

**San Francisco Chronicle/Media Guild Negotiations**

**Chronicle Responses To Guild Proposals/Initial Proposal – October 18, 2017**

The San Francisco *Chronicle* (“*Chronicle*”) offers the following proposals and responses to proposals made by the Pacific Media Workers Guild (the “*Guild*”) to modify the Agreement between the parties. In making these proposals, the *Chronicle* reserves the right to make any additional proposals and/or to withdraw, modify or amend any proposal during the course of negotiations. A *Chronicle* proposal, or any withdrawal or modification of a proposal, does not constitute a waiver by the *Chronicle* of any interpretation it places upon the current language of the Agreement or an admission that current language does not mean what is contained in the proposed change. All proposals are made without prejudice and without conceding that the content of any proposal may represent an attempt to obtain rights not currently enjoyed. Any proposals made by the *Chronicle* are intended to be, and should be viewed as, package proposals and, as such, are contingent on agreement being reached as to all of them.

<b><u>Article</u></b>	<b><u>Guild Proposal</u></b>	<b><u>Chronicle’s Response/Proposal</u></b>
Heading	3 year duration (through 6/30/20)	Response to come
I(b): Coverage	Added work will be assigned to employees “of the Employer covered by this Agreement”	Reject Guild proposal in its entirety; propose maintaining current contract language
I(c): Coverage	Delete “any” from “...Employer may assign and/or subcontract <u>any</u> work within the jurisdiction of the Guild...” and added “provided such assigning/subcontracting shall not result in involuntary job loss of any bargaining unit employee”	Reject Guild proposal in its entirety; propose maintaining current contract language
I(c): Coverage	Review departments and titles listed as exempt from Guild jurisdiction; added “Web Producer” as Guild-covered SFGate position	Agree that parties need to update lists of titles  <i>Chronicle</i> Proposal: Add to list of “the following positions and functions are not within the bargaining unit or jurisdiction of the Guild:” (1) Advertising department in its entirety, (2) Marketing department in its entirety, and (3) SFGate in its entirety
II: Guild Shop	Delete language excluding from provision persons whose primary responsibility is to sell advertising	Reject Guild proposal in its entirety (unless agreement reached to include Advertising Department in its entirety in I(c), in which case this language in Article II will be moot)
III: Checkoff	Current contract	Tentative Agreement
IV: No Discrimination	Current contract	Tentative Agreement
V(d): Information	Change required notices to be given “may also be given by electronic transmission such as email” to “... <u>shall</u> be given by electronic transmission such as email <u>and in electronic format such as Excel spreadsheet where practicable</u> ”	<i>Chronicle</i> response: add “only” to Guild’s proposal language so it reads “...shall be given <u>only</u> by electronic transmission such as email...” – accept remainder of proposed change to V(d)

		<i>Chronicle</i> Proposal: delete “social security number” from V(a)(1)
VI(c): Grievance and Arbitration Procedure	Delete first sentence	Reject Guild proposal in its entirety  <i>Chronicle</i> Proposal: Revise first sentence to read: “Any grievance filed on or after the date upon which this Agreement is signed, other than a grievance protesting a discharge for good and sufficient cause or discipline, shall not be subject to arbitration for the duration of this Agreement.” Remainder of VI(c) to remain as is.
VI(c)(1): Grievance and Arbitration Procedure	Updated list of arbitrators to remove deceased and retired ones, proposed 5 new ones	Agree that list needs to be updated  Agree to deleted names  Will agree to add Margaret Brogan and William Riker to arbitrator roster  <i>Chronicle</i> Proposal: add James Merrill, Lou Zigman, Alan Berkowitz, Norm Brand and Gary Axom to arbitrator roster
VII(f): Job Security	Awaiting Guild proposal for “Reductions in Force”	Awaiting Guild proposal, but otherwise propose maintaining current contract language
VIII: Retirement	“See Proposal/Summary Plan Description: Adjustable Pension Plan”	Reject Guild proposal in its entirety; propose maintaining current contract language
IX: Transfers	Current contract	Tentative Agreement
X(a): Hours and Overtime	Propose shortening work day to 7.5 hours within 8 hours	Reject Guild proposal in its entirety; propose maintaining current contract language
X(b): Hours and Overtime	Daily overtime after 7.5 hours in workday or after 37.5 hours in a workweek	Reject Guild proposal in its entirety; propose maintaining current contract language
X(e): Hours and Overtime	“Review/Sync New Payweek”	Propose new X(n): “The workweek shall be defined as Sunday to Saturday, and the bi-weekly payday shall be on Fridays.”
XI(a): Holidays	Added MLK Day as a holiday, and birthdays/work anniversaries as “floating holidays”	Reject Guild proposal in its entirety; propose maintaining current contract language
XII: Vacations	Revised vacation formula and introduced accrual cap at 2X annual entitlement	Reject Guild proposal in its entirety; propose maintaining current contract language
XII(b)(4): Vacations	Change to allow employees to use up to 5 vacation days annually for daycare/school activities for kids or grandchildren, in addition to the previous family emergencies	Reject Guild proposal in its entirety; propose maintaining current contract language

(New Article): On-site Childcare	Proposing on-site childcare	Reject Guild proposal in its entirety
XIII(a): Sick Leave	Added language re: employees having 3 sick days available on 90 <sup>th</sup> day of employment	Reject Guild proposal in its entirety  <i>Chronicle Proposal: Employees to receive 10 paid sick days each January 1<sup>st</sup> (allotment prorated for employees who start midyear); can be used immediately; unused days will be forfeited at end of each year (with corresponding changes to remainder of provision as necessary to conform)</i>
XIII(b): Sick Leave	Added that sick leave credit must be no less than that required by law	Reject Guild proposal in its entirety
XIII(b): Sick Leave	Added paid leave for up to 6 weeks under FMLA/CFRA/CPFL or other leaves “and who become new parents,” and have SFC supplement PFL benefits to get employee to 100% wages	Reject Guild proposal in its entirety  <i>Chronicle Proposal: The Chronicle to supplement PFL benefits to get employee to 100% wages (subject to PFL caps) for up to the 6 weeks of PFL</i>
XIII(f): Sick Leave	Propose changes to “pregnancy or maternity sick pay” policy (including 4 months’ disability leave due to pregnancy; FMLA and CFRA not run concurrently)	Reject Guild proposal in its entirety
XIII(g): Sick Leave	Kin Care: change to employees can use up to 12 days sick leave to care for “family members” (deleting “family members as defined under SF Sick Leave ordinance” and “provided employee has accrued sufficient sick leave...”)	Reject Guild proposal in its entirety; propose maintaining current contract language
XIII(h): Sick Leave <b>[new]</b>	Added language re: family member of military member getting 26 weeks of leave to care for service member	Reject Guild proposal in its entirety*
XIII(i): Sick Leave <b>[new]</b>	Added language re: Family Friendly Workplace Ordinance	Reject Guild proposal in its entirety*
XIII(j): Sick Leave <b>[new]</b>	Added language re: Drug and Alcohol Rehabilitation Leave Act	Reject Guild proposal in its entirety*
XIII(k): Sick Leave <b>[new]</b>	Employer shall grant paid leave to donate organ (30 days) or bone marrow (5 days); employees taking such leave shall be reinstated to prior position	Reject Guild proposal in its entirety*
XIV: Health and Welfare	Proposed new language re: health and welfare; updated old language	Accept Guild’s proposal
XV(a): Leaves of Absence	Making unpaid personal leaves of up to 6 months mandatory if requested	Reject Guild proposal in its entirety; propose maintaining current contract language
XV(c): Leaves of Absence	Added language re: maternity and paternity leaves; includes 4 months paid paternity leave, returning employees can return at 50% schedule for up to 1 year, following exhaustion of leaves under law employees can take an “additional 2 years or more” of unpaid leave	Reject Guild proposal in its entirety; propose maintaining current contract language

XV(d): Leaves of Absence	Provision allowing employer to require part-time employees to return to work on full-time schedule won't apply to employees returning to work after maternity/paternity leaves	Reject Guild proposal in its entirety; propose maintaining current contract language
XV(i): Leaves of Absence	SFC to reasonably accommodate employee who wants to enroll in adult literacy program	Reject Guild proposal in its entirety*
XV(j): Leaves of Absence	Time off for jury duty	Reject Guild proposal in its entirety*
XV(k): Leaves of Absence	Time off to work as volunteer firefighter, EMS personnel	Reject Guild proposal in its entirety*
XV(l): Leaves of Absence	Voting leave	Reject Guild proposal in its entirety*
XVI(a): Military Leaves	Additional language added at end of paragraph re: compliance with applicable laws	Not necessary, but would agree to first part of sentence (ending at "...with spouses in the military.")
XVI(a)(1): Military Leaves	Added employees can elect to remain on employer's health plan for up to 24 months during service, and can be reinstated without waiting period	Reject Guild proposal in its entirety; propose maintaining current contract language
XVI(a)(2)(c): Military Leaves	Can't discharge reinstated employees without cause for 1 year following return from military service	Reject Guild proposal in its entirety; propose maintaining current contract language
XVI(c): Military Leaves	Added leave for CA wing of Civil Air Patrol, and unlimited leave for military service in CA National Guard	Reject Guild proposal in its entirety; propose maintaining current contract language
XVI(d): Military Leaves	Added language re: employee getting 26 weeks of leave to care for family member in military	Reject Guild proposal in its entirety; propose maintaining current contract language*
XVII(e): Part-time employees	Upon return from maternity/paternity leave, employee shall be permitted to work part-time for up to a year	Reject Guild proposal in its entirety; propose maintaining current contract language
XVIII: Temporary Employees	Current contract	Tentative Agreement
XIX(a): Salespersons	Changed decision of VP of Advertising re: revenue goal from "shall be final" to "shall be subject to dispute resolution mechanism"; delete language re: actions taken under this Article shall not be subject to grievance and arbitration or other legal challenge	Reject Guild proposal in its entirety; propose maintaining current contract language
XX(a): SFGate	Delete (a) re: individuals employed as of 2/16/01 not required to become Guild members	Reject Guild proposal in its entirety; propose maintaining current contract language
XX(b): SFGate	Noted that SFGate titles to be reviewed/updated	<i>Chronicle</i> proposal to remove SFGate from Guild's jurisdiction (see Article I(c) above)

XXI: Minimum Salaries	Propose revising all minimums and steps to incorporate 5% across the board increase  Review all titles	Reject Guild proposal in its entirety (other than agree titles to be reviewed/ revised as needed)  <i>Chronicle</i> Proposal: discontinue annual across-the-board increases and step ups and move to an annual merit program
XXII(a): General Wage Provisions	Deleted “employer has right to hire new employees at experience level employer deems appropriate” and replace with “new hires shall be paid at appropriate minimum rate based on experience in same or equivalent role at media company/comparable employer; notice of decisions of this rate shall be communicated to Guild within 14 days of hire”	Reject Guild proposal in its entirety; propose maintaining current contract language
XXIII: Expenses and Equipment	“Discuss cell phones”	<i>Chronicle</i> Proposal: Company-issued cell phones will be provided by the <i>Chronicle</i> only to Newsroom and SFGate employees ( <i>if SFGate remains in Guild</i> ). All other positions with a business need for a cell phone will receive a stipend of \$50/month to cover the portion of monthly usage used for business purposes
XXIV: Management’s Rights	Current contract	Tentative Agreement
XXV: Health and Safety	Current contract	Tentative Agreement
XXVI: No Strike/No Lockout	Current contract	Tentative Agreement
XXVII(g): Miscellaneous	“Ethical Standards Policy” – awaiting proposal from Guild	Awaiting Guild proposal, but otherwise propose maintaining current contract language
XXVII(h): Miscellaneous	Changed to interns being considered temporary employees under CBA	Reject Guild proposal in its entirety; propose maintaining current contract language
XXVII(m): Miscellaneous	Added 401(K) section – current 401(K) plan shall be maintained, voluntary contributions by employees up to 5% shall be matched by employer	Reject Guild proposal in its entirety
New Article: Social Media	Drafted new social media policy	Reject Guild proposal in its entirety; propose maintaining current contract language
XXVIII: Duration and Renewal	Propose 3 year agreement	Response to come
Addendum: BATU Agreement	Proposal to come	Agreement no longer relevant; omit in its entirety

\*: denotes some of the proposals that already are covered by law

**New Chronicle proposals:**

- Article I(d) – Shorten from 60 to 15 days the length of time the Guild has to initiate discussions with the *Chronicle* over an exempt designation of a new position
  
- Article XIII – Offer short-term disability benefits; key points:
  - Eligible full-time and part-time employees to receive 100% wage replacement for first six (6) weeks of disability leave, and up to 60% of wage replacement for the next twenty (20) weeks of disability leave
  - Employees must apply for California State Disability Insurance (“SDI”) benefits, and the Chronicle will pay the difference between the benefits received from the State and 100% of the employee’s wages for the first 6 weeks, and the difference between any state benefits and 60% of the employee’s wages for the next 20 weeks
  - After 26 weeks, employees can apply for long-term disability
  
- Article XXII(d) – Revise second sentence as follows: “If within fifteen (15) days of the date of such notice the Guild so requests in writing, the Employer shall meet with the Guild for the purpose of negotiating the minimum wage applicable thereto.” Remainder of (d) to remain the same.
  
- Article XXIII(f) – Delete in its entirety
  
- Article XXVII(m) (new provision):
  - “Outside Employment. Employees who wish to hold any type of outside employment (paid or unpaid) must receive advance written approval from management. Permission to engage in outside employment may be revoked at any time for any reason.”