

**Amendment to the Collective Bargaining Agreement
between
California Media Workers Guild, Local 39521, TNG-CWA, AFL-CIO, CLC
and
The San Francisco Chronicle, a division of Hearst Communications, Inc.**

This Amendment to make certain changes, deletions, modifications and other revisions to the collective bargaining agreement in effect from July 1, 2005 through June 30, 2010 between the California Media Workers Guild, Local 39521, TNG-CWA, AFL-CIO, CLC (“Guild”) and The San Francisco Chronicle, a division of Hearst Communications, Inc. (“Employer”) is made by and between the Employer and the Guild, for itself and on behalf of its members.

WITNESSETH

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

The Employer has represented to the Guild that certain changes, deletions, modifications and other revisions to the parties’ existing collective bargaining agreement (“CBA”), are necessary to cut costs, facilitate operational changes and enhance the ability to increase revenue in order to continue the Employer’s publication of the San Francisco Chronicle newspaper. To that end, the parties have agreed to changes, deletions, modifications and other revisions of the CBA as set forth in this Amendment. The Article numbers below correspond to Articles in the CBA and specific changes to those Articles.

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 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, 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 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

Classified Automotive Supervisor
Classified Call Center Manager
Classified Call Center Supervisor

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

Finance Specialist
Financial Analyst
General Ledger Analyst
Payroll Manager
Purchasing Manager
Purchasing Supervisor
Regulatory Affairs Manager

Cash Services Supervisor
Cashier Supervisor
Circulation Accounting Manager
Circulation Accounting Supervisor
Credit Analyst/Supervisor
Credit 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 Editor
Online Multimedia Editor
Online Photo Editor
Online Sales Account Executive

Online Ad Coordinator
Online Ad Traffic Coordinator
Online Associate Editor
Online Copy Editor

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.

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. This provision also does not apply to any person or Employee hired on or after ratification of the Amendment whose primary responsibility is to sell advertising, including but not limited to Account Executives, Online Account Executives, and ChronDirect Salespersons.

- (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 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, Gerald McKay, Charles Askin, Thomas Angelo, Thomas Roberts, Anita Christine Knowlton, Kathy Kelly, Barry Winograd, Frank Silver.
 - (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.
- (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.

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) (Deleted)
- (h) (Deleted)
- (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) (Deleted)
- (l) (Deleted)

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.
- (f) The parties acknowledge that the Trustees of the Plan will be recommending changes to the plan pursuant to the Pension Protection Act. After receiving those recommendations, the parties agree to meet expeditiously to adopt and incorporate the Trustees’ recommendations into this Agreement.
- (g) 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;
 - 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;
 - 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) 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.

ARTICLE XII VACATIONS

- (a) Effective January 1, 2009, Employees shall receive vacation pay based on continuous employment in accordance with the following schedule:

Less than 3 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 225 days worked shall qualify the Employee for 10 days of vacation.

Three years or more - 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 220 days worked shall qualify the Employee for 15 days of vacation.

All vacation must be taken in the year in which it is earned or else it will be forfeited unless the Employer permits an Employee to do otherwise. Vacation time will not be allowed to be carried over from year to year. Notwithstanding the foregoing, Employees will retain all vacation time earned prior to the effective date of this Agreement.

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 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) (Deleted effective January 1, 2009)
- (f) (Deleted)

ARTICLE XIII SICK LEAVE

- (a) Employees shall accumulate sick leave each year at full pay at the rate of five (5) days a year for each completed year of service. Effective upon the signing date of this Amendment, Employees may not use more than twenty (20) days of accumulated sick leave during the period March 1, 2009 through and including June 30, 2010. In the event a successor collective bargaining agreement has not been agreed to by the parties on or before June 30, 2010, Employees may not use more than ten (10) sick days in any 12 month period thereafter until such time a successor collective bargaining agreement takes effect. Time on unpaid sick leave will not be counted as service time for the purpose of earning 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 a leave

under the Family Medical Leave Act and/or the California Family Rights Act and/or the California Pregnancy Disability Act and who becomes disabled during such leave shall be placed on sick leave status under the provisions of this section (f).

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.
- (d) The Employer shall make a one-time contribution to the Media Guild Health & Welfare Trust Fund in an amount equal to 2% of the aggregate base payroll for all Employees in effect as of January 1, 2010.

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) (Deleted)
- (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 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.
- (d) Maternity and paternity leaves shall be granted and administered in accordance with applicable law.
- (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.

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.
- (e) (Deleted)
- (f) (Deleted)

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
-1yr	\$736.43	\$744.93	\$753.43	\$761.93	\$770.43	\$778.93	\$787.43	\$801.60
+1yr	\$828.06	\$837.62	\$847.18	\$856.73	\$866.29	\$875.85	\$885.41	\$901.34
+2yrs	\$922.35	\$933.00	\$943.64	\$954.29	\$964.94	\$975.58	\$986.23	\$1,003.97
+3yrs	\$948.69	\$959.64	\$970.59	\$981.54	\$992.49	\$1,003.44	\$1,014.39	\$1,032.64
+4yrs	\$982.36	\$993.70	\$1,005.04	\$1,016.38	\$1,027.72	\$1,039.06	\$1,050.40	\$1,069.29
+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
+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

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
-1yr	\$551.25	\$557.61	\$563.98	\$570.34	\$576.70	\$583.07	\$589.43	\$600.03
+1yr	\$590.63	\$597.45	\$604.27	\$611.08	\$617.90	\$624.72	\$631.54	\$642.90
+2yrs	\$630.00	\$637.27	\$644.54	\$651.82	\$659.09	\$666.36	\$673.63	\$685.75
+3yrs	\$669.38	\$677.11	\$684.83	\$692.56	\$700.29	\$708.01	\$715.74	\$728.62
+4yrs	\$708.75	\$716.93	\$725.11	\$733.29	\$741.47	\$749.66	\$757.84	\$771.47

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
-1yr	\$825.00	\$834.52	\$844.05	\$853.57	\$863.09	\$872.61	\$882.14	\$898.01
+1yr	\$862.50	\$872.46	\$882.41	\$892.37	\$902.32	\$912.28	\$922.23	\$938.83
+2yrs	\$918.75	\$929.36	\$939.96	\$950.57	\$961.17	\$971.78	\$982.38	\$1,000.06
+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
+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
+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

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
-1yr	\$862.50	\$872.46	\$882.41	\$892.37	\$902.32	\$912.28	\$922.23	\$938.83
+1yr	\$900.00	\$910.39	\$920.78	\$931.17	\$941.55	\$951.94	\$962.33	\$979.65
+2yrs	\$918.75	\$929.36	\$939.96	\$950.57	\$961.17	\$971.78	\$982.38	\$1,000.06

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
-1yr	\$712.50	\$720.72	\$728.95	\$737.17	\$745.40	\$753.62	\$761.85	\$775.55
+1yr	\$768.75	\$777.62	\$786.50	\$795.37	\$804.24	\$813.12	\$821.99	\$836.78
+2yrs	\$843.75	\$853.49	\$863.23	\$872.97	\$882.71	\$892.45	\$902.19	\$918.42

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
-1yr	\$656.25	\$663.83	\$671.40	\$678.98	\$686.55	\$694.13	\$701.70	\$714.33
+1yr	\$693.75	\$701.76	\$709.77	\$717.77	\$725.78	\$733.79	\$741.80	\$755.14
+2yrs	\$750.00	\$758.66	\$767.31	\$775.97	\$784.63	\$793.29	\$801.94	\$816.37

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
-1yr	\$609.38	\$616.41	\$623.44	\$630.48	\$637.51	\$644.54	\$651.58	\$663.30
+1yr	\$637.50	\$644.86	\$652.22	\$659.58	\$666.93	\$674.29	\$681.65	\$693.92
+2yrs	\$675.00	\$682.79	\$690.58	\$698.37	\$706.17	\$713.96	\$721.75	\$734.73

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
-1yr	\$571.88	\$578.48	\$585.08	\$591.68	\$598.28	\$604.88	\$611.48	\$622.48
+1yr	\$600.00	\$606.93	\$613.85	\$620.78	\$627.70	\$634.63	\$641.55	\$653.10
+2yrs	\$637.50	\$644.86	\$652.22	\$659.58	\$666.93	\$674.29	\$681.65	\$693.92

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
-1yr	\$534.38	\$540.54	\$546.71	\$552.88	\$559.05	\$565.22	\$571.38	\$581.66

+1yr	\$562.50	\$568.99	\$575.49	\$581.98	\$588.47	\$594.96	\$601.46	\$612.28
+2yrs	\$600.00	\$606.93	\$613.85	\$620.78	\$627.70	\$634.63	\$641.55	\$653.10

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
-1yr	\$459.38	\$464.68	\$469.98	\$475.28	\$480.59	\$485.89	\$491.19	\$500.03
+1yr	\$487.50	\$493.13	\$498.75	\$504.38	\$510.01	\$515.64	\$521.26	\$530.64
+2yrs	\$525.00	\$531.06	\$537.12	\$543.18	\$549.24	\$555.30	\$561.36	\$571.46

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
-1yr	\$384.38	\$388.81	\$393.25	\$397.69	\$402.12	\$406.56	\$411.00	\$418.39
+1yr	\$412.50	\$417.26	\$422.02	\$426.78	\$431.55	\$436.31	\$441.07	\$449.00
+2yrs	\$450.00	\$455.19	\$460.39	\$465.58	\$470.78	\$475.97	\$481.17	\$489.82

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 (pro-rated 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 (I) of this Agreement will not receive any transition payment.

General Provisions of the Amendment

1. In conjunction with the negotiation of this Amendment, the Employer has informed the Guild of the Employer's intention to make significant reductions in force of Employees and to subcontract certain functions currently performed by Employees. Such reductions and subcontracting will be made in accordance with the terms of the CBA as modified by this Amendment and the Employer does not need to provide any advance notice to the Guild before implementing any layoffs or subcontracting.
2. This Amendment provides for modifications, changes, deletions, revisions and additions to the CBA. All other terms of the CBA not modified by this Amendment continue in full force and effect. In the event of a conflict between the terms of this Amendment and the CBA, the terms of this Amendment shall control.
3. This Amendment shall be co-terminus with the CBA and this Amendment shall be re-negotiable the same as the CBA pursuant to Article XXVIII of the CBA.