

Contract

## SAN FRANCISCO CHRONICLE

01 Jun 2005

California Media Workers

### AGREEMENT

between the

NORTHERN CALIFORNIA MEDIA WORKERS GUILD/

TYPOGRAPHICAL UNION , LOCAL 39521, TNG-CWA, AFL-CIO, CLC

and

THE SAN FRANCISCO CHRONICLE, a division of Hearst Communications, Inc.

Effective: July 1, 2005 ; Terminating: June 30, 2010

This Agreement is made this 1st day of November 2006, by and between The San Francisco Chronicle, a division of Hearst Communications, Inc., hereinafter referred to as the "Employer," and the Northern California Media Workers Guild/ Typographical Union, Local 39521, TNG-CWA, AFL-CIO, CLC, hereinafter referred to as the "GUILD," for itself and on behalf of its members as referenced herein.

WITNESSETH

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

ARTICLE I **COVERAGE**

ARTICLE II **GUILD SHOP**

ARTICLE III **CHECKOFF**

ARTICLE IV **NO DISCRIMINATION**

ARTICLE V **INFORMATION**

ARTICLE VI **GRIEVANCE AND ARBITRATION PROCEDURE**

ARTICLE VII **JOB SECURITY**

ARTICLE VIII **RETIREMENT**

ARTICLE IX **TRANSFERS**

ARTICLE X **HOURS AND OVERTIME**

ARTICLE XI **HOLIDAYS**

ARTICLE XII **VACATIONS**

ARTICLE XIII **SICK LEAVE**

ARTICLE XIV **HEALTH AND WELFARE**

ARTICLE XV **LEAVES OF ABSENCE**

ARTICLE XVI **MILITARY LEAVES**

ARTICLE XVII **PART-TIME EMPLOYEES**

ARTICLE XVIII **TEMPORARY EMPLOYEES**

ARTICLE XIX **SALES PERSONS**

ARTICLE XX **SF GATE**

ARTICLE XXI **MINIMUM SALARIES**

ARTICLE XXII **GENERAL WAGE PROVISIONS**

ARTICLE XXIII **EXPENSES AND EQUIPMENT**

Northern California Media Workers  
Media News of California  
[MediaWorkers.org](http://MediaWorkers.org)

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ARTICLE XXIII EXPENSES AND EQUIPMENT  
ARTICLE XXIV MANAGEMENT RIGHTS  
ARTICLE XXV HEALTH AND SAFETY  
ARTICLE XXVI NO STRIKE/NO LOCKOUT  
ARTICLE XXVII MISCELLANEOUS  
ARTICLE XXVIII DURATION AND RENEWAL  
SIDELETTER NO.1

#### ARTICLE I – COVERAGE

(a) All of the conditions and benefits contained in this Agreement shall apply to all Employees who now or hereafter during the term of this Agreement are employed in the job classifications set forth herein in Articles XX and XXI (hereinafter referred to as “Employees.”)

(b) The jurisdiction of the Guild is:

- (1) The kind of work which is customarily or presently performed by Employees within the unit as described in (a) above; and
- (2) Any other kind of work assigned to be performed within said unit.

Performance of any of the foregoing work, whether by presently or customarily used processes or equipment or by new or modified processes or equipment, shall be assigned to Employees.

(c) Notwithstanding any other provision of this Agreement to the contrary, the Employer may assign any work within the jurisdiction of the Guild to any other employees or persons including but not limited to stringers, freelancers and employees not covered by this Agreement, provided, however, that such work assignment is not the direct cause of the layoff of an Employee employed by the Employer as of the date of this Agreement. There shall be no restriction on the Employer’s right to obtain print or electronic content, including but not limited to syndicated material. Without limiting the generality of the foregoing, the parties agree that the following positions and functions are not within the bargaining unit or jurisdiction of the Guild:

1. All executive officers, vice presidents, directors, as well as all managerial and supervisory positions;
2. All secretaries, administrative assistants, executive assistants and paralegals working for persons described in 1 above; and
3. All positions within the Human Resources Department, including Health & Safety and Labor Relations, and the following positions (whenever the singular is used, the plural shall be included):

**Advertising:**

Advertising Applications & Information Manager  
Advertising Resource /Communications Manager  
Advertising Training Manager

ChronDirect Manager  
Classified Applications Supervisor  
Classified Automotive Manager  
Classified Automotive Supervisor  
Classified Call Center Manager  
Classified Call Center Supervisor  
Classified RE/Auto Sales Assistants Supervisor  
Classified Real Estate Manager  
Classified Real Estate Supervisor  
Classified Recruitment Manager  
Classified Recruitment Supervisor  
Financial Planning/Budgets Manager  
National Manager  
Retail Manager  
Retail Sales Manager  
Special Sections Manager  
Editorial:  
Administration/Operations Administrative Assistant  
Archiving Director  
Art Director  
Assistant Business Editor  
Assistant City Editor  
Assistant Friday Editor  
Assistant Managing Editor  
Assistant Real Estate Editor  
Assistant Sports Editor  
Assistant Style Editor  
Book Editor  
Bureau Chief  
Business Editor  
Copy Desk Chief  
Creative Director  
Daily Datebook Assigning Editor  
Daily Datebook Editor  
Deputy Art Director  
Deputy Business Editor  
Deputy Copy Desk Editor  
Deputy Editor  
Deputy Editorial Page Editor  
Deputy Managing Editor  
Deputy Metro Editor  
Deputy Photography Director  
Deputy Sports Editor

Director of Editorial Graphics Technology  
Editorial Business Analyst  
Editorial Page Editor  
Enterprise Editor  
Enterprise/Investigative Editor  
Executive Food and Wine Editor  
Executive National and Foreign Editor  
Executive News Editor  
Executive Travel Editor  
Food Editor  
Foreign Editor  
Friday Editor  
Government and Politics Editor  
Graphics Director  
Home and Garden Editor  
Insight Editor  
Library Director  
Magazine Editor  
Metro Editor  
National Editor  
Newsroom Telecom Manager  
Pagination News Manager  
Photo Director  
Picture Editor  
Reader's Representative  
Real Estate Editor  
Senior Art Director  
Senior Design Director  
Sports Editor  
Strategic Planning Director  
Style Editor  
Sunday Datebook Editor  
Sunday Datebook Managing Editor  
Sunday Editor  
Travel Editor  
Trends Editor  
Wine Editor  
Finance:  
Accounts Payable Supervisor  
Accounts Receivable Supervisor  
ADMARC Supervisor  
Assistant Payroll Manager  
Assistant Resident Controller

Cash Management Manager  
Cash Services Manager  
Cash Services Supervisor  
Cashier Supervisor  
Circulation Accounting Manager  
Circulation Accounting Supervisor  
Credit Analyst/Supervisor  
Credit Manager  
Finance Specialist  
Financial Analyst  
General Ledger Analyst  
Payroll Manager  
Purchasing Manager  
Purchasing Supervisor  
Regulatory Affairs Manager  
Resident Controller  
Revenue Accounting Manager  
Senior Accounting Manager  
Senior Financial Analyst  
U. S. Mailroom Manager  
U.S. Mailroom/Tearsheet Supervisor

**Marketing:**

Creative Director  
Events Manager  
Market Research Manager  
Market Research Mgr. - Special Projects  
Media and Public Relations Director

Public Relations Manager  
Special Events Manger / Exec. Dir. Season of Sharing  
Trade Admin. and Budget Manager  
**Production:** All positions within the Production Department except the Prepress Department and within the Prepress Department the following positions:

Ad Makeup Supervisor  
Ad Services Supervisor  
CCI/Classified Supervisor  
Color Imaging Manager  
Color Imaging/Toning Supervisor  
Electronic Ad Makeup Manager  
Electronic Ad Supervisor  
Prepress Operations Manager  
Specialty Publications Manager

**Circulation:** All positions within the Circulation Department except:

Bookkeeper (Cash Application, Cashier, Paperchecker)  
CIE Clerk  
Circulation Dispatcher  
Circulation Lead Service Associate  
Circulation Service Associate  
Collector  
Customer Relations Analyst  
Database Analyst  
Draw Clerk  
General Clerk I (Clerk Typist, Junior Clerk)  
General Clerk II (Intermediate Clerk A, Mail Clerk, Editorial Assistant 1)  
General Clerk III (Editorial Assistant 2, Secretary B, PC Entry Clerk)  
Intermediate Clerk B  
Senior Clerk

**MIS:** All positions within the Management Information Systems Department (“MIS”) except:

Computer Operator  
Senior Computer Operator  
Telecom Specialist

**SF Gate:** All positions within SF Gate except:

Associate Editor  
Electronic Editor  
Graphic Artist/Designer  
Inside Sales Rep.  
Online Ad Coordinator  
Online Ad Traffic Coordinator  
Online Associate Editor  
Online Copy Editor  
Online Editor  
Online Multimedia Editor  
Online Photo Editor  
Online Sales Account Executive  
Online Sales Specialist  
Production Assistant  
Sales Assistant  
Web Production/Customer Support Rep.

(d) All positions newly created by the Employer during the term of this Agreement, and which are of a supervisory, managerial or confidential nature, shall be exempted from all the terms of this Agreement, provided, however, that the Guild shall receive written notification from the Employer of each newly created position and the Guild may, within sixty (60) days of receipt of such notification, initiate discussions with the

Employer to discuss the exempt designation. The Employer's designation of the exempt status of a new position shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(e) No Employee shall be compelled to accept a position out of the bargaining unit.

(f) Reporters shall not be transferred to the position of Copy Editor for punitive reasons.

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## **ARTICLE II – GUILD SHOP**

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

(b) The Guild will indemnify and hold the Employer harmless against any claims made by or on behalf of any Employee who the Employer discharges pursuant to paragraph (a) above.

## **ARTICLE III – CHECKOFF**

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

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## **ARTICLE IV – NO DISCRIMINATION**

(a) Whenever one gender is used in this Agreement, it shall be construed to mean either sex.

(b) There shall be no discrimination in hiring, retention or promotion because of race, creed, color, sex, national origin, age, height, weight, disability, sexual orientation, sexual identity, marital status, domestic partner status, veteran status, membership or activity in the Guild.

(c) The parties agree to cooperate in efforts, consistent with this Agreement, to accomplish a balanced workforce including racial minorities and women. The



Employer and the Guild shall meet within three (3) months of the execution of the new Agreement to create a Diversity Committee, which shall meet on a regular basis thereafter, to help achieve the goals of a diverse workforce and to address other diversity concerns. Factors to be considered in achieving this goal shall include population, the pool of qualified applicants, the availability of openings within the bargaining unit, and other relevant factors. The goal referred to herein, or any other proposal or goal that may be developed in the meetings established by this subsection, shall not be subject to the grievance and arbitration process. Either party may, however, raise in the grievance and arbitration procedure of this Agreement a failure of the other party to meet and discuss the subjects covered herein.

(d) The terms and conditions of this Agreement, including but not limited to those provisions relating to recruitment, hiring, layoff, promotion, transfer, recall and seniority, shall not be construed, interpreted or implemented so as to conflict with requirements of the non-discrimination laws or so as to conflict with any agreement to which the Guild and the Employer are parties resolving any proceeding alleging violation of the non-discrimination laws. If and when either party believes an actual situation has developed in which implementation of this Agreement would conflict with the non-discrimination laws, it shall immediately raise the matter with the other party for discussion and appropriate action.

(e) The Guild and the Employer agree to establish a joint Labor/Management Committee, the purpose of which shall be to discuss matters of mutual concern which will enhance the relationship between the parties to this Agreement. The Guild and the Employer may agree to establish other committees for the purpose of promoting dialogue and exchange of information between Employees and management to promote more harmonious working relationships. No committee of Employees will be recognized by the Employer which the Guild has not authorized. Any committee established herein shall not take up matters subject to the grievance and arbitration procedure as set forth in this Agreement.

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#### **ARTICLE V— INFORMATION**

(a) The Employer shall furnish to the Guild in writing within ten (10) days after their employment or transfer the following information for all persons hired or transferred into the Guild jurisdiction after the effective date of this Agreement:

- (1) Name, address, telephone number, birthdate, sex, race and social security number.
- (2) Date of hiring or transfer.
- (3) Agreement classification.
- (4) Experience rating and experience anniversary.
- (5) Status (including whether part-time or temporary; if temporary, for what purpose).
- (6) Department (including sub-department).
- (7) Place of work if not in main plant.
- (8) Salary.
- (9) Formula for any commission or bonus arrangement.

(b) The Employer shall notify the Guild in writing, within thirty (30) days, of changes the Employer receives concerning the above information, and within ten (10) days of any leaves of absence or returns from leaves.

(c) The Employer also shall furnish to the Guild in writing the name, job classification and wage of any Employee whose employment has been terminated by resignation, retirement or death within ten (10) days after such termination. In the event of death of any Employee, the Employer shall provide the Guild with the name or names of such beneficiaries as named by the deceased.

(d) Any notices required to be given under this Article in writing may also be given by electronic transmission such as e-mail.

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## **ARTICLE VI – GRIEVANCE AND ARBITRATION PROCEDURE**

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

(b) A grievance shall be submitted only by a written notice from the complaining party to the other party briefly setting forth the facts giving rise to the grievance, the ground of complaint and the remedy sought. A grievance must be submitted in writing within twenty-one (21) calendar days of when the grieving party knew or should have known of the action or event giving rise to the grievance. The parties agree to meet within fifteen (15) calendar days after notification by either side that it has a grievance open for discussion.

(c) A grievance raised under (b) above may be moved to arbitration by either party at any time more than fifteen (15) calendar days after receipt of the written notice in (b) above, but in no event later than forty-five (45) calendar days of receipt of such notice (this time may be extended by mutual agreement). Any grievance not moved to arbitration within said thirty (30) calendar days shall be deemed abandoned. A party's decision to forgo arbitration of a grievance shall not prejudice that party from pursuing through arbitration a future alleged violation of the same sort. The motion for arbitration shall be by written notice from the moving party to the other party. The parties then shall take the issue to arbitration according to the procedures hereinafter set forth.

(1) The Employer and the Guild agree to the following panel of ten (10) arbitrators: John Kagel, John LaRocco, Gerald McKay, Charles Askin, Thomas Angelo, Thomas Roberts, Anita Christine Knowlton, Kathy Kelly, Barry Winograd, FrankSilver.

(2) Within five (5) days after receipt of the written notice of arbitration, the parties shall meet and select an arbitrator from the panel set forth in paragraph (1) above. In the event there is disagreement as to which of these arbitrators shall serve, an arbitrator shall be selected by the elimination process.

(3) In the event that the arbitrators on the panel set forth in paragraph (1) above are unable or unwilling to serve in any arbitration, the parties shall select an arbitrator in the manner prescribed in the California Code of Civil Procedure Section 1281.6. This procedure shall be followed by asking the Presiding Judge of the San Francisco Superior Court to select an arbitrator by the method provided in C.C.P. Section 1281.6 without the filing of a petition.

(4) The party seeking arbitration shall state in the written notice of arbitration whether the procedure in paragraph 5 or 6 of this section (c) shall be followed, and in the case of paragraph 5, shall submit written proof that it has secured the written consent of the other party to the Informal Hearing procedure.

(5) Informal Hearing: The hearing shall be without transcript and without formalities normally attendant upon a formal arbitration. In such cases, the arbitrator's decision and remedies shall be issued at the conclusion of the hearing if such issuance is deemed possible by the arbitrator. Otherwise, the arbitrator's decision and remedies shall be issued as soon as possible thereafter. In either instance, the arbitrator's decision and remedies shall be reduced to writing; and, at the arbitrator's option, may or may not include an opinion.

(6) Formal Hearing: The hearings shall be with a transcript and the normal formalities attendant upon a formal arbitration. The arbitrator's written opinion, decision and remedies shall be issued as soon as possible after receipt of the transcript and briefs if they are filed.

(7) The Informal Hearing procedure should be limited to cases where there is no substantial difference between the parties as to the facts of the grievance and where a large number of witnesses would not be required in the presentation of the case; otherwise, the Formal Hearing procedure should be invoked. The Informal Hearing procedure may only be followed upon the written consent of the Employer and the Guild.

(8) The sole function of the arbitrator shall be to interpret the express provisions of this Agreement and apply them to the grievance. The arbitrator shall have no power to modify, supplement or otherwise alter the terms of this Agreement.

(9) The decisions including remedies issued by the arbitrator shall be final and binding. All issues concerning arbitrability shall be submitted only to the arbitrator for decision, and such decision shall be final and binding.

(10) The arbitrator shall follow rules of procedure agreed to by the parties, but in the absence of agreement thereon, the Labor Arbitration Rules of the American Arbitration Association shall govern.

(11) Expenses of arbitration which are jointly incurred shall be shared equally by the parties, except that neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right of access to the record.

(d) Renewal of this Agreement shall not be an arbitrable matter and is not subject to any of the provisions of this Article.

(e) All past practices and agreements not specifically incorporated in this Agreement are of no force and effect.

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#### ARTICLE VII – JOB SECURITY

(a) Discharges may be either (1) for good and sufficient cause, or (2) to reduce the force. Discharges for good and sufficient cause may include incompetent or unsatisfactory job performance. The Employer shall be the judge of competency and unsatisfactory job performance, and shall exercise such judgment in a reasonable manner. Employees shall be afforded reasonable opportunities to correct deficiencies when practicable.

(b) In any case where the Employer discharges for cause any regular Employee of thirteen (13) or more consecutive calendar weeks' service, the Employer shall provide written notice to the Guild in advance or concurrent with such termination. In the event of gross misconduct or in the case of an Employee with less than thirteen (13) consecutive weeks' service, the Employee may be discharged without advance or concurrent notice to the Guild. A newly hired Employee shall be considered a probationary Employee for a period not to exceed thirteen (13) weeks. The probationary period may be extended for up to an additional thirteen (13) weeks with the consent of the Guild, such consent not to be unreasonably withheld. The probationary period will begin for all newly hired Employees after completion of any Employee training program for sales jobs, classified telephone sales jobs, and customer service representative jobs. During this probationary period (or during the training period referred to in the prior sentence), the Employee shall be subject to discharge without recourse to the grievance and arbitration procedure of this Agreement. A probationary Employee's work performance shall be reviewed periodically, including a discussion with the Employee of Employee's job progress, provided, however, that such reviews shall not be subject to the grievance and arbitration procedure of this Agreement, and the failure to conduct such reviews shall not prevent the Employer from discharging a probationary Employee in accordance with this subsection.

(c) The prerogative of the Employer to discharge to reduce the force shall be maintained and shall not be subject to grievance or arbitration or other legal challenge by the Guild and its members.

(d) Discharges for cause and any other disputes as to the application of the provisions of this Article VII shall be subject to grievance and arbitration as provided in Article VI of this Agreement, except in cases where the right to grievance and arbitration has otherwise been excluded in this Article VII.

(e) In the event the arbitrator orders reinstatement of any Employee who has been dismissed under the provisions of this Article, such Employee shall be reinstated to Employee's position with an unimpaired service record. The arbitrator shall determine other conditions of reinstatement, including but not limited to back pay. This section shall not be construed in any manner which provides dismissal pay in addition to back pay.

**(f) Reductions in Force**

"Classification" in this Article VII shall mean the Job Titles listed in Schedules "A," "B" and "C," except that in Schedule "A" copy editors shall be grouped with news-side desk persons. Advertising salespersons shall be divided into national advertising salespersons, retail advertising salespersons, and classified advertising salespersons. "Department" in this Article VII shall mean: SF Gate; MIS; the circulation department; the prepress department; the advertising department; the finance department; business office including such clerical jobs not otherwise departmentalized; marketing department; and editorial department, provided that the sports department, features department, business department, photography department and library shall be treated as separate departments.

(1) The Employer shall notify the Guild in writing of the intention to effect dismissals to reduce the force, stating the number, classifications and departments of jobs affected, and providing, in such notice, seniority lists showing the Employees in the classifications and departments affected, their length of service with the Employer and their length of service in the classification and department. Within a period of not more than one (1) week from the date of such notice, any Employee in the classification and department affected may retire in accordance with provisions of The Media Guild Retirement Plan, provided the total number of such resignations shall not exceed the number of jobs affected in a given classification and department.

(2) Dismissals, to the extent required after any such resignation, shall be in the inverse order of length of service within the departments and job classifications concerned, provided, however, Employees whose services the Employer determines to be of major importance (including, but not limited to Employees whose services the Employer determines are of major importance in the performance of a particular function) need not be dismissed because of low seniority. Temporary Employees in any classification affected will be terminated before regular Employees are laid off.

The Employer shall not designate at any one time of a layoff any more than 25% of Employees in any one job classification or department as being of "major importance" for the purposes of this section f(2). The Employer shall be allowed to make such designations at the time of each layoff without regard to any designations made in any previous layoff.

Any designation by the Employer of an Employee or Employees to be of "major importance" shall not be subject to the grievance and arbitration procedure of this Agreement or other legal challenge by the Guild and its members except on the grounds that any such designation was made for arbitrary and capricious reasons.

(3) Such dismissals shall be made effective two (2) weeks from date of the notice in paragraph (1) above, and upon notice to an affected Employee and the Guild.

(4) The Employee so notified may apply for any other open job (a) in a classification and department from which the Employee has been transferred or promoted; or (b) if the Employee believes he or she possesses the necessary qualifications to meet the Employer's requirements for the job, in the same

classification in another department, or in a lower classification in the same department. The Employer in its sole discretion need not accept an Employee who applies for a job, and the Employer's decision shall not be subject to grievance and arbitration or other legal challenge by the Guild and its members.

(5) The result of the above procedure shall be that at least the number of jobs eliminated in any given classification in any given department shall be the number desired by the Employer.

(g) When the Employer makes discharges to reduce the force, such discharged persons shall be placed upon a rehiring list. In the event the Employer rehires from this list, it will give due consideration, among other objective factors, to general competency, qualifications, ability to do the work assigned and length of service of any person on such rehiring list, but first consideration will be given to the factor of general competency as determined by the Employer. Throughout the term of this Agreement, the Employer shall not fill a position (other than positions excluded from this Agreement) by hiring, transfer or promotion without first considering persons on the rehiring list. If the Employer needs someone with qualifications not possessed, as determined by the Employer, by any person on the rehiring list, the Employer may go outside the list with notifications to the Guild. The Employer shall supply to the Guild the names of those persons who are placed on the rehiring list, with the date of their discharge, and the Employer shall notify the Guild when persons are hired from such list. Any such person who is offered comparable employment and refuses same shall be removed from such list. Names will be removed from the rehiring list when on the list one (1) year.

(h) Upon notice of discharge, an Employee making written request within eighty-four (84) working hours shall receive in writing from the Employer, a statement of the cause of the Employee's discharge.

(i) In accordance with this Article VII, the Employer has authority to select Employees from any source, be the judge of competency and the number of Employees required.

(j) Temporary Employees may be laid off without regard to the provisions of this Article.

(k) **New Equipment:** The Employer agrees to notify the Guild sixty (60) calendar days prior to the date such new equipment or technological changes are scheduled for installation and, upon the request of the Guild, agrees to meet for consultation. Nothing in this Agreement shall restrict or impair the right of the Employer to install new equipment or technological changes.

**(l) Special Reduction in Force Program**

(1) Notwithstanding any other provisions of this Agreement to the contrary, through the following process the Employer may within 12 months of the ratification of this Agreement reduce the force by voluntary and involuntary terminations of employment as described herein without regard to seniority. The number of terminations to be effected shall not exceed 120 Employees and shall not be deemed a layoff pursuant to Article I (c).

(These limitations apply only to this subsection of the Agreement and do not limit the Employer's rights to otherwise reduce the force or discharge for good and sufficient cause under Article VII at any time.)

(2) Voluntary Terminations: The Employer shall invite Employees to apply for consideration for a voluntary termination incentive program and shall have the right to accept or reject any individual Employee's application. Employees may apply for the voluntary termination incentive during a 30-day period beginning with the Employer's announcement to Employees, with a copy to the Guild, of the program. The Employer may condition an Employee's acceptance of a termination incentive payment on the Employee's signing a separation agreement and general release in a form acceptable to the Employer. To the extent any Employees voluntarily terminate their employment in accordance with the terms of a separation agreement and general release, the number of Employees set forth in subsection (l)(1) above to be terminated will be reduced. To the extent the Employer's reduction goals are not met through the foregoing voluntary terminations, the Employer may then implement involuntary terminations as set forth below.

(3) Involuntary Terminations: To the extent that the voluntary terminations provided for in subsection (l)(2) above do not achieve the Employer's reduction goal of 120 Employees, the Employer may determine which Employees will be involuntarily terminated without regard to seniority. The Employer will advise in writing, with a copy to the Guild, each Employee the Employer chooses for involuntary termination. Upon the request of an Employee who elects not to take a termination payment incentive as provided below, the Employer shall provide a statement of the reason(s) the Employer selected the Employee for involuntary termination. The Employer may condition an Employee's acceptance of a termination incentive payment on the Employee's signing a separation agreement and general release in a form acceptable to the Employer. Employees terminated pursuant to this subsection will be offered outplacement assistance selected and paid for by the Employer.

(4) Termination Incentive Payment: The amount of the termination incentive payment for any voluntary or involuntary termination shall be as follows: Employees age 55 and over as of the effective date of this Agreement shall receive as a termination incentive payment an amount equal to three weeks pay at the Employee's weekly salary in effect as of June 30, 2005 for every year of service (pro-rated for any partial year) up to a maximum of 104 weeks pay, such maximum to include any amount the Employee is eligible to receive as a lump sum payment upon termination of employment pursuant to the terms of The Media Guild's Retirement Plan in effect as of July 15, 2005. Employees age 40 and less than 55 as of the effective date of this Agreement shall receive as a termination incentive payment an amount equal to two weeks pay at the Employee's weekly salary in effect as of June 30, 2005 for every year of service (pro-rated for any partial year) up to a maximum of 104 weeks pay, such maximum to include any amount the Employee is eligible to

receive as a lump sum payment upon termination of employment pursuant to the terms of The Media Guild's Retirement Plan in effect as of July 15, 2005. Employees below age 40 as of the effective date of this Agreement shall receive as a termination incentive payment an amount equal to one week pay at the Employee's weekly salary in effect as of June 30, 2005 for every year of service (pro-rated for any partial year) up to a maximum of 104 weeks pay, such maximum to include any amount the Employee is eligible to receive as a lump sum payment upon termination of employment pursuant to the terms of The Media Guild's Retirement Plan in effect as of July 15, 2005.

The following examples are provided for purposes of clarity only:

- An Employee age 58 who has 25 years of service with the Employer at the time of termination of employment would be eligible to receive 50 weeks' pay as a lump sum payment under The Media Guild's Retirement Plan and 75 weeks pay as a termination incentive payment; however, because the maximum payable is 104 weeks, the Employee would receive an amount equal to 54 weeks pay as a termination incentive payment.
- An Employee age 42 who has 20 years of service with the Employer at the time of termination of employment would be eligible to receive 40 weeks' pay as a lump sum payment under The Media Guild's Retirement Plan and an amount equal to 40 weeks pay as termination pay from the Employer and would not reach the maximum of 104 weeks pay.
- An Employee age 35 who has 10 years of service with the Employer at the time of termination of employment would be eligible to receive 20 weeks' pay as a lump sum payment under The Media Guild's Retirement Plan and an amount equal to 10 weeks pay as termination pay from the Employer and would not reach the maximum of 104 weeks pay.

In addition to the foregoing payments, the Employer shall make COBRA payments on an Employee's behalf who is eligible and who elects COBRA coverage for up to 12 months of eligibility.

(5) The Employer's determination of the Employees it selects for involuntary terminations shall not be subject to grievance and arbitration or other legal challenge by the Guild and its members except solely on the grounds that the Employer's actions as the case may be were arbitrary and capricious.

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## **ARTICLE VIII – RETIREMENT**

(a) The parties have negotiated changes to the Media Guild Retirement Plan as restated January 1, 2003 (the "Plan"), and to the related Trust Agreement (the "Trust"), which changes are being executed contemporaneously with the execution of this Agreement to the Plan Trustees. This Agreement shall only become effective upon the Trustees' amendment of the Plan and Trust in accordance with the agreed-upon changes set forth in Addendum A (Media Guild Retirement Plan, Fourth Amendment).



(b) The Employer shall make a payment of \$134.70 per week per paid full-time Employee (with pro rata of this amount for part-time Employees) into The Media Guild Retirement Plan at the end of each month for the term of this Agreement.

(c) Notwithstanding any other provision of this Agreement, the Employer's obligation to make contributions to The Media Guild Retirement Plan is contingent upon the full deductibility of such contributions under the Internal Revenue Code. In the event that contributions to The Media Guild Retirement Plan are ever nondeductible, the Employer's obligation to contribute to such plan shall be reduced to \$0 per week per full-time Employee and shall not return to the contribution amount otherwise required under this Agreement until such contributions are again fully deductible under the Internal Revenue Code.

(d) On or before January 2006, the parties shall meet to discuss the feasibility of providing a 13th check from the Plan to retirees.

(e) The Employer will make a lump sum contribution into the Plan in the amount of \$1,000,000 by January 15, 2006, 2007, 2008, 2009, and 2010.

#### **ARTICLE IX – TRANSFERS**

(a) The Employer shall have the right to transfer Employees between work locations as the Employer deems necessary, provided, however, if the transfer increases an Employee's existing one-way commute to a total of more than 65 miles, the Employer shall compensate the Employee for mileage and travel time in excess of 65 miles each way. Travel time for these purposes shall be computed at the rate of one minute per mile in excess of 65 miles each way.

(b) No Employee shall be transferred by the Employer to work in another location outside a 75-mile radius of the Employer's main office building without the Employee's consent. The Employer shall reimburse any Employee who consents to a transfer to another location for reasonable relocation expenses.

(c) Any payments or time allowances previously in effect for any transfers will be discontinued within two (2) weeks of the effective date of this Agreement.

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#### **ARTICLE X – HOURS AND OVERTIME**

(a) Except for those Employees as are otherwise provided for in this Agreement, seven and one-half (7-1/2) hours within eight (8) consecutive hours shall constitute a day's work, and five (5) days shall constitute a week's work for all Employees. However, the Employer may schedule and/or require Employees to work an additional one-half (1/2) hour per day or two and one-half (2-1/2) hours per week at straight time rates.

(b) Overtime shall be paid at the rate of time and one-half. Overtime shall be defined as work beyond eight (8) hours in the work day or beyond forty (40) hours in a work week except as otherwise provided in this Agreement.

(c) Overtime shall be worked only when required by the Employer. The present practice of computing and recording overtime shall be continued. Computation of overtime shall be made on the basis of total straight time weekly earnings for the week in which the overtime occurs. Compensatory time off may be taken in lieu of pay, at the rate of time and one-half, at the option of the Employee and with the approval of the Employer, provided that compensatory time is taken in accordance

with state and federal law. In the event of a dispute about an Employee's overtime, the overtime record of the Employee involved in the dispute will be made available upon request.

(d) The following positions are exempt from the hours and overtime provisions of this Agreement but are covered by all other terms of the Agreement:

Cartoonists;

Columnists;

Outside Salespersons;

Senior Political Writers;

Any Employee who enters into a personal services agreement that provides for wages 10% above the maximum wage level for Employee's classification, and at least 30% above California's minimum wage.

(e) Schedules of work days and starting times shall be posted no later than 1:00 p.m. on Monday for the next week. The starting times so posted may be revised after the schedule is posted to adjust for developments beyond the control of the Employer, except that no such revisions shall be made after Friday preceding the week, or within forty-eight (48) hours of the day affected by such revision. However, an Employee may be required to perform work outside the schedule so posted. With the consent of the affected Employee, the Employer may change a starting time when the shift is predicated on coverage of a specific scheduled event and the event is cancelled after the deadline for schedule changes. In the event of a breaking news event, the foregoing scheduling rules shall be suspended for the duration of the coverage of the breaking news event. Notwithstanding any provision of this subsection (e), the Employer shall have complete discretion to revise schedules when the Employer reasonably determines that the demands of the business so require.

(f) Unless requested by the Employee, an Employee shall not be required to remain on duty more than five (5) hours after the beginning of Employee's shift without a meal period. The meal period shall not be considered as part of the hours of work. Days off shall be consecutive insofar as practicable. Regular days off shall not be changed because of the provisions of Article XI (Holidays). The Employer shall establish and post regular days off for all Employees. Where it is necessary to change the regular days off, the Employee shall be notified in writing of the change as far in advance as possible. The notice shall state whether the change is temporary or indefinite. If it is temporary, the Employee will be advised of the probable date for return to the regular days off. Rotation of off days shall be permitted where Employer and Employee agree.

(g) That part of a scheduled shift within any period less than twelve (12) hours after the completion of the previously scheduled shift shall be paid for at the overtime rate. Any time worked within eight (8) hours after the Employee goes off duty shall be paid for at the overtime rate. This provision shall not apply to Employees who work from home.

(h) The provisions of paragraph (e) above shall not apply to Employees on out-of-town assignments, provided the Employee is notified prior to conclusion of the Employee's current shift.

(i) The time spent by Employees traveling to and from assignments, including travel time on overnight assignments, shall be considered working time. Provided that travel

time while on assignments shall not be considered working time when such travel time is a part of the assignment itself rather than incidental thereto, such as travel involved while touring with an athletic team on a road trip or a political candidate on a campaign swing for periods in excess of twenty-four (24) hours; in such cases the Employee shall receive Employee's regular pay plus any overtime worked but shall not receive any additional pay for the time traveling on such assignment. Insofar as possible, the travel time shall be scheduled within the normal work day. Where the Employee is permitted a choice of more than one form of transportation, the shortest time by which the assignment can be reached shall be allowed. Insurance now in effect covering Employees using air transportation in performance of assigned duties shall be maintained. The terms of this Article X shall not apply to Employees while on assignments out of the United States.

(j) Except where the Employee requests otherwise in writing, such Employee's weekly schedule shall provide for no more than two different starting times, or no more than three if the spread between them is no more than four hours.

(k) A scheduled split day off shall allow at least thirty-five (35) hours between the scheduled completion of the previous shift and the scheduled start of the following shift.

(l) An Employee called back to work while on vacation shall be paid at time and a half the straight-time pay rate for all time worked, in addition to vacation pay. The minimum additional pay shall be the equivalent of at least a full day's pay at the straight-time rate. The provisions of this subsection(s) shall apply only to Employees involuntarily called back by the Employer.

(m) **Four-Day Work Week:** It is agreed that four-day work week arrangements may be instituted subject to agreement between the Employer and the Guild, such consent by the Guild not to be unreasonably withheld.

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## ARTICLE XI HOLIDAYS

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

(b) Employees required to work on any of the aforementioned holidays shall be paid at the overtime rate for all time worked on that day.

(c) For defining the period for which holiday pay herein applies, the holiday shift shall be any shift regularly scheduled to start during the 24-hour period between 12:00 midnight the eve of the holiday and 12:00 midnight the night of the holiday, and shall not be construed as applying to regular shifts which may overlap into any holiday.

(d) Employees whose regular day off falls on a holiday, or whose vacation time includes a holiday, shall be compensated by receiving an additional day off at another date, to be arranged by mutual agreement, provided that if mutual agreement is not reached the additional day(s) off shall be added to the Employee's next vacation and

will be subject to scheduling as any other vacation time. Part-time Employees working less than a five (5) day week shall be excluded from the provisions of this subsection. If such additional time off is not taken within twelve (12) months of the occurrence of the holiday, the Employee shall be compensated in cash in lieu of the time off.

(e) Schedules for work on recognized holidays within departments shall be arranged so that Employees who prefer the time off shall not be required to work more than four (4) recognized holidays during the calendar year except when holiday assignments cannot be filled without requiring such work.

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## **ARTICLE XII – VACATIONS**

(a) Employees shall receive vacation with pay based on continuous employment in accordance with the following schedule:

Less than 2 years - 1/24th of a day's pay for each day worked in the calendar year to a maximum of 10 days, provided that a total of 240 days worked shall qualify the Employee for 10 days of vacation.

Less than 6 years - 1/16th of a day's pay for each day worked in the calendar year to a maximum of 15 days, provided a total of 235 days worked shall qualify the Employee for 15 days of vacation.

Six years or more - 1/12th of a day's pay for each day worked in the calendar year to a maximum of 20 days provided a total of 230 days worked shall qualify the Employee for 20 days of vacation.

All vacation must be taken in the year in which it is earned. In no event may Employees accrue vacation beyond one and one-third the Employee's annual vacation entitlement. Notwithstanding the foregoing, Employees will retain all vacation time earned prior to the effective date of this Agreement, provided, however, that Employees must use all previously accrued vacation by January 1, 2009.

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

(b)

(1) Vacations shall be scheduled beginning January 1 and ending with December 31 of each year. The Employer shall determine the number of Employees, if any, to be allowed vacation during any week. Employer shall schedule the vacations in the various departments in accordance with the needs of the office and shall give due consideration to length of service in assigning vacation periods. With the consent of the Employee and the Employer, the vacation may be split. Vacation schedules shall be posted no later than December 1, preceding the year in which the vacation is taken.

(2) Employees allowed to split a vacation into two or more periods shall be permitted to exercise a seniority claim on one such period. Each additional period shall be considered a separate claim, which may be made only after all other Employees in the classification in that department have had an opportunity to exercise their seniority claims in a like manner.

(3) By mutual agreement of the Employer and the Employee, an Employee's vacation may be split into increments of a minimum of one day. (1) Such arrangements shall be outside of the posted vacation schedule, and shall be granted when consistent with the business needs of the individual department; (2) There shall be a maximum limit of five (5) vacation days per Employee, per year, that may be split into one-day increments; and (3) This limit shall not be construed as a guaranteed entitlement of permission for any one-day vacation increments for any Employee if not consistent with the business needs of the individual department.

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

(c) Leaves of absence and sick leave granted by the Employer shall not count as breaks in continuous service in computing vacation entitlement, nor shall time on such leave be considered service time. An Employee whose service terminates shall receive accrued vacation pay.

(d) For an Employee compensated on a bonus or commission arrangement, vacation pay shall be computed at the weekly salary in effect that would correspond to the Employee's year level for Schedule A (exclusive of bonuses, commissions and payments for special work.) Employees who are commission-only will not receive any vacation pay.

(e) If an Employee works a total of eight (8) or more weeks in one or more higher classifications in a calendar year, the Employee's vacation pay shall be a composite based on the time worked in the several classifications in the preceding year.

(f) Donation of Vacation Time: Employees may donate accrued vacation hours to an Employee who needs to take time off because of a medical emergency which would otherwise be unpaid, subject to the following conditions:

(1) Definition: A medical emergency is a medical condition of an Employee that will require her/his prolonged absence from duty.

(2) Eligibility to Receive Donated Hours

(i) The absent Employee must be eligible to accrue vacation.

(ii) The absent Employee's vacation and sick leave accruals have been exhausted or will be exhausted within the next pay period, causing the Employee to go without pay.

(iii) The absent Employee or an authorized family member of the Employee, or legal guardian, shall complete an affidavit attesting to the existence of a medical emergency.

(3) Eligibility to Donate Hours

(i) An Employee may donate only vacation hours.

(ii) Donation of time is voluntary and confidential.

- (iii) Donations must be in increments of four hours.
- (iv) An Employee may donate up to 40 hours of vacation in a calendar year.
- (v) Once the hours are transferred, the donation is irrevocable.
- (vi) Donated hours may not be used to extend an Employee's time off beyond what the Employee would be eligible for if the Employee were using Employee's own time.

#### (4) Nomination Process

- (i) Employees may nominate themselves or other Employees to receive donated time.
- (ii) In order to nominate an Employee, the nominator must have permission to do so from the potential recipient or an authorized family member, legal guardian or other designee authorized to speak on behalf of the Employee.
- (iii) If the recipient permits, a message may be communicated through existing channels that there is a need for donated vacation time. The recipient's condition/situation may not be disclosed without his/her authorization to protect his/her personal health information and confidentiality.

#### (5) Disposition of Vacation Time

- (i) Where applicable, vacation time donated to a recipient Employee who has exhausted sick leave and vacation time and is receiving disability payments, is integrated as if the Employee were using his/her own vacation or sick time.
- (ii) Donated hours are paid at the recipient's normal rate of compensation.
- (iii) The recipient must use all of his/her accrued vacation or sick time before using donated time.
- (iv) Under no circumstances will processed donated time be returned to the donor.
- (v) Vacation time donated will be used on an as needed basis and will not be transferred from donor to recipient until the need occurs.
- (vi) If hours have been donated and the recipient dies before using all donated time, the remaining time will be credited to the Employee's estate.

#### (6) Procedure

- (i) Employees may nominate a recipient by contacting their departmental Human Resources Representative.
- (ii) Human Resources/Health & Safety will verify the prospective recipient's eligibility to receive donated time.
- (iii) Human Resources will notify the prospective recipient or his/her authorized representative that s/he has been nominated to receive donated vacation time and will provide the affidavit form to be completed in order to have the time donated to the recipient.
- (iv) Human Resources and/or the department management will advise Employees, through normal communication channels, of the Employee's need.
- (v) Employee's wishing to donate time should contact their human resources representative to complete the Donor Contribution form.
- (vi) All forms are returned to Human Resources.

(7) Tax Treatment

(i) Donation of vacation time is not considered a charitable contribution for tax purposes.

(ii) The recipient (or his/her estate) will be responsible for all applicable taxes associated with the receipt of the donated time.

(iii) Employees should contact their financial advisor if they have questions about either donating or receiving time.

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**ARTICLE XIII – SICK LEAVE**

(a) Employees shall accumulate credit for sick leave at full pay at the rate of five (5) days for each completed year of service. Time on unpaid sick leave in accordance with past practice need not be counted as service time for the purpose of earning such sick leave credits. Amounts received by an Employee under local, state or federal law in lieu of earnings shall not reduce the Employee's credit for sick leave at full pay as accumulated in the above manner.

(b) Payment of Sick Leave: An Employee becoming ill or disabled shall be entitled to receive regular pay (exclusive of bonuses, commissions, payments for special work and overtime) for the period of illness or disability to the extent of the total accumulated sick leave credit standing in the Employee's account at the time of such illness or disability.

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

The Employer shall deduct from sick pay the amount which the Employee is entitled to receive under local, state or federal law in lieu of earnings, provided the Employer gives the Employee written notice of intent to do so in time for the Employee to file for the government benefits. In such case, only the net pay actually paid by the Employer shall be deducted from the Employee's accumulated sick pay credits. This deduction shall apply to pregnancy or maternity sick pay as provided for in (f) below. An Employee shall be given written notice, with a copy to the Guild, before sick pay is to be terminated and when eligibility for paid sick leave has been regained.

(c) Accumulation: Unused days of sick leave may be accumulated and applied to any future illness.

(d) Employees claiming benefits under this Article shall, upon request, submit to an examination by a doctor chosen by the Employer.

(e) No deduction shall be made for sick leave from overtime credited or to be credited to the Employee.

(f) Pregnancy or Maternity Sick Pay: The provisions of this Article XIII shall apply to disabilities related to pregnancy, the same as to other disabilities. To the extent that an Employee has accumulated paid sick leave credit under this Article, she shall be entitled to receive paid sick leave. In no event shall the Employer be required to provide paid sick leave in excess of an Employee's accumulated credit. An Employee taking Maternity Leave under Article XV (d) who becomes disabled during such leave shall be placed on sick leave status under the provisions of this section (f) for the duration of the disability. Upon the Employee's recovery from the disability, the

maternity leave shall resume. To qualify for sick pay under this provision, there must be medical verification of the pregnancy.

#### **ARTICLE XIV – HEALTH AND WELFARE**

(a) In addition to the weekly wage rates paid under the terms of this Agreement, it is agreed that the Employer shall make a payment of \$148.28 per week per full-time Employee (with pro rata of this amount for part-time Employees) into a Media Guild Health & Welfare Trust Fund as established on June 10, 1964, at the end of each month for the term of this Agreement.

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

(c) Upon the execution of this Agreement, the Employer shall make a one-time contribution to the Media Guild Health & Welfare Trust Fund of \$2.3 million.

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#### **ARTICLE XV – LEAVES OF ABSENCE**

(a) By arrangement with the Employer, Employees may be granted unpaid leaves of absence, provided, however, that the Employer need not grant a leave, unless otherwise provided herein, and the Employer shall determine the number of Employees on leave at any one time.

(b) Employees shall be granted leaves of absence upon request as provided hereinafter in this section. Employees returning from such leaves shall be reinstated in the same or comparable position upon termination of such leave.

(c) In the event an Employee is elected or appointed to any Guild office, or office of a local of the Guild, such Employee shall be given an unpaid leave or leaves of absence should the Employee request such leave, and the Employee shall be reinstated in the same position upon expiration of such leave. Time spent on such leave as an Employee of the Guild shall be included in determining seniority as an Employee of the Employer for the purpose of effecting reductions in force or hiring from the rehiring list, and for determining length of and scheduling of vacations only, but not for any other purpose. The number of Employees on leave under this paragraph shall be limited to three (3) at any one time, except by mutual consent. The foregoing shall also apply to delegates elected to the TNG and AFL-CIO Conventions, both national and local. Right to reinstatement shall terminate in the event that the Employee on leave engages in gainful employment other than that for which leave was granted.

(d) Maternity/Paternity Leave

(1) Maternity leave of up to six (6) months without pay shall be granted upon request to an Employee of not less than nine (9) month's service. Such leave is to run concurrent with any leave entitlement under federal, state or local law. Should pregnancy-related disability occur during maternity leave, the



maternity leave shall be suspended and the Employee shall be placed on sick leave status under the provisions of Article XIII (f) until the Employee recovers from the disability; then the maternity leave shall resume for its duration.

(The original ending date of maternity leave shall not be changed by the interim period of said sick leave status).

(2) Paternity leave of up to six (6) months without pay shall be granted upon request, such leave to run concurrent with any leave entitlement under federal, state or local law.

(3) The provisions of this section shall apply equally to natural and adoptive parents. In the case of adoptive parents, this provision applies only when the adopted child is of pre-school age.

(e) The Employer may require any Employee on a part-time schedule, that was in effect before the effective date of this Agreement, to return to a full-time schedule upon twelve (12) months written notice to the Employee, or the date upon which the part-time status would have ended under the former Agreement, whichever is earlier.

(f) Unpaid leaves for major scholastic or newspaper research fellowships may be granted by the Employer for such time as is necessary for the Employee to meet the terms of the fellowship. The number of Employees, if any, to be on such leave at any one time shall be determined by the Employer.

(g) Death in Family/Bereavement Leave: Any regular Employee covered by this Agreement who suffers a death in the family shall be granted three (3) consecutive work days off with full pay. Employees shall receive such paid days off in addition to, and irrespective of, the Employee's regular days off. No payment shall be made for any part of such leave which falls within the Employee's vacation period or other paid period when the Employee is not covering Employee's job. For the purposes of this section, "family" shall include spouse, domestic partner, parents or legal guardians, children, brother or sister, father-in-law, mother-in-law, grandparents, grandchildren, step-parents, step-children, brother-in-law and sister-in-law.

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

(h) Leaves of absence granted under this Article shall not constitute breaks in continuity of service, but shall not be paid for, nor be construed as service time for any purpose, except as otherwise provided.

(i) Any Employee hired, transferred or promoted as a replacement for an Employee on leave of absence under this Article shall be considered a temporary Employee in such position and shall be given written notice to that effect at the time of such hiring, transfer or promotion, with a copy of such notice to be sent to the Guild. The request for a leave of absence in excess of ten (10) working days (or the extension of any leave granted) shall be made in writing and the Employer shall notify the Employee in writing if such leave is granted, with a copy to the Guild.

(j) Family Leave Act provisions are incorporated into this Agreement.

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## ARTICLE XVI – MILITARY LEAVES

(a) Regular Employees: With the exception of war leave replacement Employees, any Employee of more than six (6) months' employment who hereafter is required by law to leave the employ of the Employer to enter the armed forces of the United States or of any state, territory or federal district of the United States, or who after receiving orders to report for physical examination voluntarily enters such service for one term of enlistment, or who while the United States is at war voluntarily enters such service or the combat merchant marine, shall be granted a military leave of absence and shall be entitled to the benefits set out in subsections (a)(1) and (a)(2).

(1) Military Bonus and Vacation Pay: At the time of beginning Employee's military leave, the Employee, provided he/she has completed not less than six (6) months' continuous employment with the Employer, shall receive four (4) weeks' military leave pay and pro rata vacation pay in addition to any compensation due.

(2) Reemployment: Upon discharge, other than dishonorable, from any of the services enumerated, the Employee shall be restored to Employee's former position or to a position of like seniority, status and pay upon the following terms and conditions:

[a] The Employee shall have requested reemployment by the Employer either within ninety (90) days from the date of Employee's discharge or within ninety (90) days after recovery from service disabilities continuing after discharge for a period of not more than one (1) year, making reasonable allowance for return to place of employment.

[b] Unless the Employer and the Employee mutually agree otherwise, the Employer shall reemploy the Employee, and the Employee shall be available to begin such reemployment within two (2) weeks from the date of the Employee's request for reemployment.

[c] Time served by the Employee in any of the services enumerated shall, upon resumption of employment, be credited as time served in the employ of the Employer when computing benefits stemming solely from length of service with the Employer.

[d] Employees reemployed hereunder shall be given vacations in the first year of such reemployment in accordance with provisions of this Agreement.

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

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

(2) Any Employee hired as a replacement for an Employee on military leave shall be covered by all the provisions of this Agreement except by subsection (a) of this Article XVI.

(3) Any Employee hired as a replacement for an Employee on military leave shall, if inducted into the services enumerated in subsection (a) of this Article XVI under the conditions herein specified, be construed as a dismissed Employee. If following discharge from such service under other than dishonorable conditions, such former Employee is rehired by the Employer as a regular Employee, he/she shall receive credits in accordance with the following formula:

[a] Each month of military service up to a maximum of one (1) year shall be credited to such Employee and shall be used in computing all benefits under this Agreement which stem from length of service with the Employer.

[b] Former Employees so rehired shall be given vacations in the first year of their employment in accordance with provisions of this Agreement.

(c) Leaves of absence without pay not to exceed two (2) weeks shall be granted to Employees for required annual training services with the National Guard and the Army, Navy, Air Force, Marine and Coast Guard Reserves.

(d) Other Leaves: Leaves of Absence not specifically set forth herein may be granted in accordance with the provisions of Article XV of this Agreement.

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#### **ARTICLE XVII – PART-TIME EMPLOYEES**

(a) A part-time Employee is one who is hired to work less than the work week provided in this Agreement.

(b) Part-time Employees shall be subject to all provisions of this Agreement except as otherwise expressly provided in this Agreement. A part-time Employee working less than five days per week shall be eligible for holiday pay only when a holiday falls upon the Employee's normally scheduled work day.

(c) Part-time Employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification.

(d) The Employer in its sole discretion shall determine whether an Employee may work part-time, the number of part-time Employees, and scheduling, reductions or increases in the number of hours a part-time Employee may work in any week.

(e) At the conclusion of maternity/paternity leave, an Employee may request to be placed on part-time status for a period of time and under circumstances, scheduling, and assignment conditions as determined solely by the Employer.

#### **ARTICLE XVIII – TEMPORARY EMPLOYEES**

- (a) A temporary Employee is one who is hired for a special project or as a substitute for a regular full-time or part-time Employee, in either case not to exceed fifty-two (52) consecutive weeks, provided that such time may be extended by mutual agreement between the Employer and the Guild; provided further, a temporary Employee may be hired by the Employer to fill the job of a person on an authorized leave of absence for the entire period of such leave. No contributions shall be required to be made by the Employer under Article VIII (Retirement) of this Agreement on behalf of any temporary Employee. The Employer may also hire “On-Call” Employees on an as needed basis who shall be considered temporary Employees.
- (b) Temporary Employees shall be subject to all provisions of this Agreement except as otherwise expressly provided herein.
- (c) No temporary Employee, other than a substitute for a part-time Employee, shall receive less than a full day's pay for any work performed.
- (d) Any temporary Employee continuously employed who becomes a regular Employee shall receive full credit for previous continuous time worked in the calculation of benefits.
- (e) A temporary Employee working as a substitute for a regular full-time Employee shall, if he/she possesses the necessary qualifications to meet the Employer's requirements for the vacancy, be given first consideration for regular employment before new Employees are hired, provided this subsection shall be effective only after there has been full compliance with the conditions set forth in Article VII (g).
- (f) A temporary Employee who is discharged after fifty-two (52) weeks of consecutive employment and whose discharge is not for good and sufficient cause as distinguished from economic (force reduction) reasons shall have rehiring rights identical to those provided by Article VII (g) herein, provided that persons on the list provided by VII (g) shall have first priority in rehiring. Any temporary Employee who is reemployed in the same classification within twenty-six (26) weeks of the Employee's involuntary termination shall be credited with former service for purposes of this Article as well as for all other length of service provisions of this Agreement.

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#### **ARTICLE XIX – SALESPERSONS**

(a) The Employer shall establish revenue goals for monthly or longer calendar periods for each advertising sales Employee and shall inform each Employee of his or her revenue goal. If the Employer wishes to adjust an Employee's revenue goal for any succeeding period, the Employee will be informed in advance of the next period of the adjusted revenue goal. If the Employee disagrees with the revenue goal, he/she may appeal the determination to his or her director. If the Employee disagrees with the director's decision, the Employee may appeal the decision to the vice president of advertising or her designee within the advertising department. The decision of the vice president of advertising or her designee with respect to the revenue goal shall be final.

A sales Employee who fails to achieve revenue goals established in accordance with this section in (i) three consecutive months or (ii) four months in any previous twelve month period may be subject to discipline up to and including termination, provided, however, that a failure to meet goal in any monthly period due to catastrophic losses

and/or bankruptcy of an account, production errors that result in uncollected revenue, or other extraordinary business events having a direct impact on any of the Employee's advertising accounts, shall not be counted for the purposes of this section.

This Article and the actions taken by the Employer hereunder shall not be subject to the grievance and arbitration provisions of this Agreement or other legal challenge by the Guild and its members.

(b) The following provisions shall apply to commission-only sales Employees working in retail, display and classified display advertising, both in print and online:

(1) The Employer may create as many such positions for the sole purpose of developing new business accounts; said Employees to be covered by all provisions of this Agreement except Article XXI (Minimum Salaries) and Article X (Hours and Overtime).

(2) No salaried Employee shall be transferred to a commission-only sales position without the Employee's consent.

(3) The Employer shall determine and may re-determine what advertising business commission sales Employees shall be permitted to solicit and the period for which an account may remain with a commission sales Employee.

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

(5) Benefits, including pensions, shall be calculated at the weekly salary in effect that would correspond to the Employee's year level for Schedule A (exclusive of bonuses, commissions and payments for special work) pay as set forth in Article XXI. Employees who are commission-only will not receive any paid time off including but not limited to vacation pay, holiday pay and sick pay, but will be entitled to time off in accordance with Article XI (Holidays), Article XII (Vacations) and Article XIII (Sick Leave).

(c) The Employer may create commission structures and may make changes to such commission structures, if any, for Employees working in advertising sales who also receive a base salary.

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## **ARTICLE XX – SF GATE**

(a) Individuals working at SF Gate as of February 16, 2001, and who are not represented by the Guild, shall not be required to become members of or pay dues to the Guild, notwithstanding any other provision of this Agreement.

(b) All other Employees in the following positions, or in any new or retitled position doing the same kind of work in the same listed departments, shall be represented by the Guild:

### **Content/Editorial**

Associate Editor

Electronic Editor

Online Associate Editor

Online Copy Editor  
Online Editor  
Online Multimedia Editor  
Online Photo Editor  
**Advertising Sales**  
Inside Sales Rep.  
Online Sales Account Executive  
Online Sales Specialist  
Sales Assistant  
**Advertising Operations**  
Online Ad Coordinator  
Online Ad Traffic Coordinator  
**Production and Design**  
Graphic Artist/Designer  
Production Assistant  
Web Production/Customer Support Rep.

(c) SF Gate shall not be required to compensate any Employee for SF Gate's use of material prepared by that Employee.

(d) There shall be no restriction on the Employer's right to obtain content for SF Gate from any source. Work performed for SF Gate by freelancers and/or stringers, which is considered for use in The Chronicle, shall be subject to the rules and procedures covering such work in this Agreement.

(e) Employees working for SF Gate shall not be subject to the following provisions of this Agreement: Article X (Hours and Overtime) subsection (j); and subsection (g) shall only apply if the Employee has to be physically present in the Employer's office.

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## **ARTICLE XXI – MINIMUM SALARIES**

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

### SCHEDULE "A"

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr

	\$736.43
	\$744.93
	\$753.43
	\$761.93
	\$770.43
	\$778.93
	\$787.43
	\$801.60
	\$818.60
+1yr	\$828.06
	\$837.62
	\$847.18
	\$856.73
	\$866.29
	\$875.85
	\$885.41
	\$901.34
	\$920.46
+2yrs	\$922.35
	\$933.00
	\$943.64
	\$954.29
	\$964.94
	\$975.58
	\$986.23
	\$1,003.97
	\$1,025.27
+3yrs	\$948.69
	\$959.64
	\$970.59
	\$981.54
	\$992.49
	\$1,003.44
	\$1,014.39
	\$1,032.64
	\$1,054.55
+4yrs	\$982.36
	\$993.70
	\$1,005.04

	\$1,016.38
	\$1,027.72
	\$1,039.06
	\$1,050.40
	\$1,069.29
	\$1,091.97
+5yrs	\$1,062.93
	\$1,075.20
	\$1,087.47
	\$1,099.74
	\$1,112.01
	\$1,124.28
	\$1,136.55
	\$1,156.99
	\$1,181.53
+6yrs	\$1,136.64
	\$1,149.76
	\$1,162.88
	\$1,176.00
	\$1,189.12
	\$1,202.24
	\$1,215.36
	\$1,237.23
	\$1,263.47

Archiving Supervisor; Assistant Editor; Associate Editor; Cartoonist; ChronDirect Salesperson; Columnist; Communications Supervisor; Copy Editor; Critic; Database Analyst; Deputy Editor; Editorial Artist; Editorial Designer; Electronic Editor; Illustrator; Multimedia Editor; Online Associate Editor; Online Copy Editor; Online Editor; Online Multimedia Editor; Online Photo Editor; Online Producer; Online Sales Account Executive; Account Executive; Pagination Systems Administrator; Photographer; Podcast Producer; Reporter; Researcher; Senior Editor; Senior Political Writer; Video Journalist; Web Developer; Web Production/Customer Support Rep.; Writer.

#### SCHEDULE "B"

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

7/1/2005

1/1/2006

7/1/2006



1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$551.25  
\$557.61  
\$563.98  
\$570.34  
\$576.70  
\$583.07  
\$589.43  
\$600.03  
\$612.76  
+1yr  
\$590.63  
\$597.45  
\$604.27  
\$611.08  
\$617.90  
\$624.72  
\$631.54  
\$642.90  
\$656.53  
+2yrs  
\$630.00  
\$637.27  
\$644.54  
\$651.82  
\$659.09  
\$666.36  
\$673.63  
\$685.75  
\$700.30  
+3yrs  
\$669.38  
\$677.11  
\$684.83  
\$692.56  
\$700.29  
\$708.01

\$715.74  
\$728.62  
\$744.07  
+4yrs  
\$708.75  
\$716.93  
\$725.11  
\$733.29  
\$741.47  
\$749.66  
\$757.84  
\$771.47  
\$787.83

Online Sales Assistant; Sales Assistant.

### SCHEDULE "C"

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

#### Classification IX

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$825.00  
\$834.52  
\$844.05  
\$853.57  
\$863.09  
\$872.61  
\$882.14  
\$898.01  
\$917.05  
+1yr

\$862.50  
\$872.46  
\$882.41

	\$892.37
	\$902.32
	\$912.28
	\$922.23
	\$938.83
	\$958.74
+2yrs	\$918.75
	\$929.36
	\$939.96
	\$950.57
	\$961.17
	\$971.78
	\$982.38
	\$1,000.06
	\$1,021.27
+3yrs	\$1,012.50
	\$1,024.19
	\$1,035.87
	\$1,047.56
	\$1,059.25
	\$1,070.94
	\$1,082.62
	\$1,102.10
	\$1,125.48
+4yrs	\$1,068.75
	\$1,081.09
	\$1,093.42
	\$1,105.76
	\$1,118.10
	\$1,130.43
	\$1,142.77
	\$1,163.33
	\$1,188.00
+5yrs	\$1,125.00
	\$1,137.99
	\$1,150.97
	\$1,163.96
	\$1,176.94
	\$1,189.93

\$1,202.91  
\$1,224.56  
\$1,250.53

Accountant (to +3); Finance ADMARC Coordinator; Graphic Artist/Designer; Lead Designer; Paginator; Preprint Coordinator; Print Buyer; Promotion Writer; Promotions & Events Specialist; Research Analyst; Spec Artist (to +3); Statistician (to +3); Telecom Specialist.

**Classification VIII**

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr

\$862.50  
\$872.46  
\$882.41  
\$892.37  
\$902.32  
\$912.28  
\$922.23  
\$938.83  
\$958.74

+1yr

\$900.00  
\$910.39  
\$920.78  
\$931.17  
\$941.55  
\$951.94  
\$962.33  
\$979.65  
\$1,000.42

+2yrs

\$918.75  
\$929.36  
\$939.96  
\$950.57

\$961.17  
\$971.78  
\$982.38  
\$1,000.06  
\$1,021.27

Electronic Tearsheets Administrator; Purchasing Agent.  
Classification VII

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$712.50  
\$720.72  
\$728.95  
\$737.17  
\$745.40  
\$753.62  
\$761.85  
\$775.55  
\$792.00  
+1yr  
\$768.75  
\$777.62  
\$786.50  
\$795.37  
\$804.24  
\$813.12  
\$821.99  
\$836.78  
\$854.53  
+2yrs  
\$843.75  
\$853.49  
\$863.23  
\$872.97  
\$882.71

\$892.45  
\$902.19  
\$918.42  
\$937.90

Accounts Payable Clerk; Advertising Estimator; ChronDirect Coordinator; Classified Customer Account Reps (CAR); Classified Customer Service Reps (CSR); Control Clerk; Co-Op Coordinator; Digital Operator; Electronic Ad Makeup Operator; Events Marketing Assistant; ADMARC Specialist; Imaging Technician; Inside Sales Rep.; Lead Sales Assistant; Media Relations Assistant; Online Ad Coordinator; Online Ad Traffic Coordinator; Payroll Clerk; Prepress Ad Traffic Coordinator; Preprint Coordinator Assistant; Public Relations Assistant; Senior CCI/SCS Computer Operator; Senior Computer Operator; Senior Makeup Clerk.

Deductions for errors that arise from original copy, insertion, instruction, changes in copy or new instructions on copy on all regular business handled by a classified department Employee shall not exceed the amount of commission on the particular ad; provided that, in the case of errors resulting from the sale of "specials," the full amount of commission paid for the sale of such "specials" may be deducted. No deductions may be made for delinquent accounts where credit has been passed upon by the Employer. No deductions may be made for errors against Salespersons not receiving commission on original copy.

A Telephone Salesperson transferred to Outside Sales shall receive the minimum in the Outside Sales classification next above his/her salary at the time of such transfer.

#### **Classification VI**

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$656.25  
\$663.83  
\$671.40  
\$678.98  
\$686.55  
\$694.13  
\$701.70  
\$714.33  
\$729.48  
+1yr

\$693.75  
\$701.76  
\$709.77  
\$717.77  
\$725.78  
\$733.79  
\$741.80  
\$755.14  
\$771.16  
+2yrs  
\$750.00  
\$758.66  
\$767.31  
\$775.97  
\$784.63  
\$793.29  
\$801.94  
\$816.37  
\$833.69

Bookkeeper (Cash Application, Cashier, Papercheckers); CCI/SCS Computer Operator;  
Collector; Computer Operator; Customer Relations Analyst; Digital Coordinator;  
Editorial Assistant 3; Production Assistant; Receiving Supervisor; Returns Room  
Supervisor; Secretary A; Senior Clerk.  
**Classification V**

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$609.38  
\$616.41  
\$623.44  
\$630.48  
\$637.51  
\$644.54  
\$651.58  
\$663.30

\$677.37

+1yr

\$637.50

\$644.86

\$652.22

\$659.58

\$666.93

\$674.29

\$681.65

\$693.92

\$708.63

+2yrs

\$675.00

\$682.79

\$690.58

\$698.37

\$706.17

\$713.96

\$721.75

\$734.73

\$750.32

Ad Support Coordinator; Advertising Information Specialist; CIE Clerk; Draw Clerk; General Clerk III (Editorial Assistant 2, Secretary B, PC Entry Clerk); Head Telecom Operator; Prepress Proofreaders/Material Coordinators.

#### Classification IV

7/1/2005

1/1/2006

7/1/2006

1/1/2007

7/1/2007

1/1/2008

7/1/2008

1/1/2009

1/1/2010

-1yr

\$571.88

\$578.48

\$585.08

\$591.68

\$598.28

\$604.88



\$611.48  
\$622.48  
\$635.69  
+1yr  
\$600.00  
\$606.93  
\$613.85  
\$620.78  
\$627.70  
\$634.63  
\$641.55  
\$653.10  
\$666.95  
+2yrs  
\$637.50  
\$644.86  
\$652.22  
\$659.58  
\$666.93  
\$674.29  
\$681.65  
\$693.92  
\$708.63

General Clerk II (Intermediate Clerk A, Mail Clerk, Editorial Assistant 1); Part Time  
Electronic Ad Makeup Operator; Circulation Dispatcher.  
Classification III

7/1/2005  
1/1/2006  
7/1/2006  
1/1/2007  
7/1/2007  
1/1/2008  
7/1/2008  
1/1/2009  
1/1/2010  
-1yr  
\$534.38  
\$540.54  
\$546.71  
\$552.88  
\$559.05  
\$565.22

\$571.38

\$581.66

\$594.00

+1yr

\$562.50

\$568.99

\$575.49

\$581.98

\$588.47

\$594.96

\$601.46

\$612.28

\$625.26

+2yrs

\$600.00

\$606.93

\$613.85

\$620.78

\$627.70

\$634.63

\$641.55

\$653.10

\$666.95

Circulation Lead Service Associate; Intermediate Clerk B; Motor Messenger; Telecom Operator.

**Classification II**

7/1/2005

1/1/2006

7/1/2006

1/1/2007

7/1/2007

1/1/2008

7/1/2008

1/1/2009

1/1/2010

-1yr

\$459.38

\$464.68

\$469.98

\$475.28

\$480.59

\$485.89

\$491.19

\$500.03

\$510.63

+1yr

\$487.50

\$493.13

\$498.75

\$504.38

\$510.01

\$515.64

\$521.26

\$530.64

\$541.90

+2yrs

\$525.00

\$531.06

\$537.12

\$543.18

\$549.24

\$555.30

\$561.36

\$571.46

\$583.58

Circulation Service Associate; General Clerk I (Clerk Typist, Junior Clerk).

Classification I

7/1/2005

1/1/2006

7/1/2006

1/1/2007

7/1/2007

1/1/2008

7/1/2008

1/1/2009

1/1/2010

-1yr

\$384.38

\$388.81

\$393.25

\$397.69

\$402.12

\$406.56

\$411.00

\$418.39  
\$427.26  
+1yr  
\$412.50  
\$417.26  
\$422.02  
\$426.78  
\$431.55  
\$436.31  
\$441.07  
\$449.00  
\$458.53  
+2yrs  
\$450.00  
\$455.19  
\$460.39  
\$465.58  
\$470.78  
\$475.97  
\$481.17  
\$489.82  
\$500.21

Copyperson; Foot Messenger.

An Employee transferred from a lower classification to a higher classification in Schedule "C" shall receive the minimum in the higher classification next above Employee's salary at the time of such transfer.

An Employee shall receive at least five dollars (\$5.00) per shift over the top minimum for Copypersons for any shift in which Employee supervises Copypersons.

**TRANSITION PAYMENTS** (See Sideletter #1 also)

Employees whose minimum weekly salaries in effect as of June 30, 2005 are reduced as a result of the new minimum weekly salaries put into effect as of July 1, 2005 shall receive transition payments calculated as follows:

(a) The difference between an Employee's minimum weekly salary as of June 30, 2005, and such Employee's minimum weekly salary in effect under this Agreement as of July 1, 2005, shall be the Weekly Differential.

(b) Eligible Weeks will be equivalent to three weeks for each year of service (prorated for any partial year) as of July 1, 2005, up to a maximum of 52 weeks.

(c) The total Transition Payment for an eligible Employee shall be the Employee's Weekly Differential multiplied by the total number of the Employee's Eligible Weeks. The transition payments provided for in this section shall be paid to eligible Employees in equal quarterly payments beginning with the first payroll date after the effective date of this Agreement and recurring approximately every ninety (90) days thereafter until fully paid for each Employee or the Employee's employment terminates, whichever is earlier.

An Employee who takes a voluntary termination incentive pursuant to Article VII (l) of this Agreement will not receive any transition payment.

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#### **ARTICLE XXII – GENERAL WAGE PROVISIONS**

(a) The Employer shall have the right to hire new Employees at the experience level the Employer deems appropriate.

(b) Salaries shall be paid weekly or bi-weekly, at the Employer's discretion, provided, however, if the Employer elects to change from one method of payment to the other, it will provide forty-five (45) days advance written notice of the change to the Guild.

(c) Merit Increase/Personal Services Agreements: An Employee shall be free to bargain individually for salary or commission above the minimum and to enter into a personal services agreement. No employee shall be required to enter into a personal services agreement. The Employer may reduce the compensation of an Employee with a personal services agreement upon the expiration of the personal services agreement, but in no event shall the Employee's compensation be reduced below the Employee's former salary level, including any across-the-board increases or experience increments occurring during the period of the personal services agreement. The Employer shall be free to grant merit increases or one-time bonuses to Employees.

(d) New Jobs: Should the Employer create a new job which is covered by this Agreement, it shall notify the Guild in writing thereof. On request of the Guild, the Employer shall meet with the Guild for the purpose of negotiating the minimum wage applicable thereto. If agreement on such minimum cannot be reached within thirty (30) days or any mutually agreed extension of time after such meeting, then the Employer's determination of the wage shall govern. Nothing herein shall prohibit the Employer from filling such job pending conclusion and final determination of such negotiations or arbitration.

#### **ARTICLE XXIII – EXPENSES AND EQUIPMENT**

(a) The Employer shall pay all legitimate expenses incurred by an Employee in the service of the Employer, provided, however, expenses have been pre-approved and the Employee submits a proper expense reimbursement form.

(b) Photographic equipment required by the Employer to be used by photographers shall be supplied by the Employer.

(c)

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

(2) No Employee shall use a personal automobile on the business of the Employer, either occasionally or regularly, unless such automobile is covered

by the liability (including bodily injury, medical payments, uninsured motorists and property damage) insurance required above.

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

(d) When an Employee uses his/her automobile on the business of the Employer, the Employee shall be compensated at the then applicable Internal Revenue Service ("IRS") rate for mileage reimbursement.

(e) Company vehicles supplied by the Employer shall be equipped with approved seat belts for all passengers as required by law.

(f) The Employer agrees to supply parking space at or near the place of employment for any company car assigned to an Employee or for the car of any Employee required to supply an automobile, provided said Employee is required to utilize said car regularly from said place of employment.

(g) Any Employee who elects to use a company-owned parking lot for Employee's own vehicle will be required to pay the Employer for such use on the same basis that the Employer requires its other employees.

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#### **ARTICLE XXIV – MANAGEMENT'S RIGHTS**

Except as expressly abridged by any provision of this Agreement, the Employer reserves and retains all of its normal and inherent rights with respect to the management of the business in all its phases and details, including (without limiting the generality of the foregoing) its rights to determine, and from time to time re-determine, the number, location and types of its plants, operations, and the methods, processes, equipment and materials to be employed; to determine and re-determine the number of employees to be employed at any one time or place; to expand or discontinue conduct of its business or operations in whole or in part; to select and direct the working forces in accordance with the requirements determined by management; to establish and change work schedules and assignments; to subcontract any work; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reason; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause; the right to enforce stated and restated Employer policy; and otherwise to take such measures as the Employer may determine to be necessary to the orderly, efficient and economical operation of the business.

#### **ARTICLE XXV – HEALTH AND SAFETY**

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

During the period of disability, 65% of weekly salary, not exceeding \$500 per week, for a maximum of 60 weeks, such payment beginning with the first day of disability and to be without a waiting period.

#### **ARTICLE XXVI – NO STRIKE/NO LOCKOUT**

The Guild and its members, individually and collectively, agree that during the term of this Agreement they will not instigate, encourage, authorize, cause, support or engage in any strike, including but not limited to sympathy strikes, picketing, boycott, slowdown, work stoppage, work interruption or work interference, of or with the operation of the Employer's business during the term of this Agreement. The Employer agrees that there will be no lock-out of Employees during the term of this Agreement.

#### **ARTICLE XXVII – MISCELLANEOUS**

(a) Bulletin Boards: The Guild shall have the right to maintain bulletin boards in all Guild departments for the use of the Guild for the purpose of posting notices and official Guild business.

(b) Outside Activity: Without permission in writing from the Employer, no Employee shall use the name of the Employer or Employee's connection with the Employer or any featured title or other material of the Employer to exploit in any way Employee's outside endeavor.

(c) Photographing and New Media: Any editorial department Employee may be assigned to use a camera to take photographs or to use other new media including but not limited to camera phones as directed by the Employer.

(d) Byline: An Employee's byline or credit line shall not be used over the Employee's written protest. A significant change in an Employee's byline copy shall be brought to the Employee's attention before publication whenever practicable.

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

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

(e) Jury Duty: An Employee with at least one year of employment required to report for jury service on a day when he/she normally would have been scheduled to work any shift shall be paid for a maximum of thirty (30) days of such jury service in a

calendar year at the Employee's regular straight-time shift's pay minus any pay received as such juryperson. Such Employee's position need not be filled except at the option of the Employer. To be eligible for such payment, the Employee must inform his/her department head in writing of the call to jury service within twenty-four (24) hours of receipt of the official notification (if the notice is received on a Friday, then such written notice will not be required; however, the Employee will inform his/her department head promptly on the following Monday by telephone or otherwise), and then must furnish his/her department head a statement of jury service from the Clerk of the Court.

(f) Substance Abuse Policy: Employees shall be subject to the Employer's Substance Abuse Policy, as the same may be amended from time to time; provided that before changes are implemented, the Guild will be notified and afforded an opportunity to bargain about the proposed change.

(g) Ethical Standards Policy: Employees in the editorial department shall be subject to the department's Ethical Standards Policy, as the same may be amended from time to time.

(h) Interns: The Employer has the right to establish or maintain an internship program, provided, however, no Employee shall be discharged because of such program. Interns will not be Employees under this Agreement.

(i) Performance Appraisals: The Employer may use and rely upon performance appraisals or any other management assessment tool used in evaluating Employee's performance in any disciplinary or termination proceeding.

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

(k) Domestic Partners: If legal, union pension funds, 401(k) plans and Health & Welfare plans will be amended to treat as spouses any individuals in a spousal relationship with Employees who cannot have a spousal relationship recognized by law.

(l) Flexible Spending Account: The Employer agrees to maintain the existing flexible spending account program for dependent care and for medical care.

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## **ARTICLE XXVIII – DURATION AND RENEWAL**

(a) As herein provided, this Agreement shall be in full force and effect for a period from July 1, 2005, to and including June 30, 2010.



(b) The salary rates set forth in this Agreement shall be effective in accordance with the dates in Article XXI hereof.

(c) At any time within ninety (90) days prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

San Francisco Chronicle  
A division of Hearst Communications, Inc.

By: \_\_\_\_\_  
Gary L. Anderson, Executive Vice President

Northern California Media Workers Guild/Typographical Union  
Local 39521, TNG-CWA, AFL-CIO, CLC

By: \_\_\_\_\_  
Doug Cuthbertson, Executive Officer

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**SIDELETTER NO. 1**

August 1, 2005

Mr. Doug Cuthbertson, Executive Officer  
Northern California Media Workers Guild, Local 39521  
433 Natoma Street  
San Francisco, CA 94103

Dear Doug:

In connection with Transition Payments to be made pursuant to Article XXI, we agreed to the following modifications:

(1) Transition payments will be made to Employees by continuing their pay levels in effect as of June 30, 2005 for Employees' total number of Eligible Weeks up to a maximum of 52 weeks.

(2) Transition Payments will not begin for any Employee on a leave of absence until such time the Employee returns to active employment.

(3) Transition Payments will not begin until August 15, 2005.

Please sign a copy of this letter to indicate your agreement with its contents.

Sincerely,

Calvin Siemer  
Agreed:

\_\_\_\_\_

Date: \_\_\_\_\_

