

AGREEMENT

between the

PACIFIC MEDIA WORKERS GUILD  
LOCAL 39521, TNG-CWA, AFL-CIO, CLC

and

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

Effective: July 1, 2017; Terminating: June 30, 2021

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This Agreement is made this 1st day of August 2018, by and between The San Francisco Chronicle, a division of Hearst Communications, Inc., hereinafter referred to as the "Employer," and the Pacific Media Workers Guild, 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**

- (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 XIX and XX (hereinafter referred to as "Employees.") The parties specifically agree that the bargaining unit shall not include any employee whose primary responsibility is the sale of advertising, including but not limited to Account Executives, Sales Development Representatives, Digital Media Consultants, Digital Sales Strategists, and Business Development Managers.
- (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 of the Employer covered by this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, the Employer may assign and/or subcontract any work within the jurisdiction of the Guild to any other employees, persons or entities including but not limited to stringers, freelancers and employees not covered by 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 and Information Technology and the following positions (whenever the singular is used, the plural shall be included):

**Advertising:**

Regional Sales Manager  
 Sales Analyst  
 Manager, Local Edge Operations  
 Social Media Product Manager  
 Performance Manager  
 Online Ad Trafficking Supervisor  
 Client Services Manager  
 Classified Call Center Supervisor  
 Project Manager  
 Customer Success Manager  
 Research & Media Manager  
 Program Manager  
 Digital Product Manager  
 Ad Operations Manager  
 Advertising Sales Manager  
 SEO/PPC Manager  
 Demand Generation Manager

**Editorial:**

Managing Editor – (Style, Digital, Enterprise & Investigation)  
 Assistant Managing Editor, Production Editor – (Sports, Weekend Foreign National, Magazine, Books, Entertainment, Business, Food, Style, Travel, Politics, Photo, Night Photo)  
 Assistant Editor – (Business, Sports)

Senior Editor (Features, Food)  
Design Director  
Copy Desk Chief  
Deputy Art Editor  
Senior Art Director  
Assistant Metro Editor  
Assistant City Editor  
Metro Editor  
Deputy Metro Editor  
Director of Photography  
Deputy Director of Photography  
Multi Media Editor  
Editorial Page Editor  
Deputy Editorial Editor

**Finance:**

Senior Financial Analyst  
Financial Analyst  
Finance Database Administrator  
Finance Manager  
Accounting Manager  
Senior Accountant  
General Ledger Analyst  
Sr. Manager Financial Planning & Analysis

**Marketing:**

Associate Marketing Manager  
Integrated Marketing Manager  
Marketing Manager  
Events Manager  
Marketing Specialist  
Marketing Coordinator

**Circulation:**

Circulation Analytics Manager  
Circulation Manager  
Field Services Manager  
Field Services Supervisor  
Transportation Manager  
Assistant Transportation Manager  
Transportation Supervisor  
Channel Manager  
Customer Services Manager

Customer Relationship Manager  
 Marketing Manager  
 Manager, Retail & Home Delivery Services  
 Regional Circulation Manager  
 Dealers Supervisor  
 Home Delivery Supervisor

**SFGATE:**

Content Director  
 Sr. Manager - SFGATE

- (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 thirty (30) 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.

**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 in the Advertising or Marketing Departments; nor does it apply to any employee of SFGATE or SFChronicle.com hired before August 1, 2018, and who has not subsequently become a member of the Guild; all such employees, if they hold titles listed in Article XIX, shall have the option to choose membership.
- (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.

### **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.

#### **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, birth date, sex, race and Person Number, and business email address.
  - (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
  - (7) Place of work if not in main plant.
  - (8) Salary.
- (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. In the event any bargaining unit member accepts an exempt position with the Employer, the Employer shall provide the Guild with the title of the exempt position.
- (d) Any notices required to be given under this Article in writing shall be given by electronic transmission such as e-mail and in electronic format such as an Excel spreadsheet where practicable.

#### **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) Any grievance filed on or after the date upon which this Amendment is signed, other than a grievance protesting a discharge for good and sufficient cause or discipline, shall not be subject to arbitration for the duration of this Agreement unless the parties mutually agree in writing otherwise, such agreement not to be unreasonably withheld. 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, Thomas Roberts, Barry Winograd, Katherine Thomson, James Merrill, Lou Zigman, Alan Berkowitz, Norm Brand, Gary Axon.
  - (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.

## **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. Upon notice of discharge or layoff, an Employee making a written request within seven (7) calendar days shall receive in writing from the Employer a statement of the cause of the Employee's discharge or layoff.
- (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 or Article VI.
- (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

The Employer shall have the unqualified right to reduce the number of Employees without regard to classification or department by layoff and to determine which Employees are to be laid off, which rights shall not be subject to grievance or arbitration. The effective date of a layoff shall be the date set by the Employer in its notice to the Employees concerned, with a copy to the Guild. The Employer will provide the Guild and the affected Employee(s) two (2) weeks notice or pay in lieu of such notice prior to

the effective date of layoff. This notice requirement or pay in lieu thereof shall not apply to a discharge of an Employee for good and sufficient cause.

Any Employee who is discharged other than for good and sufficient cause or who is accepted for a voluntary termination incentive program shall receive upon execution of a separation agreement and general release in a form acceptable to the Employer (i) a severance payment equal to 2 weeks' pay for each year of service (pro rated for a partial year) up to a maximum of 52 weeks at the Employee's base wage rate in effect at the time of lay off, and (ii) COBRA continuation coverage commensurate with the length of the severance payment paid by the Employer on an Employee's behalf who is eligible for and who timely elects COBRA coverage.

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

## **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) Changes to the Plan adopted by the Trustees of the Plan shall automatically be incorporated into and made part of this Agreement.
- (e) The Plan shall be terminated in a mass withdrawal upon the Plan's actuary certifying in writing that it is fully funded on a plan termination basis so that no withdrawal liability would be due in connection with such mass withdrawal.

## ARTICLE IX TRANSFERS

- (a) The Employer shall have the right to transfer Employees between work locations as the Employer deems necessary.
- (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.

## ARTICLE X HOURS AND OVERTIME

- (a) Except for those Employees as are otherwise provided for in this Agreement, eight (8) hours within eight and one-half (8½) consecutive hours shall constitute a work day, and five (5) days shall constitute a work week for all Employees.
- (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;

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;

Any Employee who qualifies as exempt from overtime regulations under state and federal law provided that the Employer informs the Employee in writing of the change in status.

- (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) Alternative Schedules: Subject to agreement between the Employer and the Guild, Employees may be permitted by the Employer to work alternative schedules including a four-day work week, flex schedules, job sharing and/or telecommuting.

## **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.

## **ARTICLE XII VACATIONS**

- (a) Effective January 1, 2011, Employees shall receive vacation pay based on continuous employment in accordance with the following schedule:

Less than (2) years – 1/24<sup>th</sup> of a day's pay for each day worked in the calendar year to a maximum of 10 days, provided that a total of 225 days worked shall qualify the Employee for 10 days of vacation.

Two (2) years or more up to ten (10) years – 1/16<sup>th</sup> of a day's pay for each day worked in the calendar year to a maximum of 15 days, provided that a total of 220 days worked shall qualify the Employee for 15 days of vacation.

Ten (10) years or more – 1/10<sup>th</sup> of a day's pay for each day worked in the calendar year to a maximum of 20 days, provided that a total of 200 days worked shall qualify the Employee for 20 days of vacation.

All vacation should be taken in the year in which it is earned. Employees may carry over up to one (1) week of accrued but unused vacation at the end of each year into the following year ("carry-over time"). Any accrued but unused vacation in excess of the carry-over time will be forfeited (i.e., Employees do not receive the time off nor pay in lieu of the days). Any carry-over time must be used by June 30<sup>th</sup> of the following year or it is forfeited.

Employees may request to take unpaid vacation time in excess of what they accrue under this Article. The Employer shall have the sole discretion to grant or deny requests to take unpaid vacation time.

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 daycare and/or school activities of children and/or grandchildren as well as 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.

### **ARTICLE XIII SICK LEAVE**

- (a) Employees will receive 10 sick days (prorated for new employees) on January 1 to use for the employee or employee's family member's diagnosis, care, or treatment of an existing health condition or for preventive care. Paid sick days may also be used by an employee to obtain relief including medical attention, victim's services, psychological or other counseling, safety planning or legal services related to domestic abuse, sexual assault, or stalking experienced by the employee. Paid sick leave is not to be used for vacation or other personal

leaves that do not fall within the covered reasons detailed above. For the purposes of this policy, the term “family member” includes an employee’s child, spouse, registered domestic partner or one designated individual in lieu of a spouse or registered domestic partner, parent, grandparent, grandchild, or sibling.

At the end of each year, accrued, but unused sick days will carry over to the following year. Employees are permitted to accrue a maximum of 10 sick days at any time. Each year on January 1, each employee will receive enough sick leave to bring his or her accrual balance up to the 10 sick days accrual maximum. Unused sick leave will not be paid out upon separation of employment.

Sick balances as of August 1, 2018 will be frozen (“old bank”) and must be used first to supplement any short-term disability or long-term disability leaves. Sick leave balances in the “old bank” will also be used first for intermittent days taken as sick leave.

- (b) Pregnancy or Maternity Sick Pay: The Employer shall provide maternity/paternity benefits to Employees covered by this Agreement on the same basis as such benefits are provided to non-represented employees.
- (c) Kin Care: Employee may use accrued sick leave to care for certain family members as family members are defined under the San Francisco Sick Leave Ordinance and California Labor Code, provided that an Employee has accrued sick leave sufficient to cover the requested leave time under this subparagraph. Such time as may be taken for kin care shall reduce the Employee’s accrued sick leave balance, but shall not otherwise affect the Employee’s ability to draw from the accrued sick leave balance for personal illness or injury. Similarly, personal use of sick leave shall not reduce time available for kin care, other than reducing the Employee’s sick leave balance.
- (d) In addition to the sick leave provided above, the Employer shall provide short-term disability benefits to Employees covered by this Agreement on the same basis as such benefits are provided to non-represented employees.
- (e) To the extent that the requirements of the San Francisco Paid Sick Leave Ordinance conflict with this Article, such Ordinance’s requirements are expressly waived.

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

- (a) Employees shall be eligible to join the health care plans that are generally available to non-represented employees of the Employer, subject to the same terms and conditions (including any employee contributions) that apply to non-represented employees of Employer, which terms and conditions may change at the sole discretion of the Employer. Employees shall be subject to the same premium rate increases or decreases as non-represented employees. The Employer shall have the unqualified right to change the health care plans offered to the Employees at any time during the term of this Agreement, so long as such change also affects non-represented employees.



- (b) The Employer shall extend no-cost life insurance coverage to Employees covered by this Agreement on the same basis as such coverage is provided to non-represented employees.
- (c) The Employer shall provide no-cost long-term disability insurance coverage to Employees covered by this Agreement on the same basis as such coverage is provided to non-represented employees.

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

- (a) Unless otherwise required by law, the Employer may grant in its sole discretion unpaid leaves of absences to Employees who request any leave for any purpose. The Employer shall solely determine the number of Employees on leave at any one time. Unless otherwise required by law, Employees returning from leaves shall be reinstated to the extent that a position is available for them at the time the Employee requests reinstatement. If an Employee is not reinstated, the Employee will be considered laid off and eligible for severance as provided in Article VII (f).
- (b) 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 a leave or leaves of absence should the Employee request such leave, and the Employee shall be reinstated in an available position as determined by the Employer upon expiration of such leave, provided time spent on leave as an Employee of the Guild shall be included in determining seniority as an Employee of the Employer for the purpose of reductions in force 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.
- (c) Maternity and paternity leaves shall be granted and administered in accordance with applicable law.
- (d) 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.
- (e) 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.
- (f) **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.

- (g) Leaves of absence granted under this Article shall not constitute breaks in continuity of service, but shall not be paid for, nor be construed as service time for any purpose, except as otherwise provided.
- (h) Any Employee hired, transferred or promoted as a replacement for an Employee on leave of absence under this Article shall be considered a temporary Employee in such position and shall be given written notice to that effect at the time of such hiring, transfer or promotion, 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.
- (i) Family Leave Act provisions are incorporated into this Agreement.

## **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.

#### **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 for longer than fifty-two (52) consecutive weeks who shall be considered temporary Employees, provided, however, that the Employer may not hire more than ten percent (10%) of the staff as On Callers in any classification or department. The Employer is not required to provide any specific employment opportunities to an On-Call Employee and may terminate the employment of any On-Call Employee at anytime by providing notice to the On-Call Employee with a copy of such notice to the Guild. Effective upon the signing date of this Amendment, no contributions shall be required to be made by the Employer under Article VIII (Retirement) of this Agreement for any present or new On-Call Employees.

- (b) Temporary Employees, including On-Call Employees, shall be subject to the provisions of this Agreement except as otherwise expressly provided herein. Temporary Employees, including On-Call Employees, shall not be eligible to receive any severance payments or benefits for layoffs or termination of employment. Temporary employees in any classification affected by a reduction in force shall be terminated before any regular employees are laid off.
- (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.

#### **ARTICLE XIX SFGATE/SFChronicle.com**

- (a) Employees in the following positions, or in any new or retitled position doing the same kind of work in the same listed departments, but no other positions at SFGATE or SFChronicle.com, shall be represented by the Guild:

- Home Page News & Features Producer
- Producer
- Senior Producer
- Social Producer
- Sr. Viral News Producer
- Video Producer
- Premium Website Producer
- iPad Producer
- Web Producer + Social Media
- Online Producer
- National Photo Editor
- Digital Content Coordinator

- (c) SFGATE shall not be required to compensate any Employee for SFGATE’s use of material prepared by that Employee.

- (d) There shall be no restriction on the Employer's right to obtain content for SFGATE from any source. Work performed for SFGATE 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.

## ARTICLE XX MINIMUM SALARIES

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

### SCHEDULE "A"

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$886.00	\$895.00	\$904.00	\$913.00
+ 1 year	\$996.00	\$1,006.00	\$1,016.00	\$1,026.00
+ 2 years	\$1,109.00	\$1,120.00	\$1,132.00	\$1,143.00
+3 years	\$1,141.00	\$1,152.00	\$1,164.00	\$1,176.00
+ 4 years	\$1,181.00	\$1,193.00	\$1,205.00	\$1,217.00
+5 years	\$1,278.00	\$1,291.00	\$1,304.00	\$1,317.00
+ 6 years	\$1,367.00	\$1,381.00	\$1,394.00	\$1,408.00

Assistant Editor; Cartoonist; Columnist; Copy Editor; Critic; Custom Publishing Editor; Deputy Editor; Creative Strategist; Designer; Digital Media Planner; Electronic Editor; Home Page Editor; Online Producer; Page Layout Administrator; Photographer; Podcast Producer; Producer; Reporter; Senior Reporter; Staff Writer; Go Team - Reporter or Photographer (2 Year); SEO/SEM Account Manager; SEO Manager; Staff Writer; Wire Editor; Account Support Rep; Account Manager

Go Team Reporter or Photographer (2 Year): An Employee in the position of "Go Team" shall receive a starting wage of 80% of the entry-level Schedule A minimum. After one (1) year in the position, an Employee's wage shall be increased to 90% of the entry-level Schedule A minimum. At the conclusion of two (2) years in this position, the Employer may decide in its sole discretion whether to place the Employee in a regular position and, if so, which position. If the Employee is not retained, he/she shall have no recourse to the grievance and arbitration procedure of the Agreement. If the Employee is retained, the Employee's wage shall increase to the Schedule A entry-level minimum. The Employee shall be deemed to be in a probationary period (as set forth in Article VII) during the entire time he/she is a Go Team Reporter or Photographer. Employer has sole and complete discretion to assign work and assignments to individuals in the position. Employer may have no more than three individuals in the Go Team Reporter position, nor more than three individuals in the Go Team Photographer position, at any one time without the Guild's agreement. Nothing in this provision is intended to be or shall be interpreted as a guarantee of any length of employment in the position or in any way restrict Employer from discharging a Go Team Employee before the Employee has held the position for 2 years. This provision is subject to the same expiration date as the rest of this Agreement.

**SCHEDULE "B"**

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

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$663.00	\$670.00	\$676.00	\$683.00
+ 1 year	\$710.00	\$718.00	\$725.00	\$732.00
+ 2 years	\$758.00	\$765.00	\$773.00	\$781.00
+3 years	\$805.00	\$813.00	\$821.00	\$829.00
+ 4 years	\$852.00	\$861.00	\$870.00	\$879.00

The Employer currently does not have any positions under this classification.

**SCHEDULE "C"**

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

**Classification IX**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$992.00	\$1,002.00	\$1,012.00	\$1,022.00
+ 1 year	\$1,037.00	\$1,048.00	\$1,058.00	\$1,069.00
+ 2 years	\$1,105.00	\$1,116.00	\$1,127.00	\$1,138.00
+3 years	\$1,218.00	\$1,230.00	\$1,242.00	\$1,254.00
+ 4 years	\$1,285.00	\$1,298.00	\$1,311.00	\$1,324.00
+5 years	\$1,353.00	\$1,366.00	\$1,380.00	\$1,394.00

Graphic Artist; Graphic Designer; Graphic Designer Creative Services; Online Ad Traffic Coordinator (cap at 3 years); Preprint Coordinator Ad Ops

**Classification VIII**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$1,037.00	\$1,048.00	\$1,058.00	\$1,069.00
+ 1 year	\$1,082.00	\$1,093.00	\$1,104.00	\$1,115.00
+ 2 years	\$1,105.00	\$1,116.00	\$1,127.00	\$1,138.00

The Employer currently does not have any positions under this classification.

**Classification VII**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$857.00	\$866.00	\$874.00	\$883.00
+ 1 year	\$925.00	\$934.00	\$943.00	\$952.00
+ 2 years	\$1,015.00	\$1,025.00	\$1,035.00	\$1,045.00

Accounts Receivable Clerk; Digital Content Coordinator; Imaging Technician; Mailroom Supervisor

**Classification VI**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$789.00	\$797.00	\$805.00	\$813.00
+ 1 year	\$834.00	\$843.00	\$851.00	\$860.00
+ 2 years	\$902.00	\$911.00	\$920.00	\$929.00
+3 years	\$948.00	\$957.00	\$967.00	\$977.00

(Editorial Assistant only for +3 yrs)

Senior Customer Resolutions Analyst; Data Retention Coordinator; Editorial Assistant 3 (only position to +3 yrs); Senior Field Services Representative.

**Classification V**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$733.00	\$740.00	\$748.00	\$755.00
+ 1 year	\$767.00	\$775.00	\$782.00	\$790.00
+ 2 years	\$812.00	\$820.00	\$828.00	\$836.00

Customer Resolutions Analyst; Field Service Representative.

**Classification IV**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$688.00	\$695.00	\$702.00	\$709.00
+ 1 year	\$722.00	\$729.00	\$736.00	\$743.00
+ 2 years	\$767.00	\$775.00	\$782.00	\$790.00

Editorial Assistant



**Classification III**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$643.00	\$649.00	\$656.00	\$663.00
+ 1 year	\$677.00	\$683.00	\$690.00	\$697.00
+ 2 years	\$722.00	\$729.00	\$736.00	\$743.00

The Employer currently does not have any positions under this classification.

**Classification II**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$553.00	\$558.00	\$564.00	\$570.00
+ 1 year	\$587.00	\$592.00	\$598.00	\$604.00
+ 2 years	\$632.00	\$638.00	\$644.00	\$650.00

The Employer currently does not have any positions under this classification.

**Classification I**

	7/1/17	7/1/18	7/1/19	7/1/20
<1 year	\$463.00	\$467.00	\$472.00	\$477.00
+ 1 year	\$496.00	\$501.00	\$506.00	\$511.00
+ 2 years	\$541.00	\$547.00	\$552.00	\$558.00

The Employer currently does not have any positions under this classification.

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.

**ARTICLE XXI 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 within 30 days of such notification, 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.
- (e) Merit pay. For each of the calendar years 2018, 2019, 2020, and 2021, the Employer shall fund a merit pool equal to 2% of the annual salaries paid to Employees covered by this Agreement, and shall pay out 100% of that pool each year as described in this section.
  - (1) For calendar year 2018, merit pay determinations and payments shall be made as soon as practicable after ratification of this Agreement. For calendar years 2019, 2020, and 2021, determinations and payments shall be made on the same schedule as for non-represented employees.
  - (2) After completion of the performance appraisal process, recommendations for salary increases will be provided by the Department Leader to Human Resources and the Publisher for final approval. The amounts and allocation of merit increases will be in management's sole discretion and will not be subject to the grievance and arbitration process.
  - (3) Any Employee who received a performance review may within 3 weeks appeal the review and/or salary increase determination to the applicable Department Leader or Human Resources. The decision of the Department Leader or Human Resources will be final and not subject to the grievance and arbitration process. Upon the request of the employee, a Guild representative may participate with the employee in the appeal process.
  - (4) No pay cuts: In no event shall any employee's actual rate of pay, including any merit pay, be reduced during the term of this Agreement, except that an employee

promoted to a new job who is returned to his/her former position may be subject to reduction to his/her former pay.

- (f) Employees in between experience steps at date of hire who are paid above scale will not maintain that overscale to the extent subsumed by step increases. A top scale individual with no overscale will be eligible for merit pay; if on July 1 of any year that individual's actual pay is below the new top scale amount, a true-up to the next year's top scale rate will be made. A top scale person with overscale will not receive an increase as a result of the change in the top scale rate except to the extent that the change in top scale exceeds current pay; provided, however, that this sentence shall not apply for purposes of calculating the single increase effective as of July 1, 2017. Employees affected by the preceding sentence remain eligible for merit pay.
- (g) Employees on a written Performance Improvement Plan ("PIP"), performance-related written warning, or other performance-related disciplinary action on their anniversary date will not be eligible to receive a step increase, which will be deferred until successful completion of the PIP or, in the case of other disciplinary action, six months of improved performance as determined by management in its discretion. There will be no retroactive increase for the period of time that the PIP or other disciplinary action was in effect.

## **ARTICLE XXII 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) In the event that, as anticipated, the Employer loses access to the current parking lots, the Employer will make the same arrangements, if any, for Employee parking as it does for non-represented employees.
- (g) The Employer will provide cell phones to Newsroom and SFGATE and SFChronicle.com employees with a business need. All other Employees with a business need for a cell phone, as determined by the Employer, will receive a stipend of \$50 per month to cover the portion of monthly usage for business purposes. If business usage exceeds \$50 in any month, Employer will reimburse the amount the Employee expenses using the Company expense report with receipt(s).

#### **ARTICLE XXIII 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 XXIV 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 XXV 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 XXVI 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.
- (m) 401(k): The existing 401(k) plan shall be maintained. Effective on the first day of the month following ratification of this Agreement or the first day of October 2018, whichever is later (the "Effective Date"), (a) for Employees hired prior to the Effective

Date, and during the term of this Agreement, such Employees are eligible for, in accordance with the terms of the 401(k) plan, (i) an Employer contribution of a straight one percent (1%) of the Employee's eligible compensation, and (ii) an Employer matching contribution of up to twenty-five percent (25%) of the Employee's first six percent (6%) of eligible compensation (so that the maximum Employer matching contribution for an Employee who contributes 6% of pay to the 401(k) plan would be 1.5% of pay), and (b) for Employees newly hired or rehired on or after the Effective Date, and during the term of this Agreement, such Employees upon reaching one (1) year of employment with the Employer will be eligible for, in accordance with the terms of the 401(k) plan (i) an Employer contribution of a straight one percent (1%) of the Employee's eligible compensation, and (ii) an Employer matching contribution of up to twenty-five percent (25%) of the Employee's first six percent (6%) of eligible compensation (so that the maximum Employer matching contribution for an Employee who contributes 6% of pay to the 401(k) plan would be 1.5% of pay). The Employee does not have to contribute to the 401(k) plan in order to receive the Employer contribution. If the Employee is not enrolled in the 401(k) plan at the time the Employer contribution is due to be paid, the Employer will set up an account for such Employee. All Employer contributions and matching contributions are subject to the 3-year vesting schedule set forth in the 401(k) plan. For Employees hired prior to the Effective Date, to the extent plan rules dictate that the "eligible compensation" in (a)(i) above is less than the Employee's annual compensation for 2018, the difference will be paid to the Employee as additional wages, for calendar year 2018 only.

- (n) The Employer agrees to comply with all otherwise applicable federal, state, and local laws and regulations, including any new laws and regulations enacted during the term of this Agreement, and not in conflict with this Agreement.

## **ARTICLE XXVII GUILD ACCESS**

The Employer recognizes the right of Guild representatives to meet with bargaining unit employees in the workplace. Such access shall be permitted without interference pursuant to the following guidelines:

- (a) Guild representatives may access the Employer's facility during business hours for the purpose of conducting union business, including confidential matters and unscheduled meetings with individuals and groups of employees. Visits for purposes of political campaigns, advocacy of issues unrelated to union business, or other purposes, are not permitted except in accordance with any policy that the Employer may issue as to non-union visitors, which need not be bargained.
- (b) The Guild will comply with the Employer's ordinary security protocols for entering Company facilities. Such protocols include entering through the main entrance, signing in with security and obtaining a security badge or ID, and having a Chronicle-employee escort into the building and any work areas in which bargaining unit Employees have workstations. Guild representatives will not enter the building in any other manner.

(c) Once inside the facility, the Guild's access is not restricted. The Guild representatives will not disrupt production. Upon request, the Employer will provide the Guild meeting space, if space is available, at the facility for the purpose of conducting union business. Any group meetings need to be scheduled in advance through Human Resources.

(d) The Employee who escorted the Guild representative into the facility shall be responsible to ensure compliance with these terms. An Employee who permits the Guild representative to enter the building without checking in at the security desk may be disciplined; any such discipline will be subject to the grievance procedure.

(e) Any alleged violation of this Article by the Employer or the Guild shall be subject to the Grievance and Arbitration procedure outlined in Article VI, and notwithstanding any other provision in this Agreement, neither Party shall have any right to refuse to arbitrate any dispute under this Article.



**ARTICLE XXVIII DURATION AND RENEWAL**

- (a) As herein provided, this Agreement shall be in full force and effect for a period from July 1, 2017, to and including June 30, 2021.
- (b) The salary rates set forth in this Agreement shall be effective in accordance with the dates in Article XX and 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: \_\_\_\_\_  
William Nagel, Publisher

Pacific Media Workers Guild  
Local 39521, TNG-CWA, AFL-CIO, CLC

By: \_\_\_\_\_  
Caroline Grannan  
Steven Rubenstein  
Michael Cabanatuan  
Tara Duggan  
JK Dineen  
Kat Anderson, Administrative Officer  
Carl Hall, Executive Officer