 per hour and shall be subject to increase at the sole discretion of the Employer.

The Employer may hire no more than one legislative intern once a year for the period that the legislature is in session. Each year, up to and no more than five newsroom interns may be hired for a period of up to 120 days.

The number of interns hired may be increased by 20 percent if the number of newsroom employees on the staff in the top pay classification in the current contract increases by 20 percent from 2000 levels.

Each intern will be hired for a period of up to 120 days. Each legislative intern will be hired for no longer than the period the legislature is in session. The interns will perform Guild jurisdiction duties during their internship. They will not, however, be required to become Guild members during their internship nor pay Guild dues.

Guild newsroom members will be asked to participate with management in an Internship Advisory Committee in order to aid in the recruiting of local interns.

Section 14. AUTOMOBILE ALLOWANCE

(a) The purpose of the automobile allowance is not to transfer to the Employer the cost of travel from home to the Honolulu Star-Bulletin Newsroom. Therefore, with respect to Homework Employees, Employer reserves the right to pay automobile allowances from either the employee's home to the assignment or from the Honolulu Star-Bulletin Newsroom to the assignment, whichever is less. In this regard, when a Homework Employee is requested to report to the Honolulu Star-Bulletin Newsroom, such travel from home to the Honolulu Star-Bulletin Newsroom shall not be subject to an automobile allowance.

(b) Employees who are designated as being required to use their personal automobile for business purposes shall be entitled to thirty-two and one half cents ($0.325) per mile for all miles traveled on company business each week.

(c) Automobile allowances shall be calculated upon the total miles per week based solely upon miles traveled in performance of Employer's work. Such computation shall be determined monthly.

Section 14-A. OTHER EXPENSES

(a) Expenses incurred by the employee in the service of the Employer shall be paid by the Employer when approved in advance by the Employer.

Section 15. VACATIONS

(a) Vacation with pay is earned on a month to month basis from January 1 to and including December 31 of each year. Vacation entitlement is prorated in the proportion that the number of hours the employee worked bears to 1462.50 hours per year, and is based on an employee's years of service with the Employer as follows:

Employees with less than four (4) years of service	2 weeks per year
Employees with 4 years but less than 10 years	3 weeks per year
Employees with 10 years but less than 24 years	4 weeks per year
Employees with 24 years or more of service	5 weeks per year

Part-time employees who become regular full-time employees shall be given full credit for all hours worked in calculating years of service as outlined in (a) above.

A part-time employee who has earned a three (3), four (4) or five (5) weeks vacation with pay as a part-time employee shall not have vacation reduced in the event the employee is transferred to full-time status.

Vacation pay for each week of vacation shall be based on the number of straight time hours worked by the employee during the calendar year period previous to the year in which the vacation is taken. A regular full-time or part-time employee who has worked less than 1462.50 straight time hours during the qualifying calendar year shall receive pro rata vacation pay computed on the percentage that the number of straight time hours worked by such employee during the qualifying calendar year bears to 1462.50 straight time hours.

(b) On January 1st of each year, an employee will be credited with the vacation that they would have earned in that year. This means that an employee will be able to move to the 5th, 4th, or 3rd week vacation entitlement in January of the year in which they have earned such vacation credits. A new employee can take, during the first calendar year of employment, 0.8333 days for each month of employment.

(c) When an employee leaves the Company, all credited vacation time not taken will be adjusted so that advance vacation credits will be deducted from that unused total amount. The Company may at its discretion not approve vacation requests in the year that an employee is going to sever his or her employment and every effort must be made by the employee when the employee knows in advance if he or she is going to sever employment. However, if an employee has no advance vacation credits available, there will be no further pay back.

(d) All vacation credits issued on January 1 of each year must be scheduled and taken during that year unless circumstances arise when this cannot be done and in these circumstances an agreement in writing will be necessary for an employee's vacation to be held over to the next year, however, these circumstances must be avoided by the employee and the employer.

(e) If a paid holiday listed in Section 9 (Holidays) of this agreement falls during an employee's vacation period, such employee will be granted an additional day of vacation with pay.

(f) Scheduling of Vacations shall be with the approval of the employer and shall be arranged according to seniority in each department and by the following procedures:

(1) The employer shall post vacation entitlement of each employee and the restrictions as to the number of employees permitted to go on vacation at a time and what times and dates are available for the taking of vacations in each department by January 1 of each year.

(2) The vacation scheduling period shall be sixty (60) days from the date of posting to start no earlier than December 1, each year. Vacations shall be scheduled during the vacation scheduling period by seniority in each department. All vacations scheduled during the vacation scheduling period that are not in conflict with the posted restrictions or the seniority provisions as set forth herein, shall be approved as scheduled. An employee who schedules his or her vacation during the vacation scheduling period cannot be bumped by an employee with more seniority from his or her vacation that was scheduled during the vacation scheduling period.

(3) Employees who schedule their vacation after the vacation scheduling period shall again be subject to scheduling their vacations by seniority in each department as well as the posted restrictions and whatever time and dates are still available.

(4) There shall be no switching of scheduled vacations unless it is agreed to by the individuals involved and the Company as well as those individuals in the department with more seniority who have scheduled their vacations during the vacation scheduling period.

(5) Once a vacation schedule has been approved, it cannot be changed except in case of an emergency and every attempt will be made to reschedule the employee's vacation at a mutually acceptable time. If the employee's scheduled vacation is changed by the employer to satisfy a request of another employee due to an emergency, such change shall only be made with mutual consent and the employee agreeing to the vacation change shall reschedule his or her vacation during the remainder of the year within the dates and times that are available.

(6) If an employee's scheduled vacation is changed due to an emergency which is not a request from another employee and there is no mutually agreeable time for the employee to reschedule his or her vacation, the employee shall be considered not to have been given an opportunity to take his or her vacation and shall be entitled to the options set forth in the following paragraphs.

(g) If an employee has not been given an opportunity to take vacation in any year by December 31, the employee shall be paid in cash for any unused vacation remaining in that year or may, at the employee's option, carry-over such unused vacation time to a subsequent year.

(h) If an employee's vacation time is changed by the Employer to satisfy a request of another employee due to an emergency, such change shall only be made with mutual consent and the employee agreeing to such a vacation change shall reschedule his or her vacation during that year and will not be subject to the benefits of paragraph (g) of this section.

(i) If an employee's vacation time is changed by the Employer due to an emergency which is not a request from another employee and there is no mutual1y agreeable time for the employee to reschedule is or her vacation, the employee shall be considered not to have been given an opportunity to take a vacation as specified in paragraph (g) of this section, and shall be entitled to the benefits of such paragraph.

(j) The Employer upon request, may grant vacations of less than five (5) days (one week) increments. This provision is intended to cover emergencies and special situations and not to furnish a means to negate the basic purpose of a vacation. The Employer will make every effort to honor such requests.

(k) Upon two weeks notice, employees shall be given their vacation checks at the commencement of their vacation.

Section 16. SICK LEAVE

(a) Eligibility. Any regular full-time employee covered by this agreement who has completed twelve (12) months of continuous service as a regular full-time employee with the Employer since the employee's last anniversary date of employment shall be eligible for benefits under this plan.

(b) Benefits. For any disability resulting from sickness or accident where such disability is not compensable as defined later, all eligible employees shall be granted benefits as follows:

Years of Continuous Service	Maximum Weeks of Benefits at Full Pay Per Benefit Year
1 year but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years and over	4

The Employer shall provide Temporary Disability Insurance benefits for all employees covered by this agreement as provided by Chapter 392, Hawaii Revised Statutes, and regulations relating thereto. Except where the Family and Medical Leave Act applies, such TDI benefits shall be supplemented by using the number of unused sick leave hours necessary to provide for one hundred percent (100%) of an employee's regular straight-time weekly earnings until the number of unused sick leave hours as provided in the schedule above has been exhausted. The combined TDI and Sick Leave Benefits shall not exceed twenty-six (26) weeks.

(c) Payment of Benefits shall be in accordance with the following:

(1) Sick Leave shall be calculated on an anniversary year basis.

(2) There will be a one-day waiting period for any illness in an anniversary year.

(3) Hospitalization and incapacitating injury shall not be counted as illnesses for which a waiting period is required.

(4) Unused sick leave may be carried over from year to year. An employee may accumulate up to a total of twelve (12) weeks of sick leave.

(5) There will be no waiting period imposed in the case of hospitalization or incapacitating injury. The Employer shall be the judge as to whether the injury is incapacitating or not; however, if the employee or his representative contests the Employer decision, a standing committee of four (2 from the Employer and 2 from the Guild) shall review the case and a majority vote shall determine the issue. In the event of no majority vote, a fifth member decision shall break the tie. Such fifth member shall be the resident Federal Mediator or his appointee.

(6) Employer will pay sick leave benefit in place of vacation pay for illnesses or incapacitating injuries which occur while an employee is on vacation, providing the employee is incapacitated for a minimum of three (3) working days and presents a doctor's slip as evidence.

(d) Disabilities for Which No Benefits Will be Paid. The benefits under this plan shall not be provided for:

(1) Any illness or injury compensable under any State Workers' Compensation Law except as provided in paragraph (i) below.

(2) Any disability directly due to use of intoxicants, drugs, or narcotics, unless such use is under the direction of a physician; deliberately self-inflicted injuries; illness or injury caused by the employee's own misconduct; acts of God, riot or war, whether declared or not; military leaves of absence.

(e) Leaves of Absence. Sick leave benefits shall be prorated for the subsequent anniversary year where an employee has been granted leaves of absence without pay, other than sick leave, totaling in excess of sixty (60) calendar days in an anniversary year. Leaves of absence without pay, totaling less than sixty (60) days, shall not diminish the employee's sick leave benefits in the subsequent anniversary year.

(f) Evidence of Illness or Injury. Satisfactory evidence concerning the inability to work resulting from accident or sickness must be furnished to the Employer by an employee in order to receive benefits under this plan. A doctor's certificate, which may be required by the Employer in its discretion, shall not be prima facie evidence of inability to work.

(1) In order to ascertain the condition of an employee who is on sick leave, the Employer's physician may consult with the employee's treating physician to determine the employee's condition.

During an employee's 5th or subsequent illness in any anniversary year, the Employer may require that such employee be examined by a physician designated by the Employer to ascertain the condition of the employee. All medical costs shall be borne by the Employer.

(2) In cases of serious injury or illness, where a question arises about an employee's ability to return to normal work after such serious injury or illness, the Employer may require five (5) days notice of return to work. After such notice, the Employer's physician shall consult with the employee's physician to ascertain if such employee is able to return to normal work. If disagreement results due to the consultation, a third physician shall be selected by the employee's physician to make the decision. Such decision shall be made within the five (5)-day period referred to above. If the decision is rendered later than the five (5) days, and it is ruled that the employee is able to return to work, all time or benefits lost after such five (5) days shall be paid to the employee and such lost time shall not be charged against the employee's earned benefits. If it is determined that such employee is unable to return to work, such employee shall be entitled to earned sick leave or TDI and LTDI benefits.

(3) All medical costs of making such decision by the physician selected by the employee's physician shall be paid by the Employer.

(4) Physician shall mean any medical doctor, dental surgeon, dentist and osteopath licensed to practice in the State. It shall also include any of the above serving in the United States Armed Services.

(g) General Rules. If an employee becomes disabled while on vacation or authorized leave of absence, benefits under this plan shall commence after such vacation or leave expires, except as provided in (c) (8) above.

(h) In those cases where the employee's illness or injury continues past the employee's anniversary date of employment, the additional week or weeks as the case may be, shall be added to the employee's benefits for that illness.

(i) Whenever injury or illness, which is covered by the State Workers' Compensation Act, causes absence from work, the employee shall be entitled to all compensation due under the Act. In addition thereto, if the employee is eligible for sick leave, as specified in paragraphs (a) and (b) above, except when the Family and Medical Leave Act applies, the Employer will supplement the compensation paid under the Workers' Compensation Act so that the employee shall receive not more than 75% of the employee's regularly scheduled straight-time shift for each regularly scheduled working day of each disability until the employee has used up the employee's sick leave allowance in the benefit year. The 75% cap on Comp/Sick Leave will not be less than normal straight-time take home pay (gross pay less taxes withheld). When supplemental compensation has been exhausted as specified herein, the employee will receive compensation in accordance with provisions of the Act. No supplemental compensation shall be paid under this paragraph where the injury or illness was caused by the employee's carelessness, negligence, or violation of the working

rules. (Time out on Workers' Compensation counts as time worked for purposes of computing all benefits.)

(j) If Federal or Hawaii legislation shall provide for benefits, under whatever name, to employees who are disabled by non-occupational sickness and accident or similar disability, then the foregoing accident and sickness disability plan shall be deemed amended so as to eliminate duplication of benefits.

(k) Any employee found guilty of abusing the sick leave provisions of this agreement shall be subject to discipline or discharge.

(l) It is agreed that the parties hereto will administer this section in good faith and will make every effort to prevent abuses.

(m) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated the same as other temporary disabilities under the provisions of this section.

Section 17. SEVERANCE PAY

(a) A regular full-time employee who has completed one (1) or more years of continuous service and who is permanently laid off, shall receive severance pay of one (1) week's pay for each completed year of service or major fraction thereof up to a maximum of forty (40) weeks' pay; provided, however, that no severed employee shall receive less than five (5) weeks of severance pay at the employee's then straight-time hourly rate. Such severance pay will not be paid in the event of resignation, discharge, retirement or death.

(b) Severance will be paid if an employee is not able to return to work after exhausting sick leave, TDI, LTDI and Workers' Compensation provided he or she is not eligible for retirement benefits under the negotiated pension plan.

(c) An employee severed and thereafter recalled within a period less than the period of weeks for which severance allowance was computed shall reimburse the Employer for that amount of severance pay in excess of any amount the employee would have earned computed on a weekly straight-time salary basis had the employee not lost his or her situation. Reimbursement shall be made on the basis of at least one (1) week of severance pay during each month of employment after recall.

(d) An employee may, by mutual agreement of the Employer and affected employees, be allowed to substitute for another employee otherwise scheduled for severance, and in such case the volunteering substitute shall receive severance pay as provided. Such voluntary substitute if subsequently recalled shall be considered a new employee for all purposes.

(e) Any employee severed under this section shall have the right of recall for a period of eighteen (18) months from the date of severance. Any employee recalled within twelve (12) months from date of severance shall be deemed to have unbroken seniority.

(f) An employee who is transferred to a purchaser, successor or subsidiary and is retained as a regular full-time employee, shall not be paid severance pay solely because of such

transfer. It is agreed that this severance pay rights as stated under this contract shall not be diminished by such transfer during the term of this agreement.

(g) Any dispute relating to length of service and rates of pay shall be subject to the grievance machinery.

Section 18. LEAVES OF ABSENCE

(a) The Employer may grant regular full-time employees who have completed one (1) or more years of accumulated service, leaves of absence with or without pay for such period as may be agreed upon by the management and the individual.

(b) Authorized unpaid leaves of absences for a period up to five (5) weeks within a twelve (12)-month period will not be used to extend the vacation eligibility date.

(c) Employees taking a leave of absence of more than one (1) month, except in cases of emergency, must complete one (1) year of service from the date of return to work to be eligible for another leave of absence.

(d) Unpaid leaves of absence, granted in writing, shall not count as breaks in continuous service, but the time spent on such leaves of absence shall not be considered service time in computing sick leave, dismissal payments, or vacations.

(e) If an employee is elected or appointed to any of The Newspaper Guild or AFL-CIO offices, or office of a local of The Newspaper Guild, or office of any organization with which The Newspaper Guild is affiliated, such employee, upon request, shall be given a leave of absence and shall be reinstated in the same or a comparable position upon the expiration of such leave. Union leaves of absence shall not count as breaks in continuous service. Such leave shall be considered service time in computing all benefits.

Leaves of absence upon request shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild, or any organization with which The Newspaper Guild is affiliated, and to delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by any organization with which The Newspaper Guild is affiliated.

(f) Military Leave of Absence. Military leave of absence without pay shall be granted to all regular employees who are inducted or called into any branch of military service of the United States of America under the terms of any military service act.

Group Life Insurance shall be continued for ninety (90) days, provided the employee's share of premiums are paid in advance.

Service during the period of military leave shall be considered as continuous service with the Employer in computing service for various Employer plans, with the exception of accrued annual vacation and sick leave allowance which will be suspended.

All employees who are granted military leave of absence will be reemployed in a comparable position upon the expiration of the leave under the conditions and within the time

limits as specified in the Reemployment Rights Provisions of the Universal Military Training and Service Act, as amended.

A leave of absence without pay will be granted for those employees who are members of the National Guard of reserve components of the Army, Air Force, Coast Guard or Navy who elect or are required to participate in periods of duty in connection with training. Vacation credit will be allowed for the number of straight-time hours that would normally have been worked during the regular encampment.

Regular full-time hourly-paid employees, upon entering military service, will have their vacation prorated and will be entitled to vacation pay for such prorated time. The above also will apply when an employee returns from such military service and such employee will retain his or her regular anniversary date for vacation purposes.

Under special circumstances and at times of the year agreeable to the Employer, an additional leave of absence without pay, but with credit toward vacation, may be granted Guard members or reserve components of the Armed Forces for such activities as schools. Each case will be settled on its merits at the time.

(g) Sabbatical Leave of Absence. The Employer will grant regular full-time employees in good standing who have completed three (3) or more years of accumulated service, a "sabbatical" leave of absence without pay of one (1) year upon the employee's written application, which shall include a general description of such planned activity and/or itinerary during the leave of absence, as nearly as is possible. (Typical examples might be (1) to travel abroad, (2) to enter into a course of study at an accredited school, college or university, (3) to write or research a book.)

Employee shall not request and Employer shall not grant such leave for the purpose of seeking or securing other employment.

Extension of such "sabbatical" leave or subsequent "sabbatical" leave shall be a matter of agreement between employee and Employer.

Employee on sabbatical leave may not secure employment except for such casual or temporary employment as may be required for self-support during the leave of absence.

More than one (1) employee may be allowed on sabbatical leave of absence at any one (1) time.

Sabbatical leaves will be granted on a first come-first served basis, unless such absence would interfere with the operational needs of the Employer. (Example, a political writer might not be granted such leave during election year.)

Employees returning from a sabbatical leave of absence shall be reinstated in the same or a comparable position upon the expiration of such leave.

Sabbatical leaves of absence shall not count as breaks in continuous service for purposes of layoff and recall after layoff but the time spent on such leaves of absence shall not be considered service time in computing sick leave, severance pay, vacations, or pension credits.

An employee on a sabbatical leave may elect to continue participation in the group medical, dental and life insurance programs by making arrangements to pay the entire monthly premiums during such leave.

Employee on sabbatical leave shall notify the Employer three (3) months before the expiration of such leave whether or not he or she is returning.

A person hired to replace the employee on sabbatical leave shall not acquire seniority status for the purpose of layoff even though he or she may be employed beyond the probationary period. However, should he or she be offered a permanent job after the employee on sabbatical leave returns, the date of seniority will be his or her last date of hire as a replacement.

(h) FAMILY LEAVE: Paid time on Family Leave is counted as time worked. Paid time is to be taken in advance of unpaid leave if an employee has not scheduled his/her vacation. Employees who have scheduled a vacation shall have the option of taking the vacation as scheduled or as unpaid leave.

Leaves of Absence: Employees WHO ARE ELIGIBLE FOR LEAVES OF ABSENCE UNDER THE PROVISIONS OF THE Family Medical Leave Act (FMLA) or the State's Family Leave Act (FLA) will be entitled to apply for such leave in accordance to the terms of the Law and this agreement. It is understood that should there be a conflict between the terms of this agreement and the FMLA or the provisions of the State's FLA, the provisions of the Act or the Law will prevail.

Section 19. OUTSIDE ACTIVITY

(a) Employees shall be free on their own time to engage in activities not performed by enterprises in competition with the Employer.

(b) The activities referred to in this section shall not adversely affect either the Employer's financial return or its reputation for dealing fairly and impartially.

(c) The Employer shall be notified in advance of such activities and may, if deemed necessary, require details in writing.

(d) No employee shall use the name of the Employer or the employee's connections with the Employer or any feature title or other materials of the Employer to further the employee's outside activities.

Section 19-A. BY-LINES

The Employer shall not use an employee's by-line or credit-line over his or her advance protest.

Section 20. RULES

(a) The Employer may provide an employee handbook to include rules, not in conflict with the provisions of this agreement, affecting the conduct and work of its employees as

the Employer may deem necessary or desirable in the regulation of the various departments. Such rules shall be conspicuously posted.

Section 21. TRANSFERS AND PROMOTIONS

(a) Any employee covered by this agreement may be temporarily transferred to other classifications or may be used for relief of employees under other classifications. If so transferred to a lower-paid classification, such employee shall receive the higher rate.

(b) No employee shall be penalized in any way for refusing to accept a promotion.

(c) No employee shall be transferred by the Employer to or from another city without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

(d) Notice of permanent job vacancies that occur shall be posted for in-company applicants at least seven (7) calendar days before such vacancies are filled on a permanent basis. In making promotions or transfers to fill such vacancies, the Employer will consider the qualifications of the employees for the job. If there is no material difference in the relevant factors (such as merit, ability, performance, turnout, fitness), length of continuous service with the Employer will govern. This subsection shall not be construed to preclude temporary transfers and/or hires to fill such job vacancies when necessary. The Employer will post for temporary transfers when it is aware that the position being replaced would be vacant for more than 60 days. The present practice of employees acquiring experience for wage increases and qualifying for promotions during such transfers shall continue.

Section 22. MATERNITY LEAVE

(a) Regular full-time employees shall be eligible for maternity leave, for a period not to exceed six (6) months, ending no later than three (3) months after delivery. The Employer may make exceptions to the above in cases of complication certified in writing by a physician. Maternity leave shall be without pay unless the employee has earned sick leave under the sick leave section of this agreement, or TDI benefits under this agreement.

(b) An employee on maternity leave who wishes to return to work with the Employer shall give two (2) weeks' prior written notification, in which event the employee shall be eligible for reinstatement to the employee's former job or to a position commensurate with the position vacated at the time the maternity leave started, physical condition, efficiency and competency permitting.

(c) In the event the employee fails to make written application as provided above and/or fails to report for work assignment, the employee shall be considered as having resigned from employment.

Section 23. DEDUCTION OF UNION DUES FROM WAGES

(a) The Employer agrees to deduct from the earnings of members of the Guild and from those employees who are otherwise required to pay an amount equivalent to dues to the Guild under Section 1 of this agreement, who shall so request in writing upon a form identical

with the attached form marked Exhibit “B”, an initiation fee, dues and assessments in amounts as certified to the Employer by the Guild in writing. The Employer will check off such deductions and remit them to the Guild semi-monthly.

(b) In requesting deductions for “assessments” as used in the dues deduction authorization form of this agreement, the Guild will restrict such request to assessments assessed on all employees and members referred to in paragraph (a) of this section, on a percentage basis as an incident of dues payment to the Guild. The deduction of assessments and transmission to the Guild shall not be made unless such assessment constitutes "payment of membership dues in a labor organization” within the meaning of Section 302 (c) (4) of the Labor-Management Relations Act of 1947, as amended.

(c) In case an employee does not have the total amount of any deduction due on any payroll from which deductions are made, the deduction shall be made out of the next succeeding payroll upon which the employee has the total amount due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Employer, garnishments, and deductions required by law to be made by the Employer shall have priority over deductions for Guild dues.

(d) The Guild shall indemnify the Employer and hold the Employer harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of, any action that shall be taken by the Employer for the purpose of complying with the provisions of this section or any assignment or certificate which shall be furnished to the Employer under any such provisions.

Section 24. GRIEVANCE PROCEDURE

(a) When any employee covered under the terms of this agreement or when the Guild believes that the Employer has violated the express terms and conditions thereof, and that by reason of such violation the employee’s or the Guild’s rights arising out of this agreement have been adversely affected, the employee or the Guild, as the case may be, shall be required to follow the procedure hereinafter set forth in presenting the grievance and having the grievance investigated and the merits thereof determined.

First – The grievance in the first instance shall be presented to the employee’s immediate supervisor within thirty (30) days of the alleged breach of the express terms and conditions of this agreement. If the immediate supervisor does not adjust the grievance to the complainant’s satisfaction within three (3) days, such grievance shall then be presented to the applicable department manager within the next two (2) weeks.

Second – If the grievance is not resolved to the satisfaction of the complainant by the applicable department manager within three (3) days, such grievance shall then be presented in writing to the Industrial Relations Director within the next two (2) weeks. If the Director of Human Resources does not resolve the grievance to the satisfaction of the complainant within three (3) days, a demand for the grievance to be submitted to final and binding arbitration shall be made within the next two (2) weeks.

Arbitration Procedure -- Within forty-eight (48) hours after the demand that the grievance be submitted to arbitration, duly appointed representatives of management and the Guild shall meet to determine the selection of an arbitrator, as follows: Stuart Cowan, James Duffy, Ed Parnell, James Ventura and PatrickYim are hereby appointed as a panel of arbitrators.

One arbitrator shall be chosen as follows: Each party may strike one (1) name from the panel and the remaining arbitrator shall serve in the case. All decisions of the arbitrator shall be limited expressly to the terms and provisions of this agreement, and in no event may the terms and provisions of this agreement be altered, amended or modified by the arbitrator. The arbitrator shall receive for his services such remuneration as, from time to time, shall be acceptable to him and agreed upon by the parties. All decisions of the arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto. All fees and expenses of the arbitrator shall be borne equally by the Guild and the Employer. Each party shall bear the expenses of the presentation of its own case.

The complainant in every hearing before the arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The arbitrator shall make his decision in the light of the whole record and shall decide the case upon the weight of all substantial evidence presented.

A court reporter shall be present and record the proceedings. A transcript of the proceedings shall not be required in formal hearings except in cases where the parties agree it should be made. Either party may, at its own expense, furnish a transcript to the arbitrator without the consent of the other party; provided, however, that the other party shall be entitled to a copy of the transcript or access to the original transcript by agreement to pay one-half (1/2) of the total transcript cost.

The parties may, by mutual agreement, request the arbitrator to conduct an informal hearing. An informal hearing shall mean a hearing without a reporter being present to transcribe the testimony of witnesses and arguments by representatives of the parties, but in all other respects the foregoing provisions of this subsection shall be applicable. In the case of an informal hearing, the decision of the arbitrator shall be limited to a written statement of his conclusion, without comment on the evidence or statement of the reasons therefor.

All decisions of the arbitrator under this subsection, including decisions following informal hearings, shall be final and binding upon the parties.

(b) The Guild may designate a committee of its own choosing to take up with the Employer or its authorized agents, matters not covered specifically under this agreement affecting the relations of employee and Employer; however, such grievance shall not be subject to arbitration, but the Employer will give the committee an answer in writing within five (5) days after presentation of such matters.

Section 25. JURY DUTY

(a) An employee required to serve on jury duty or as a witness before any court or government body having power to summons shall receive a day's pay at the employee's straight-time hourly rate for each day of absence less any remuneration received for such jury service as certified in writing by the clerk of the court. If remuneration received for jury service for each day exceeds the amount paid to the employee in straight-time hourly wages, the employee shall be entitled to the difference.

(b) An employee required to serve four (4) or more hours on jury duty on any given day shall not be required to return to his/her job on that day. An employee serving less than four (4) hours shall be required to report to work.

(c) An employee on a late shift shall be excused from his/her shift in sufficient time to allow him/her nine (9) hours' rest before reporting for jury duty, said time off to be compensated for at the employee's individual straight-time hourly rate.

(d) Such absence on jury duty shall not be counted against an employee's credit for vacation or sick leave.

(e) This section shall not apply when an employee is required to be present as a party to a civil or criminal proceeding.

(f) The Employer will consider requests on an individual basis for time off without pay to attend governmental board or commission meetings to which the employee has been appointed.

Section 26. EMPLOYEE BENEFIT PLANS

(a) Medical group life insurance, long term disability insurance, dental, retirement, drug/prescription and vision plans are covered as separate agreements.

(b) LONG-TERM DISABILITY INSURANCE: Employees age 55 or older can select retirement instead of long-term disability Insurance benefits. Guidelines and qualification for early and disability retirement shall be subject to Employer's retirement plan.

(c) PENSION: Employer shall establish a 401(k) pension plan for employees.

(d) EMPLOYEE STOCK OPTION PLAN ("ESOP"): Employer shall establish an ESOP for employees.

Section 27. DEATH IN FAMILY

(a) An employee of at least one (1) year's seniority who is absent from work due to the death of a brother or sister, hanai (including non-adopted stepchildren), grandparents, grandchildren, mother-in-law or father-in-law, shall be compensated at straight-time rates for the time lost from his or her regularly scheduled work up to a maximum of three (3) days for each instance and such days need not be consecutive. The death of a spouse, natural or legally adopted children, or parents will be compensated at the straight-time rate for the time lost from

regularly scheduled work up to a maximum of four (4) days for each instance and such days need not be consecutive.

Section 28. HEALTH AND SAFETY

(a) Any complaint arising due to unsanitary conditions and/or unsafe conditions shall be investigated and correction made immediately.

(b) The Company and the Union agree to continue to discuss the possibility of establishing an acceptable drug and alcohol program based on concepts that employees who suffer these illnesses and sicknesses will receive help in order to provide them with the opportunities for correction and cure.

Section 29. MODIFICATION OF AGREEMENT

(a) No provision or term of this agreement may be amended, modified changed, altered, or waived except by written document executed by the parties herein.

Section 30. DOCUMENT CONTAINS ENTIRE AGREEMENT

(a) This document contains the entire agreement of the parties and neither party has made any representations to the other which are not contained herein.

Section 31. DURATION OF AGREEMENT

(a) This agreement shall commence on the l5th day of March, 2001, and expire on the 14th day of March, 2006. 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 during such negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this ____ day of _____, 2000.

THE HONOLULU STAR-BULLETIN	HAWAII NEWSPAPER GUILD, LOCAL 117, a local (No. 39117) chartered by The Newspaper Guild/Communications Workers of America, AFL-CIO
_____	
_____	_____
	_____
	_____

HONOLULU STAR-BULLETIN

EXHIBIT "A"

CLASSIFICATION AND SALARY SCHEDULE

		Per Week Effective					
		03/16/2001		03/01/2002			
	03/01/2003	03/01/2004		03/01/2005			
Journalists:	Current Rates	2% Bonus	2% Raise	2% Bonus	2% Raise	2% Bonus	
During first 6 months experience		$ 831.35	$ 864.60	$ 847.98	$ 881.90	$ 864.94	$ 899.5
After first 6 months experience	857.10	891.38	874.24	909.21	891.73	927.40	
After second 6 months experience		882.84	918.15	900.50	936.52	918.51	955.2
After third 6 months experience	908.63	944.98	926.80	963.87	945.34	983.15	
After fourth 6 months experience		934.37	971.74	953.06	991.18	972.12	1,011.0
After fifth 6 months experience	960.12	998.52	979.32	1,018.50	998.91	1,038.87	
After sixth 6 months experience	985.88	1,025.32	1,005.60	1,045.82	1,025.71	1,066.74	
After seventh 6 months experience		1,011.64	1,052.11	1,031.87	1,073.15	1,052.51	1,094.6
After eighth 6 months experience		1,037.39	1,078.89	1,058.14	1,100.46	1,079.30	1,122.4
After ninth 6 months experience	1,063.17	1,105.70	1,084.43	1,127.81	1,106.12	1,150.37	
After tenth 6 months experience	1,088.90	1,132.46	1,110.68	1,155.11	1,132.89	1,178.21	
Editorial Clerks:							
During first 6 months experience		$ 533.42	554.76	544.09	565.85	554.97	577.1
After first 6 months. experience	566.99	589.67	578.33	601.46	589.90	613.49	
After second 6 months experience		601.62	625.68	613.65	638.20	625.93	650.9
After third 6 months experience	636.68	662.15	649.41	675.39	662.40	688.90	
Messengers:							
During first 6 months experience		$ 513.98	534.54	524.26	545.23	534.74	556.1
After first 6 months experience	534.26	555.63	544.95	566.74	555.84	578.08	
After second 6 months experience		555.24	577.45	566.34	589.00	577.67	600.7
After third 6 months experience	576.56	599.62	588.09	611.61	599.85	623.85	
After fourth 6 months experience		598.42	622.36	610.39	634.80	622.60	647.5
After fifth 6 months experience	620.44	645.26	632.85	658.16	645.51	671.33	

II. Nothing in this agreement shall limit the right of the Employer, at its discretion, to pay amounts in excess of the salaries set forth above.

III. In addition to the above payments, Employer agrees to pay a 2% bonus if the paid circulation on Oahu for Monday through Saturday reaches 90,000.

In addition to the above payments, Employer further agrees to pay a 2% bonus if the paid circulation on Oahu for the Sunday edition reaches 100,000.

Payments of such additional bonuses shall be made in the month following the date the paid circulation thresholds are met, respectively.

IV. A new hire salary schedule for new hires after March 15, 2001 shall be as set forth in Exhibit "A-1".

V. Employer agrees, however, to review the corresponding increases negotiated between The Advertiser and the Guild for the years 2002, 2003, 2004 and 2005 and may, in its discretion, make appropriate adjustments.

VI. Part-time employees shall be paid at an hourly rate which shall be computed by dividing the applicable weekly salary rate by 37.5 hours.

HONOLULU STAR-BULLETIN

EXHIBIT "A-1"

CLASSIFICATION AND SALARY SCHEDULE

	Per Week Effective				
	03/16/2001	03/01/2002	03/01/2003	03/01/2004	03/01/2005
Journalists:		2% Raise	2% Bonus	2% Raise	2% Bonus
During first year	$ 550.00	$ 561.00	$ 583.44	$ 572.22	$ 595.11
During second year	610.00	622.20	647.09	634.64	660.03
During third year	670.00	683.40	710.74	697.07	724.95
During fourth year	730.00	744.60	774.38	759.49	789.87
During fifth year	790.00	805.80	838.03	821.92	854.79
During sixth year	850.00	867.00	901.68	884.34	919.71
During seventh year	910.00	928.20	965.33	946.76	984.63
During eighth year	970.00	989.40	1,028.98	1,009.19	1,049.56
During ninth year	1,030.00	1,050.60	1,092.62	1,071.61	1,114.48
After ninth year	1,088.90	1,110.68	1,155.11	1,132.89	1,178.21
Editorial Clerks:					
During first year	$ 450.00	459.00	477.36	468.18	486.91
During second year	500.00	510.00	530.40	520.20	541.01
During third year	550.00	561.00	583.44	572.22	595.11
During fourth year	600.00	612.00	636.48	624.24	649.21
After fourth year	636.68	649.41	675.39	662.40	688.90
Messengers:					
During first year	$ 400.00	408.00	424.32	416.16	432.81
During second year	450.00	459.00	477.36	468.18	486.91
During third year	500.00	510.00	530.40	520.20	541.01
During fourth year	550.00	561.00	583.44	572.22	595.11
After fourth year	620.44	632.85	658.16	645.51	671.33

EXHIBIT "B"

Authorization Form for Deduction of Guild Dues Out of Wages

I, _____, an employee of _____, voluntarily agree to have the Employer take _____ out of my wages a Guild initiation fee, monthly dues, and assessments, the amount to be as certified to you in writing by the Guild, and to turn over to the Guild signatory to the existing collective bargaining agreement any and all such monies.

This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one (1) year from this date or until the termination of the existing collective bargaining agreement between the Employer and the Guild, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the guild, whichever shall be shorter, unless

1. I cancel this authorization by written notice to the Employer within ten (10) days after the expiration of any such one (1) year period, or

2. In the case of the expiration of any applicable collective bargaining agreement between the Employer and the Guild during any such one (1) year period, I cancel this authorization by written notice to the Employer at anytime during the period following the expiration of the applicable collective bargaining agreement and ten (10) days after the effective date of any new agreement.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Employer and the Guild.

This authorization shall end if my employment with the Employer ends.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, as amended.

_____ _____

Date Employee's Signature

_____

Address

Receipt of foregoing assignment acknowledged by

_____

Employer

_____

By