

AGREEMENT

2007 - 2010

**NORTHERN CALIFORNIA
MEDIA WORKERS GUILD/TYPOGRAPHICAL UNION**
Local 39521, The Newspaper Guild - CWA
(AFL-CIO, CLC)

and

BAY CITY NEWS SERVICE

PREAMBLE

This Agreement is between the Northern California Media Workers Guild/Typographical Union, Local 39521, The Newspaper Guild - CWA (the Union), and Bay City News Service (the Employer). This Agreement shall be effective for the period beginning March 31, 2007, and ending at 12:01 a.m. on March 31, 2010.

At any time after January 1, 2010, the Employer or the Guild may initiate negotiations for a new Agreement to take effect following March 31, 2010. Negotiations shall commence within 30 days of either party's notice of intent to negotiate. If a new Agreement between the Employer and the Guild is reached effective March 31, 2010, such Agreement will supplant the current Agreement.

ARTICLE I—RECOGNITION AND COVERAGE

The Employer recognizes the Northern California Newspaper Guild as the collective bargaining representative of the editorial employees of Bay City News Service, excluding all other employees, including guards, supervisors, independent contractors, interns and temporary employees.

ARTICLE II--EQUAL OPPORTUNITY

Both parties hereto affirm their intentions to adhere to and support policies which afford equal opportunity to qualified individuals, regardless of their race, creed, color, national origin, gender, age, sexual orientation or disability pursuant to the standards of, and in conformance with, applicable State and Federal laws regarding such matters.

ARTICLE III--GUILD SHOP

The Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

ARTICLE IV--DUES DEDUCTION

- A) Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the biweekly earnings of such employee and pay to the Guild in self-addressed stamped envelopes provided by the Guild no later than the 10th of each month all Guild membership dues deducted. Such membership dues shall be deducted from the employee's earnings at a percentage of gross earnings which shall be the same percentage for all employees. Such schedule may be amended by the Guild no more than two times in a calendar year with two weeks prior written notice to the Employer. All employees' voluntary written assignment shall remain effective in accordance with the terms of such assignment.
- B) The Guild holds harmless Bay City News Service for any proceeding, dispute or litigation resulting from such voluntary dues deduction.
- C) Dues deductions forwarded to the Guild under provisions of this article shall include an accounting of dues deducted from each member's pay alongside each member's name.
- D) The dues deduction assignment shall be made upon the following form:

-----SAMPLE ONLY-----

ASSIGNMENT
and
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Bay City News Service

I hereby assign to the Northern California Newspaper Guild, and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as an employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Northern California Newspaper Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Northern California Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this agreement and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Employee's signature

Date

ARTICLE V--INFORMATION

- A) The Employer shall supply to the Guild upon written notice but no more often than once in a calendar year, the name, address, gender, date of birth, date of hire, and wage rate of employees covered by this agreement.

- B) The Employer shall cause to be mailed monthly by the 10th of the month to the Guild on a form and in a stamped, self-addressed envelope supplied by the Guild a report including the following:
1. For persons hired into the editorial department--employee name, address, phone number, social security number, birth date, gender, date of hire, whether part-time or temporary, salary;
 2. The names of employees who separate, the date of separation;
 3. Any leaves of absence of a month or more and returns from such leave;
- C) Upon request by any employee, the Employer shall make available for his or her inspection the employee's personnel file, provided that such inspection shall be made during employee's off-hours.

ARTICLE VI--GRIEVANCE PROCEDURE

In the event a dispute arises concerning the application or interpretation of the specific provisions of this agreement, the Union may initiate grievances in the following manner:

- A) The Union shall submit to the Employer a written statement concerning the nature of the allegation, the specific provision of this agreement alleged to have been violated, and the remedy requested. Any dispute which may arise must be submitted to the Employer in writing within forty-five (45) days of the date that such violation is alleged to have occurred or further appeal rights will be lost.
- B) Within ten (10) working days of the filing of the written grievance, the Employer and the Union shall meet for the purposes of determining the nature of the dispute, the position of the parties, and suggested remedies. The purpose of the meeting shall be to resolve or settle the dispute.
- C) In the event the meeting does not resolve the dispute, the Employer shall forward to the Union within ten (10) working days its position and decision in the matter, which shall be binding to both parties if not protested by the Union in an additional ten (10) days).
- D) In the event the Union does not agree with the Employer's final position, it must submit to the Employer its position, notifying at the same time the Employer and the Federal Mediation and Conciliation Service that without resolution of the pending dispute the Union will exercise its right to strike within fifteen (15) days. The date the strike is expected to commence will be included in the transmittal letter which shall be sent via certified mail.

- E) The Employer and the Union shall meet within fifteen (15) days period under the auspices of the Federal Mediator. If the Union and the Employer cannot settle the dispute, the Union may exercise its right to strike on the date set forth in the notice to the Federal Mediator, provided if the Union does not strike on that date the grievance will be deemed to be settled on the basis of the employer's last written position.
- F) The time limits set forth herein may be extended only by specific written agreement between the parties.

ARTICLE VII--SECURITY

- A) Each newly hired employee shall first serve a probationary period of 390 hours worked, during which period the Employer may terminate the employee at will. Following the successfully completed probationary period, the employee's hourly rate shall be increased by fifty cents (\$0.50) per hour. In the case of temporary employees who are hired as regular employees after they have completed more than 390 hours as a temporary, the probationary period will be deemed to have been successfully completed. Temporary employees who are hired as regular employees prior to completion of 390 hours as a temporary shall have the hours worked as a temporary employee counted toward completion of their probationary period.
- B) In hiring new employees, prior experience of an applicant shall be considered by the Employer in setting the initial rate of pay.
- C) The Employer agrees not to have or enter into an agreement with another employer binding such other employer not to offer or give employment to an employee of the Employer.
- D) Upon hiring, new employees shall be given a copy of the collective bargaining agreement.
- E) An employee who has completed the probationary period may be terminated by the Employer for cause. In the event the employee wishes to protest the discharge, he may appeal the discharge through the grievance procedure set forth herein.
- F) The Employer shall inform an employee summoned for an investigatory interview which reasonably may lead to the employee's disciplinary suspension or discharge that he/she may request the presence of a Union agent at the meeting.

- G) When reductions in force are necessary, the Employer will lay off employees giving consideration to merit, skill, ability, length of service, job performance and work available.
- H) Any employees terminated in a reduction of force shall be placed upon a rehiring list for six months. The Employer shall not hire any person not on such list to fill a vacancy so long as the rehiring list exists. Persons on the rehiring list shall be hired in accordance with their length of service with the Employer, provided they are available to return to employment with the Employer within two weeks.

ARTICLE VIII--SEVERANCE

Upon termination of employment, except in the case of an employee who leaves the employ of the Employer of his/her own volition, an employee shall receive cash severance pay in a lump sum equal to one week's salary for each two (2) years worked, but no more than six (6) week's salary and no less than two (2) week's salary, such pay to be computed at the highest weekly compensation received by the employee during service with the Employer.

Employees who have not successfully completed the probation period are not eligible to receive severance pay.

If an employee dies, the Employer shall pay the employee's beneficiary, or the employee's estate, if no beneficiary has been designated, an amount equal to the amount of severance pay to which the employee would have been entitled upon termination of employment.

ARTICLE IX--TRANSFERS

- A) It is understood that the present area of coverage of the Employer is within commuting distance. Nonetheless, it is not the policy of the Employer to permanently assign employees full time to a bureau other than the bureau or bureaus to which they were originally hired; provided that the Employer may temporarily assign employees to other bureaus for up to three (3) months. Employees temporarily transferred will be compensated for additional mileage beyond their normal commute distance.

Transfers to regular full-time bureau duty for more than three (3) months will be only with the employee's consent. Employees transferred to regular full-time bureau duty for more than three (3) months, to a bureau more than 30 miles one-way from their last regular work place, will be compensated for additional mileage beyond their previous normal commute distance, for a

period of one month. The provisions of this article apply only to transfers to a bureau in existence at the time of signing of this agreement.

- B) No employee shall be penalized for refusing to accept a promotion to a higher rated classification or a transfer.

ARTICLE X--HOURS OF WORK

- A) The work week shall be forty (40) hours beginning 11:30 p.m. Sunday, so divided as to meet the needs of the Employer.
- B) The workday on the day shift shall be eight (8) hours exclusive of a lunch period of no more than one (1) hour.
- C) The night shifts shall be eight (8) hours, inclusive of a half (1/2) hour paid on-duty lunch period. Night shifts are shifts beginning between 3:30 p.m. and 3 a.m.
- D) Work in excess of forty (40) hours in a week or eight (8) hours in a day for all employees shall be compensated at one and a half (1 1/2) the employee's straight time hourly rate of pay.
- E) Overtime shall be worked only when specifically required by the Employer and authorized in advance.
- F) Employees called back to work before ten (10) hours have elapsed since the end of their last shift shall be paid a minimum of four (4) hours, including travel time, at the overtime rate, and their schedule may be adjusted to fit prevailing conditions.
- G) A schedule of work for employees will be posted by the Employer ten (10) calendar days ahead which will provide for at least ten (10) hours between shifts; provided, the Employer reserves the right to adjust the schedule to fit prevailing conditions without penalty. The Employer will notify employees of changes in their work schedule before the end of the shifts before such schedule is changed.
- H) The Employer will make every effort to schedule days off consecutively.
- I) Seniority will be a consideration in the assignment of shifts.

ARTICLE XI--LEAVES OF ABSENCE

- A) The Employer may, at its discretion, grant personal leaves of absence to employees for a time certain, to be determined by the employee and the Employer.
- B) If an employee is elected or appointed to a position in The Newspaper Guild, or a local of The Newspaper Guild, such employee shall be given a leave of absence not to exceed three (3) months and shall be reinstated in the same or comparable position upon expiration of such leave. At least two (2) weeks notice of such leave must be given in writing to Bay City News Service.
- C) A leave of absence upon request shall be granted to a maximum of one (1) employee elected or appointed as a delegate to a convention of The Newspaper Guild for a period of time equal to the length of the convention plus travel time. At least two (2) weeks notice of such leave must be given in writing to Bay City News Service.
- D) Maternity leave of up to six (6) months without pay shall be granted upon request of an employee.
- E) Leaves of absence for military service shall be available to employees pursuant to the Universal Military Training and Selective Service Act, as amended.
- F) Three (3) workdays bereavement leave with pay and two (2) workdays bereavement leave without pay shall be granted to an employee to attend the funeral of a member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, child, spouse or grandparents.
- G) An employee with at least one (1) year of employment, required to report for jury service on a day the employee normally would have been scheduled to work any shift, shall be paid for a maximum of five (5) days of such jury service in a calendar year at the employee's regular straight time rate of pay minus any pay received as such jury person. 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 the Personnel Manager or the business office in writing of the call to jury service within 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 the Personnel Manager or the business office promptly on the Monday following by telephone or otherwise), and then must furnish a statement of jury service from the clerk of the court.
- H) Leaves of absence shall be without pay unless specifically set forth otherwise herein.

- I) Leaves of absence shall not be counted as time worked but shall be counted as service time for the purpose of vacation, sick leave, and wages to a maximum of three months in any one calendar year.

ARTICLE XII--HOLIDAYS

- A) Regular full-time employees who have completed one (1) year of continuous service and who are regularly scheduled to work thirty (30) or more hours per week shall be entitled the following paid holidays: Christmas Day (or another day of the employee's choice which will be scheduled according to the same guidelines used for floating holidays, outlined below), the day observed as Independence Day, Labor Day, Thanksgiving, Memorial Day, New Year's Day, President's Day and a floating holiday of the employee's choice, scheduled according to the following guidelines:
 - 1) Floating holidays will be scheduled by agreement between the employee and the Employer.
 - 2) By December 31 of each year the Employer shall post a calendar of available days and weeks of floating holidays for the following year. Employees shall designate their preference for floating holiday time on the calendar. The Employer shall determine the number of employees on floating holiday at any one time and may block out periods completely for floating holiday time.
 - 3) If there exists a dispute between employees for a specific floating holiday time off, the employee with the greater seniority shall have priority for the first thirty (30) days after the posting of available days.
 - 4) Employees who sign up or change their floating holiday after the available days have been posted for thirty (30) days will be given priority for open weeks or days in the order that they sign up.
 - 5) Employees who don't take a floating holiday within an employment anniversary year shall be paid one day's pay in lieu of the floating holiday. Payment shall be made within 30 days of the end of the employment anniversary year.
- B) Eligible employees who are not required to work but who are regularly scheduled to work on the day that the aforementioned holiday falls, shall be paid their straight time rate for the shifts.

- C) An employee who is scheduled to work on a shift beginning after 3:29 p.m. on Christmas Eve shall be paid double time for hours worked, in addition to holiday pay, if eligible. If for any reason an employee's shift should start after 1:00 p.m. but before 3:30 p.m. on Christmas Eve, the employee shall be paid at the straight time rate until 3:30 p.m., and paid at double time after 3:30 p.m., in addition to holiday pay, if eligible, and if the employee's shift exceeds eight hours, he/she shall be paid at time and a half for time worked between 1:00 and 3:30 p.m. An employee scheduled to work on Christmas Day shall be paid double time for all hours worked prior to 11:15 p.m. in addition to holiday pay, if eligible.
- D) Employees who are scheduled to work on shifts beginning after 3:29 p.m. on New Year's Eve and before 3:30 p.m. on New Year's Day shall be paid one and a half (1 and 1/2) times their straight time hourly rate for all hours worked.
- E) Employees who are scheduled to work on the day observed as Independence Day, Thanksgiving Day, Labor Day and Memorial Day and President's Day on shifts beginning between 11:15 p.m. on the day before the aforementioned holiday, and 3:30 p.m. of the holiday, shall be paid time and one half for all hours worked.
- F) Employees who have worked part-time for one (1) continuous year and are made full-time -- thirty (30) or more hours per week--shall become eligible for holiday pay after six (6) months continuous service as full-time employees.

Employees who have worked part-time for two (2) continuous years and are made full-time -- thirty (30) or more hours per week -- shall immediately become eligible for holiday pay.
- G) Employees who are eligible for holiday pay and do not work the holiday shall have holiday hours counted within the forty (40)-hour work week before overtime becomes payable.

ARTICLE XIII--SICK PAY

- A) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for seven (7) days of sick leave per year after one (1) year of continuous service. Sick leave is to be used for bona fide illness or accident which disables the employee from reporting to work on a scheduled work day, or to care for family members or the employee's designee. A doctor's certificate of disability may be required,

but there is no limit to the amount of accrued sick leave that may be used each year.

- B) Regular full-time employees shall be entitled to four (4) days sick pay from the completion of their probation period until their first anniversary date. Full-time employees shall be entitled to one (1) day of sick pay during the probationary period.
- C) Unused sick leave may be accumulated from year to year, not to exceed twenty-four (24) days. Sick leave shall be integrated with Worker's Compensation or Unemployment Disability payments to the extent that employees shall not receive more than they would have received had they been working.
- D) Any unused sick pay over 10 days may be cashed out once a year, during the month of June.
- E) Employees who have at least one (1) year of continuous part-time service, upon becoming full-time, shall immediately become eligible for three (3) days sick pay. If such employees remain full-time, they will become eligible for seven (7) seven days sick pay on their next anniversary date.
- F) Part-time employees who have completed the probationary period shall be entitled to twelve (12) hours sick pay per year.
- G) "To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this Agreement"

ARTICLE XIV--PART TIME AND TEMPORARY EMPLOYEES

- A) Part-time employees shall be employees who are scheduled to work less than thirty (30) hours per week.
- B) Part-time employees shall be eligible for benefits only insofar as specifically set forth in each provision of this agreement.
- C) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months.

ARTICLE XV--EXPENSES

- A) Employees shall be reimbursed for out-of-pocket expenses authorized by the Employer.
- B) Employees required to use their automobile in the pursuit of the employer's business shall be compensated at the IRS standard mileage rate. Mileage payments may be increased by the Employer at its discretion.

ARTICLE XVI--VACATIONS

- A) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week – shall be eligible for eight (8) days of paid vacation per year after one (1) year of continuous service.
- B) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for ten (10) days of paid vacation per year after two (2) years of continuous service.
- C) Regular full-time employees--those regularly scheduled to work thirty (30) or more hours per week—shall be eligible for fifteen (15) days of paid vacation per year after three (3) years of continuous service.-
- D) Vacations will be scheduled by agreement between the employee and the Employer.
- E) By December 31 of each year the Employer shall post a calendar of available days and weeks of vacations for the following year. The employees shall designate their preference for vacation time on the calendar. The Employer shall determine the number of employees on vacation at any one time and may block out periods completely for vacation time.
- F) If there exists a dispute between employees for a specific time off, the employee with the greater seniority shall have priority for the first thirty (30) days after posting.
- G) Employees who sign up or change their vacations after thirty (30) days will be given priority for open weeks or days in the order that they sign up.
- H) Vacations of five (5) days may, at the discretion of the employee, be scheduled for the five days falling within the regularly scheduled days off of the employee.
- I) When a holiday occurs during the vacation period, the paid vacation shall be extended by one (1) work day.

J) Employees who have at least one (1) year of continuous part-time service, upon becoming full-time, shall immediately become eligible for three (3) days vacation pay. If such employees remain full-time, they will become eligible for five (5) days vacation pay per year on their next anniversary date, ten (10) days per year on the next following anniversary date and fifteen (15) days on their third anniversary date after the year they became full-time.

K) Employees may accumulate vacation to a maximum of twenty (20) days. Earned and unused vacation pay over ten (10) days may be paid to an employee in cash.

L) Upon termination of employment an employee shall receive earned but unused vacation pay.

ARTICLE XVII--WAGES

- A) The minimum pay schedule for new employees hired after March 31, 2007 shall be as follows:

EXPERIENCE	EFFECTIVE 4/1/2007	EFFECTIVE 4/1/2008	EFFECTIVE 4/1/2009
	3.25%	3.25%	3.25%
LESS THAN 1 YEAR	\$436.02	\$450.19	\$464.82
MORE THAN 1 YEAR	\$449.11	\$463.71	\$478.78
MORE THAN 2 YEARS	\$462.58	\$477.61	\$493.14
MORE THAN 3 YEARS	\$476.46	\$491.94	\$507.93
MORE THAN 4 YEARS	\$490.75	\$506.70	\$523.17
MORE THAN 5 YEARS	\$505.47	\$521.90	\$538.86
MORE THAN 6 YEARS	\$520.64	\$537.56	\$564.44

Following the successfully completed probationary period, the employee's hourly rate shall be increased by fifty cents (\$0.50) per hour.

- B) Between April 1, 2007 and March 31, 2008, incumbent employees shall receive a 4.25 percent increase in base pay (not including any merit pay) effective on the employee,s anniversary date. Between April 1, 2008 and March 31, 2010, incumbent employees shall receive a 4 percent increase in base pay (not including any merit pay) each year, effective on the employee,s anniversary date
- C) The election news editor shall be paid a one hundred ten dollar (\$110) premium for coverage of each election.
- D) Employees who work the desk on shifts beginning between 3:30 p.m. and 11:14 p.m. shall receive a shift premium of one dollar and Seventy five cents (\$1.75) per hour.
- E) Employees who work on shifts beginning between 11:15 p.m. and 3 a.m. shall receive a premium of two dollars (\$2.00) per hour.
- F) Employees who work as the day shift assignment editor shall be entitled to a differential of two dollars and twenty-five cents (\$2.25) per hour for all hours worked or the appropriate pro-rata amount for any part of an hour worked as day shift assignment editor. Such employees working on weekend days shall be entitled to a differential of one dollar and seventy-five cents (\$1.75) per hour.

- G) The employer may increase wages of individual employees over and above the minimums set forth herein in timing and amount at its sole discretion.

ARTICLE XVIII--MISCELLANEOUS

- A) Company Cars. Company cars supplied by the Employer shall be equipped with seat belts for the driver and the front seat passenger and employees shall be required to use them at all times while operating the vehicle.
- B) Clean House. The Employer shall provide a properly lighted, clean, ventilated and heated work area. The Employer shall provide premises in conformity with federal, state and local health and safety laws and regulations.
- C) Voice. The Guild may designate a committee of its own choosing to take up with the Employer any matter affecting the relations of an employee with the Employer not covered in this agreement. The Employer agrees to meet with the committee at reasonable times to discuss such matters and such matters shall not be subject to the grievance procedure.
- D) VDTs. The Employer shall, at least once every ninety (90) days, have its video display terminals checked to ensure they are in focus and operating properly.
- 1) The Employer and the Guild agree to establish a joint ergonomics committee which will meet quarterly, if deemed necessary by either party, to address ongoing concerns. Suggestions by both parties will be given equal consideration.
 - 2) The establishment of this committee does not commit the Employer to any particular course of action or to incur any expense as a result thereof. Matters brought up and discussed by this committee shall not be subject to Article VI—Grievance Procedure.
- E) Bulletin Board. The Employer will supply a 2' x 3' space on the wall for a bulletin board for official union business notices.
- F) Parking. The employer shall provide one parking space in the Fox Plaza garage, to be used by employees working the overnight shift. Employees will make their own arrangements for sharing the garage access card between overnight shift workers.

- G) Employee Recognition. The work product of each employee shall be transmitted with a sign-off line including the primary author's first and last name. At the sole discretion of the Employer, an authorship attribution as a byline preceding a wire transmittal may be used as a substitution for the sign-off attribution. The Employer and the Union will work together to resolve any problems that may arise due to the use of sign-off attributions such as story length, story content and the practicality of use in the day-to-day operations of the Employer.
- H) The employer agrees to provide a pre-tax commuter check service in which employees can elect to receive transit vouchers instead of pay. Employees who request this service will be required to provide a two-month continuing commitment to the program during their employment. Two months advance notice will be required to opt out of the program.
- I) 401 (K). The Employer agrees to participate in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 401(k) for certain tax-exempt, Employee contributory plans.

The Employer agrees to:

- 1) timely execute the Plan's Subscriber Agreement
- 2) timely pay that portion of their wages that Employees elect to pay into the Plan on the form provided by the Plan; and
- 3) provide employees with the option of enrolling in the Supplemental Income 401(k) Plan
- 4) pay the \$1 monthly account fee for each employee who elects to participate in the plan. The total due for all employees will be aggregated and paid quarterly.

All employees who have successfully completed the probationary period are eligible for enrollment.

- J) The Employer agrees to establish direct deposit for employee paychecks for employees who wish to participate.

ARTICLE XIX--HEALTH INSURANCE

The Employer shall provide a health, dental and vision insurance program which shall be available to employees who are scheduled to work thirty (30) or more hours per week. The Employer will bear the cost of the premiums for the plans.

Eligibility and benefits shall be provided pursuant to the plans, which may be changed from time to time at the employer's discretion.

A. HEALTH PLAN--

Under the health plan employees will be responsible for the first \$100 of the plan's annual \$500 deductible toward covered medical expenses. After the first \$100 portion of the deductible has been met, the Employer will pay the next \$400 in claims, provided such claims have been approved by the insurance company as eligible toward the \$500 deductible.

Once the plan's total \$500 deductible has been met (\$100 by the employee and \$400 by the Employer), the insurance company will pay most eligible claims at 80 percent up to \$7500 and 100 percent after that. **See copy of plan for exact details. Employees who elect to cover dependents shall pay the additional cost of dependent coverage.

CAPSULE DESCRIPTION

\$500 Deductible Plan

For Most Covered Benefits

Employee pays first \$100 deductible.

Provides 80% coverage from \$500 to \$7500. *

Company pays remaining \$400 deductible.

Provides 100% coverage above \$7500.*

*see copy of plan for further details

B. VISION PLAN--

Under the vision plan, employees will be responsible for a \$10 annual deductible. After the \$10 deductible has been met, the following services and products are available at the scheduled fee:

<u>SERVICE</u>	<u>BENEFITS WITH VISION PANEL DOCTOR</u>	<u>MAXIMUM COVERED EXPENSE WITH NON-PANEL DOCTOR</u>
ANNUAL VISION EXAMINATION	100% COVERED	\$35.00 -- PATIENT PAYS REMAINDER
FRAME	100% COVERED	\$30.00 -- PATIENT PAYS REMAINDER
SINGLE VISION LENS	100% COVERED	\$12.50 -- PER LENS PATIENT PAYS REMAINDER
BIFOCAL LENS	100% COVERED	\$20.00 -- PER LENS PATIENT PAYS REMAINDER
TRIFOCAL LENS	100% COVERED PATIENT PAYS REMAINDER	\$25.00 -- PER LENS
LENTICULAR LENS	100% COVERED	\$50.00 -- PER LENS PATIENT PAYS REMAINDER
CONTACT LENSES	100% COVERED NECESSARY(++)	\$125.00 -- PER LENS PATIENT PAYS REMAINDER
CONTACT LENSES COSMETIC(++)	100% COVERED	\$50.00 -- PER LENS PATIENT PAYS REMAINDER

++PAYMENT FOR CONTACT LENSES IS MADE IN LIEU OF ALL OTHER CHARGES. SEE COPY OF PLAN FOR EXACT DETAILS

Employees who elect to cover dependents under the vision plan shall pay the additional cost of dependent coverage.

C. DENTAL PLAN--

**DIRECT REIMBURSEMENT DENTAL PLAN
FOR BAY CITY NEWS SERVICE EMPLOYEES**

SUMMARY PLAN DESCRIPTION

Effective May 1, 2000, the employer shall provide and administer a program for direct reimbursement of dental expenses to employees regularly scheduled to work 30 or more hours per week.

On the first day of the first month following 90 days of employment, Bay City News Service will reimburse you for dental expenses according to the terms and conditions of the Bay City News Service Direct Reimbursement of Dental Expenses Plan.

PLAN ADMINISTRATOR:

Wayne Futak
Bay City News Service
1390 Market Street, Suite 324
San Francisco, CA 94102
(415) 552-8900

REIMBURSABLE EXPENSES:

Generally, any dental expense is reimbursable unless it is a cosmetic procedure or is covered under another health insurance plan or workers compensation plan.

REIMBURSEMENT AMOUNT:

Each calendar year Bay City News Service pays a portion of your dental expenses, and you pay a portion, according to the following schedule:

Annual Amount of Dental Expense:	Employer Share:	Employer's Employee Share:	Annual Share
First \$100	100%	0%	\$100
Next \$500	80%	20%	\$400
Over \$600	0%	100%	-----
		TOTAL:	\$500/YEAR

HOW TO APPLY FOR REIMBURSEMENT:

First, an employee will visit any dentist or orthodontist and pay for treatment. Next, the employee will obtain a claim form for reimbursement from the Bay City News business office, attach the dentist's invoice and send or deliver the claim to the Plan Administrator.

The Plan Administrator will determine whether all or any portion of the claim is reimbursable and will pay any reimbursable amounts within two weeks of the date of the request for reimbursement.

If reimbursement is denied, the Plan Administrator will provide written notice of denial. An employee who disagrees with this decision must, within 15 days, give the Plan Administrator written notice of the reasons why they believe the decision may be incorrect, and the Plan Administrator will again review the application for reimbursement and mail a final written decision to the employee.

The last day to apply for reimbursement is 30 days from the last day of the calendar year in which the dental expense was incurred.

Employees forfeit dental benefits upon termination of employment.

ARTICLE XX--MANAGEMENT RIGHTS

- A) It is axiomatic that the Employer retain all management rights not expressly forbidden by statutory law and this agreement.
- B) Management rights are given up only to the extent evidenced in this agreement.
- C) For the purposes of this agreement, management rights include, but are not limited to:
 - 1. The management of Bay City News Service and the direction of its working forces, including the right to hire, promote, demote, transfer, discipline, suspend, lay off, or discharge and to determine employee competency;
 - 2. The maintenance of order and efficiency;
 - 3. The right to determine the type and quantity of equipment to be used in manufacturing its products;
 - 4. The right to establish standards of quality;
 - 5. The right to determine how the product will be produced and;
 - 6. The right to make and enforce rules to assure an orderly and efficient operation.

ARTICLE XXI: DURATION AND RENEWAL

This contract shall commence on the thirty-first day of March, 2007, and expire on the thirty-first day of March, 2010, as described in the Preamble of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates indicated below.

FOR:

FOR:

NORTHERN CALIFORNIA
SERVICE
MEDIA WORKERS GUILD/
TYPOGRAPHICAL UNION

BAY CITY NEWS

By _____ Date: _____
Erin Tyson Poh

By _____ Date: _____
Marcia Fogel__

By _____ Date: _____

By _____ Date: _____
Richard Fogel____

By _____ Date: _____
Jeff Shuttleworth

By _____ Date: _____
Wayne Futak_____

By _____ Date: _____
Doug Cuthbertson

By _____ Date: _____
Jim Beard

ADDENDUM TO 2007–2010 AGREEMENT
between Bay City News Service and the
Northern California Media Workers Guild

This note codifying existing Employer procedures regarding holiday pay (Article XII-HOLIDAYS) is hereby made part of the 2004-2007 Agreement between Bay City News Service and the Northern California Media Workers Guild.

I. The six holidays listed below are all treated the same: Eligible employees (full-time, more than one year) are entitled to the day off, depending on scheduling needs. Any employee required to work one of these holidays gets time-and-one-half for all hours worked for shifts beginning between 11:15 p.m. the day before and 11:14 p.m. on the actual day.

Eligible employees who are required to work one of these holidays can take another day off in lieu.

President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving

New Year's Eve/New Year's Day (same as the five above, except that premium pay begins on the New Year's Eve swing shift and continues until the start of the swing shift on New Year's Day).

II. There are special rules for the Christmas holiday. Eligible employees (full-time, more than one year) are entitled to the day off, depending on scheduling needs. Any employee required to work Christmas gets double-time for all hours worked for shifts beginning between 3:30 p.m. on Christmas Eve and 11:14 p.m. on Christmas Day. If an employee works on a shift on Christmas Eve which starts after 1 p.m., then all hours worked after 3:30 p.m. will be at the double-time rate.

Eligible employees who are required to work Christmas can take another day off in lieu.

III. Floating holiday(s): Scheduling restrictions apply; See Agreement for details.

FOR:

**NORTHERN CALIFORNIA
MEDIA WORKERS GUILD/
TYPOGRAPHICAL UNION**

By _____
Erin Tyson Poh
By _____
Doug Cuthbertson
By _____
Jeff Shuttleworth

FOR:

BAY CITY NEWS SERVICE

By _____
Wayne Futak
By _____
Marcia Fogel
By _____
Dick Fogel

**ADDENDUM TO 2007–2010 AGREEMENT
between Bay City News Service and the
Northern California Media Workers Guild**

**“DESIGNATED PERSON” FORM
FOR PAID SICK LEAVE**

Under this Agreement, employees may use paid sick leave when they or a member of their family are ill or injured or for the purpose of receiving medical care, treatment, or diagnosis.

In addition to using paid sick leave as specified above, if an employee has no spouse or registered domestic partner, he or she may designate one person for whom the employee may use paid sick leave to aid or care for the person.

The Employer must offer the opportunity to make a designation no later than 30 work hours after the date paid sick leave begins to accrue. Employees have 10 work days to make this designation, and thereafter do not have the right to make or change the designation until next offered by the employer. The employer must offer the opportunity to make or change the designation on an annual basis, again with a window of 10 work days for the employee to make or change the designation.

Employee Name:

Name of Designated Person:

I certify that I have no spouse or registered domestic partner. I designate the person listed above as my Designated Person for whom I may use paid sick leave pursuant to this Agreement. I understand that if I have a spouse or registered domestic partner in the future, I will no longer be able to use paid sick leave to care for my Designated Person.

Employee Signature:	Date:
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FOR:

FOR:

**NORTHERN CALIFORNIA
MEDIA WORKERS GUILD/
TYPOGRAPHICAL UNION**

By _____
Erin Tyson Poh

By _____
Doug Cuthbertson

By _____
Jeff Shuttleworth

BAY CITY NEWS SERVICE

By _____
Wayne Futak

By _____
Marcia Fogel

By _____
Dick Fogel