

AGREEMENT

between

**SAN FRANCISCO - OAKLAND
NEWSPAPER GUILD**

LOCAL 52, AMERICAN NEWSPAPER GUILD

Affiliated with

the Congress of Industrial Organizations
and

**SAN FRANCISCO NEWSPAPER
PUBLISHERS' ASSOCIATION**

(comprising)

Oakland Post-Enquirer
San Francisco Call-Bulletin
San Francisco Chronicle
San Francisco Examiner
San Francisco News

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NEWSPAPER GUILD**

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AGREEMENT

THIS AGREEMENT, by and between San Francisco Newspaper Publishers' Association, as the representative and authorized agent of Chronicle Publishing Company, Publisher of San Francisco Chronicle; Hearst Publications, Inc., for the San Francisco Examiner Department thereof; Daily News Company, Ltd., Publisher of San Francisco News; Hearst Publications, Inc., for the San Francisco Call-Bulletin Department thereof; Hearst Publications, Inc., for the Oakland Post-Enquirer Department thereof, hereinafter referred to collectively as the "Publishers" and individually as the "Publisher" and the San Francisco-Oakland Newspaper Guild, a local chartered by the American Newspaper Guild, hereinafter referred to as the "Guild", for itself and on behalf of all of the employees of the publisher in the editorial and commercial departments, including advertising, business office, inside circulation office and clerical employees (other than employees in the circulation department doing executive supervisory work under the circulation manager); except those employees specifically hereinafter mentioned.

WITNESSETH:

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

Section 1. All of the conditions and benefits contained in this agreement shall apply to all employees who now are or hereafter during the life of this agreement may be employed in the aforementioned departments of the aforementioned newspapers, except such employees as are otherwise specifically provided for in this agreement.

Section 2. GUILD SHOP. (a) Not fewer than nine (9) out of ten (10) employees coming under the terms of this contract and hired after the effective date thereof shall apply for membership in the Guild. In the event of failure to become a member within thirty (30) days of the start of his employment, the employee shall, upon formal notice from the Guild, be discharged. All employees who are now, or who may become members of the Guild, shall remain members in good standing during the life of this contract.

(b) If any Guild member shall lose good standing by falling one (1) month in arrears in Guild dues or

assessments, or one (1) month in the payment of any fine after he shall have exhausted or abandoned his recourse under the ANG Constitution, the Publisher shall, upon formal notice from the Guild, discharge said employee.

(c) Any member of the Guild who loses good standing for any reason other than non-payment of financial obligations as outlined in paragraph (b) shall, upon expulsion from the Guild, be immediately discharged upon formal notice from the Guild.

(d) The Guild agrees that it will admit to membership and retain in membership any employee qualified according to the Constitution of the American Newspaper Guild and by-laws of the local Guild.

(e) The Publisher shall furnish to the Guild in writing within a week after their employment or transfer the names, addresses, telephone numbers, date of hiring or transfer, contract classifications and job experience rating of persons hired or transferred into the Guild's jurisdiction after the effective date of this contract.

(f) Any employee who is discharged under the provisions of paragraphs (a), (b), and (c) shall receive no dismissal pay.

(g) Discharges under this section shall not be subject to review by the Board of Arbitration.

Section 3. DISCHARGES. (a) Discharges may be either (1) for good and sufficient cause, or (2) to reduce the force. The term "reduce the force" as used herein shall be construed as synonymous with discharges for economy. In any case where the Publisher contemplates the discharge of an employee with forty-five (45) or more days of continuous and uninterrupted service, as hereinafter defined, such employee shall be given two (2) weeks' notice (or two (2) weeks' pay in lieu thereof) with copy to the Guild, so that the Grievance Committee may consult with the Publisher on the case; provided however, that in the event of discharge for gross misconduct or in the case of an employee with less than forty-five (45) days of continuous and uninterrupted service, the employee may be laid off immediately without notice.

(b) Discharges for reasons other than to reduce the force shall be subject to review by the Board of Arbitration.

tration provided for herein, and, in the event that the Board of Arbitration orders reinstatement, the dismissed employee shall be reinstated to his position, with full back pay for the period from date of discharge to date of reinstatement and with service record unimpaired. This section shall not be construed in any manner which provides dismissal pay in addition to compensation.

(c) The prerogative of the Publisher to discharge to reduce the force shall be maintained. At least two (2) weeks in advance of the effective date of such discharges, the Publisher will notify the Guild, so that, if requested by the Guild there may be consultation for the purpose of considering possible means by which the hardship of such discharges may be alleviated. Discharges to reduce the force shall not be subject to review by the Board of Arbitration.

(d) There shall be no discharges solely because of the signing of this contract or because of modifications in the event of annual reopening.

(e) Upon dismissal, an employee making written request within eighty-four (84) hours shall receive in writing from the Publisher or his representatives, a statement of the cause of his discharge.

Section 4. NORMAL WORK. (a) There shall be no imposition of unreasonable duties upon any employee, constituting in fact a speedup. It is mutually agreed that the Publisher is entitled to service for the full unit of hours as prescribed in the contract constituting a day's or night's or week's work.

Section 5. REHIRING LIST. (a) When the Publisher makes discharges other than for cause only Guild members shall be placed upon a rehiring list, without priority or seniority. Throughout the life of this contract, no person—other than for positions excluded from this contract—shall be hired by the Publisher except from his rehiring list unless same is exhausted with respect to the general type of work for which an additional employee is desired.

(b) If the Publisher needs some person with special qualifications not possessed, in the opinion of the Publisher, by any person on the rehiring list, he may go outside the list, with notification to the Guild. Disputes, if any on this point, to be adjudicated by the Board of Arbitration.

(c) The Publisher shall supply to the Guild the names of those persons who are placed upon the rehiring list, with the date of their discharge, and the Publisher shall notify the Guild when persons are hired from such list.

(d) Guild members who have signed temporary replacement cards for employment because of enlistment and conscription of regular employees, shall also be placed on the rehiring list when discharged upon the return of the original employee from war service, provided, this paragraph shall not be construed as requiring the Publisher to retain in employment, or to rehire, any person of substandard competency or physical condition whose temporary employment was necessitated by the war emergency.

Section 6. NO DISCRIMINATION. (a) There shall be no discrimination against any employee because of his membership or activity in the Guild.

(b) It is understood that wherever the masculine gender is used in this contract, it shall be construed to mean both sexes.

Section 7. DISMISSAL PAY. (a) When an employee other than those exempted from the terms of this contract as herein provided is discharged, he shall receive a cash dismissal payment in a lump sum in accordance with the following schedule for years of continuous and uninterrupted employment:

Less than six months employment.....	None
Six months and less than one year.....	2 weeks
One year and less than one and one-half years	3 weeks
One and one-half years and less than two years	4 weeks
Two years and less than two and one-half years.....	5 weeks
Two and one-half years and less than three years.....	6 weeks
Three years and less than three and one-half years.....	7 weeks
Three and one-half years and less than four years.....	8 weeks
Four years and less than four and one-half years.....	9 weeks

Four and one-half years and less than five years.....	10 weeks
Five years and less than five and one-half years.....	11 weeks
Five and one-half years and less than six years.....	12 weeks
Six years and less than six and one-half years.....	13 weeks
Six and one-half years and less than seven years.....	14 weeks
Seven years and less than seven and one-half years.....	15 weeks
Seven and one-half years and less than eight years.....	16 weeks
Eight years and less than eight and one-half years.....	17 weeks
Eight and one-half years and less than nine years.....	18 weeks
Nine years and less than nine and one-half years.....	19 weeks
Nine and one-half years and less than ten years.....	20 weeks
Ten years and less than ten and one-half years.....	21 weeks
Ten and one-half years and less than eleven years.....	22 weeks
Eleven years and less than eleven and one-half years.....	23 weeks
Eleven and one-half years and less than twelve years.....	24 weeks
Twelve years and less than twelve and one-half years.....	25 weeks
Twelve and one-half years and less than thirteen years.....	26 weeks
Thirteen years and less than thirteen and one-half years.....	27 weeks
Thirteen and one-half years and less than fourteen years.....	28 weeks
Fourteen years and less than fourteen and one-half years.....	29 weeks
Fourteen and one-half years and over	30 weeks

(b) From the dismissal pay the Publisher may deduct any levy or tax to which the employee is subject under local, state or federal legislation.

(c) Dismissal pay shall be computed at the highest weekly salary (exclusive of bonuses and payments for special work) for the fifty-two (52) weeks previous to discharge, except that, in the case of employees paid in whole or in part by commissions, dismissal pay shall be computed at the average weekly salary and commissions (exclusive of bonuses and payments for special work) for the fifty-two (52) weeks previous to discharge. The years of continuous and uninterrupted employment provided herein shall mean the total consecutive and uninterrupted years of service with any Hearst newspaper (or service solely with Scripps-Howard newspaper and San Francisco News), provided dismissal pay has not previously been paid, and provided that breaks in service on the San Francisco Examiner, San Francisco Call-Bulletin, and the Oakland Post-Enquirer, and breaks in service of not more than six (6) months with any Hearst newspaper (or service solely with Scripps-Howard newspaper, and San Francisco News), when occasioned by a discharge for reasons for which the employee was not responsible, shall not be regarded as an interruption in service.

(d) In the event of the death of any employee with six (6) or more months of service, the Publisher agrees that the beneficiaries of the deceased, designated by the employee in writing in advance, shall be paid a sum equivalent to that which the deceased would have been paid had he been discharged under the terms of this contract, but in no event less than five hundred dollars (\$500.00), less any legal costs or expenses caused the Publisher in making said payment.

(e) Dismissal pay need not apply to an employee discharged for dishonesty or in case of self-provoked discharge, for the purpose of collecting dismissal pay.

Section 8. OVERTIME. (a) Overtime, as specified elsewhere in this contract, shall be paid for in cash at the rate of time and one-half.

Section 9. SICK LEAVE. (a) The past policy of granting sick leave or disability leave with pay shall be continued. For the period the sick or disabled employee is continued on the payroll, the Publisher may

deduct the amount received by an employee under local, state or federal legislation in lieu of earnings.

(b) It is a prerogative of the Publisher to require at time of employment a certificate of good health by a doctor or doctors designated by the Publisher, and the employees claiming benefits under this section shall, upon request, submit to an examination by such doctor or doctors.

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

Section 10. TRANSFERS. (a) No employee shall be transferred by the Publisher to another Hearst enterprise without the employee's consent, and payment of transportation expenses and a sum mutually agreeable to cover other moving expenses of himself and family. (No employee shall be transferred by the Publisher to another associated enterprise without the employee's consent, and payment of transportation expenses and a sum mutually agreeable to cover the other moving expenses of himself and family.) There shall be no reduction in salary or impairment of accrued contract rights as a result of such transfer. This section shall not apply to persons working under personal service contracts with the Publisher which provide for such transfer.

Section 11. ADJUSTMENT OF DISPUTES. (a) A Grievance Committee, designated by the Guild, shall be established to settle amicably with the Publisher or his representatives all grievances arising under this contract.

(b) In the event of failure to adjust the dispute within thirty (30) days after initiation of the grievance procedure, it shall, upon motion of either party, be referred to the Executive Committee of the Guild and the Publisher or his authorized representatives in a further effort to settle the dispute.

(c) If the Executive Committee and the Publisher cannot reach mutual agreement within five (5) days (this time may be extended by mutual agreement) from the date on which a dispute is first considered by them, the two sides shall, upon motion of either side, appoint two (2) representatives each, to constitute a Board of Arbitration and select a fifth member from the panel of three (3) arbitrators set up hereinafter,

who shall act as Chairman of said Arbitration Board. In the event of a deadlock in the selection, the arbitrator shall be chosen by lot.

(d) The Board of Arbitration thus formed shall proceed with all dispatch to settle the dispute and shall render a decision within thirty (30) days after the case has been presented, unless both parties agree to an extension thereof. Rules of procedure shall be determined by the Board of Arbitration.

(e) It shall require the affirmative vote of a majority of the Board to decide the issues and, when signed by such majority, the decision shall be binding on the parties hereto. Any expense incurred jointly through arbitration shall be shared equally by the Publisher and the Guild.

(f) In case of a vacancy on the Arbitration Board from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation the vacancy occurs. Either party may at any time make substitution for either of its appointees on the Board of Arbitration.

(g) The panel of three (3) arbitrators herein shall be selected by agreement of the parties within thirty (30) days after signing of this contract. If the panel of three (3) has not been completed within the time limit provided, the selection shall, upon motion of either party, be made by.....

(h) All disputes arising out of this contract, not otherwise settled by the parties and not specifically excluded from the jurisdiction of the Board of Arbitration, shall be adjudicated by the Board of Arbitration.

(i) Renewal of this contract shall not be a dispute under the jurisdiction of the Board of Arbitration.

Section 12. LEAVES OF ABSENCE. (a) By arrangement with the Publisher, employees may be granted leaves of absence. Such leaves shall not constitute breaks in continuity of service, but shall not be construed as service time.

(b) In the event an employee is elected or appointed to any American Newspaper Guild office, or office of a local of the American Newspaper Guild, such employee shall be given a leave or leaves of absence should he request such leave, and he shall be reinstated in the same

position upon expiration of such leave. The number of employees on leave under this paragraph shall be limited to three (3) at any one time, except by mutual consent. Such leaves shall not be construed as service time. The foregoing shall also apply to delegates elected to the ANG and CIO conventions, both national and local, or to delegates to the Hearst Chain Council meetings of the American Newspaper Guild, or to delegates to the Scripps-Howard Chain Council of the American Newspaper Guild. Right to reinstatement shall terminate in the event that the employee on leave engages in gainful employment other than as an employee of the Guild.

(c) Any employee who has been not less than five continuous years in the employ of the Publisher shall be given, at the employee's request, a leave of absence not to exceed six (6) months, without pay. Such leaves shall not constitute a break in employment, though the time spent on the leave shall not be counted in computing dismissal pay. The number of employees to be on leave at any one time shall be subject to mutual agreement between the Publisher and the Guild.

(d) Maternity leave of six (6) months without pay shall be granted to an employee of not less than three (3) years' service. Such leaves shall not constitute a break in employment, though the time spent on the leave shall not be counted in computing dismissal pay.

Section 13. NATIONAL EMERGENCY. (a) Any employee other than a war leave replacement employee, who is required by the United States, or any state, territory or federal district of the United States, to enter into any kind of military service which takes him out of the employment of the Publisher, or who, while the United States is at war, voluntarily enters any of the military services of the United States, or of any state, territory or federal district, or the combat merchant marine, or who has left on such service since the enactment of the Selective Service and Training Act of 1940 and the National Guard Act of 1940, shall be deemed to be an employee on leave of absence, and shall resume his position or a comparable one within two (2) weeks from date of his notice of desire to resume employment. Leaves not specifically set forth in this section may be granted only by mutual agreement of the parties hereto.

(b) Resumption of employment must be made within ninety (90) days of discharge from such service, making reasonable allowance for return to place of employment and for recovery from service disabilities; otherwise the reemployment right is waived.

(c) Time spent in the service of the United States Armed Forces by an employee other than a war leave replacement employee shall, upon resumption of employment be credited as time spent in the employ of the Publisher. Full credit shall be given for such time when computing severance pay, experience rating and other benefits stemming solely from length of service with the Publisher.

(d) In the event an employee is physically incapacitated in and at the end of such service to the extent that he is unable to carry on his former employment and the Publisher is unable to place him in other acceptable employment, he shall at the termination of such service be granted his dismissal pay as of the date he left the service of the Publisher. In the event such employee dies while in such service, the amount of dismissal pay shall be paid to his beneficiary previously designated in writing by the employee, upon receipt by the Publisher of proof of his death. In either event, the dismissal pay shall include credit for time spent in the service of the United States Armed Forces. From such payment may be deducted any legal costs imposed upon the Publisher in making such payment.

(e) An employee promoted or transferred to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted or transferred, and while such promotion or transfer is temporary, shall receive credit for his employment in the experience rating to which promoted or transferred, or in the position from which promoted, as may be mutually agreed.

(f) An employee hired as a replacement for one entering such service, shall be covered by all the provisions of this agreement, except by this military service clause, and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated dismissal pay in accordance with Section 7.

(g) An employee hired as a replacement for one entering such service—competency being equal—shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.

(h) An employee hired or promoted as a replacement for a person entering such service shall be given written notice to that effect at the time of such employment or promotion, copy of such notice to be sent to the Guild.

(i) War-leave replacement employees who left their employment for enlistment or induction into the United States Armed Forces and who, following return to civilian life, are rehired as regular employees shall receive credits in accordance with the following formula:

(1) Severance Pay credits start as of date of resumption of employment. To such credit shall be added one month of severance pay credit for each month of military service up to a maximum of one year.

(2) Experience rating shall be credited on the basis of one month's experience rating for each month of military service up to a maximum of one year. Such experience rating to be added to experience rating accumulated in the service of the Publisher prior to enlistment or induction. Such aggregate experience rating to be the basis for computing all benefits under the contract which stem from length of service with the Publisher.

(j) Vacations. All returning veterans of the United States Armed Forces to be given vacations in the first year of their employment in accordance with local contract provisions and local practices thereunder.

(k) No provision of this section need apply where the service described is terminated with dishonorable discharge.

(l) From and after the date this agreement becomes effective—and in no event retroactive—persons entering services hereinbefore enumerated shall receive four (4) weeks' pay, in addition to compensation due and pro rata vacation pay.

Section 14. DUES CHECKOFF. The Publisher

shall collect and pay to the Guild not later than the twentieth day of each month all dues and assessments lawfully levied by the Guild for the current month from each of his employees. Such dues and assessments shall be deducted from the employee's salary in accordance with a list furnished the Publisher by the Guild on the first day of each month. The Publisher shall notify the Guild of any changes in classification or step-ups in years of experience. All such deductions shall be made in conformity with local, state and federal legislation.

Section 15. ALTERNATE BENEFITS. (a) Upon reaching age sixty-five (65), or upon completion of twenty-five (25) years of continuous and **uninterrupted** service, as hereinbefore defined, or upon certification of a doctor designated by the Publisher that the employee is permanently incapacitated from discharging his duties, such employee may terminate his employment and upon written application to the Publisher shall receive a cash lump sum based on length of service as follows:

Less than five years of service.....	5 weeks
Five to ten years of service.....	10 weeks
Ten to fifteen years of service.....	15 weeks
Fifteen to twenty years of service.....	20 weeks
Twenty to twenty-five years of service.....	30 weeks
Twenty-five or more years of service.....	40 weeks

(b) Payments under this section shall be in lieu of any other terminal pay provision provided for elsewhere.

Section 16. (a) The following positions shall be exempt from all terms of this agreement:

SAN FRANCISCO CHRONICLE

Publisher
General Manager
Editor
Associate Editor
Managing Editor
Assistant Managing Editor
Business Manager
Assistant Business Manager

Secretary-Treasurer
Advertising Director
Display Advertising Manager
National Advertising Manager
Classified Advertising Manager
Circulation Manager
Auditor
Credit Manager
Promotion Manager
Production Manager
Purchasing Agent
Confidential Secretaries to Publisher and
General Manager and Business Manager.

SAN FRANCISCO EXAMINER

Publisher
General Manager
Business Manager
Managing Editor
Executive City Editor
Advertising Director
Local Display Advertising Manager
National Advertising Manager
Classified Advertising Manager
Classified Office Manager
Classified Division Managers
Chief Accountant
Assistant Chief Accountant
Credit Manager
Advertising Bookkeeping Division Manager
Circulation Bookkeeping Division Manager
Promotion Manager
Circulation Manager
Traffic Manager
Production Manager
Picture Supervisor
Purchasing Agent
Confidential Secretaries to Publisher and
Business Manager.

SAN FRANCISCO NEWS

General Business Manager
Editor
Business Manager
Assistant Business Manager
Managing Editor

Associate Editor
Advertising Director
Display Advertising Manager
National Advertising Manager
Classified Advertising Manager
Office Manager
Circulation Manager
Cashier
Credit Manager
Purchasing Agent
Confidential Secretaries to General Business
Manager, Business Manager and Editor.

SAN FRANCISCO CALL-BULLETIN

Publisher
Business Manager
Managing Editor
Chief Accountant
Assistant Chief Accountant
Credit Manager
Advertising Director
Local Display Manager
National Advertising Manager
National Advertising Sales Manager
Classified Advertising Manager
Circulation Manager
Promotion Manager
Picture Supervisor
Production Manager
Purchasing Agent
Confidential Secretaries to Publisher and
Business Manager.

OAKLAND POST-ENQUIRER

Publisher
Editor
Managing Editor
Advertising Director
Local Display Advertising Manager
National Advertising Manager
Classified Advertising Manager
Production Manager
Circulation Manager
Chief Accountant
Assistant Chief Accountant
Promotion Manager

Credit Manager
Purchasing Agent
Confidential Secretary to the Publisher

(b) The provisions of this agreement shall not apply to free lance writers, space writers, country correspondents not employed exclusively by the Publisher; nor shall it apply to display advertising commission salesmen employed on special editions, sections, or pages in accordance with past practice, which shall not be extended.

(c) Eight (8) hours within nine (9) consecutive hours shall constitute a day's work, and five (5) days shall constitute a week's work for all employees except are are otherwise provided for in this agreement.

(d) The head of each of the following editorial departments: Sports, Financial, Society, Women's, Drama, Political and Editorial Writers, shall work a forty (40) hour week so divided as to meet the requirements of their duties.

(e) The foregoing exceptions shall not prevent any person covered by Section 16 (d) from working forty (40) hours within five (5) days if such person can do so within the requirements referred to in Section 16(d).

(f) The following positions are exempt from the hours provisions of the agreement but are covered by all other terms of the agreement.

San Francisco Examiner: Assistant Managing Editor, News Editor, City Editor, Secretary to Managing Editor.

San Francisco Chronicle: Chief Editorial Writer, News Editor, City Editor.

San Francisco News: News Editor, City Editor, Assistant National Advertising Manager, Assistant Classified Advertising Manager, Head Circulation Bookkeeper, Promotion Manager.

San Francisco Call-Bulletin: Assistant Managing Editor, News Editor, City Editor, Secretary to Managing Editor.

Oakland Post-Enquirer: News Editor, City Editor.

(g) Not more than 40 hours within 5 days (exclusive of meal time) shall constitute a week's work for outside classified sales persons. The publisher may

divide the hours of outside classified sales persons during the week to meet its requirements.

Section 17. (a) All time worked in excess of the unit of hours constituting a work day or work week, as defined in this contract, shall be construed as overtime. Overtime shall be worked only when required by the publisher.

(b) 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.

(c) If an employee, having been once released from duty, is called back for overtime duty, he shall be paid for one hour at the regular rate of pay in addition to the actual overtime worked.

Section 18. VACATIONS. (a) Employees shall receive one week's vacation with pay after six months' continuous employment; 2 weeks' vacation with pay after 1 year's continuous employment. Employees who have been continuously employed for 3 years as of October 15th in the year which his vacation is scheduled shall receive 3 weeks' vacation with pay.

(b) No employee shall be required to take a vacation before April 15th or after October 15th, other than by mutual consent. Vacation schedules shall be posted at least one month in advance.

(c) Leaves of absence and sick leave granted by the publisher shall not count as breaks in continuous service in computing vacation periods, nor shall time on such leave be considered service time. Any employee discharged or who resigns after 6 months' service shall receive pro rata vacation pay.

(d) For employees compensated on a bonus or commission arrangement vacation pay shall be based on the weekly pro rata of their average straight time earnings for the previous 12 months.

Section 19. HOLIDAYS. (a) All time worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be considered as overtime. Employees required to work on any of the aforementioned holidays shall receive com-

pensation of not less than five (5) hours and twenty (20) minutes pay at time and one-half in addition to their regular weekly pay.

(b) Overtime on holidays shall be compensated for on the basis that overtime is paid for on an ordinary working day.

(c) Employees whose regular day off falls on a holiday or whose vacation time includes a holiday, shall be compensated by receiving an additional day off at another date, to be arranged by mutual agreement.

Section 20. (a) Except as modified by the terms of this agreement, management has exclusive authority to select employees from any source.

(b) Except as modified by the terms of this agreement, the publisher remains the judge of competency and of the number of employees required.

(c) It is agreed that this section is subject to the provisions of Section 3 and Section 11 of this agreement.

Section 21. The Guild shall have the right to maintain a bulletin board in the aforementioned departments of the aforementioned newspapers, such bulletin board to be used by the guild for the purpose of posting notices and official guild business.

Section 22 (a) There shall be no reduction in the present rate of pay and/or rate of commission of any employee during the life of this agreement.

(b) With reference to the application of this section to any regular classified salesperson, the following is an agreed interpretation:

(c) Where the management changes the rate of commission, it is agreed that those employees shall be guaranteed a sum equal to the average weekly earnings during the previous six (6) months.

(d) Where the management makes major changes in territory which materially affect the earnings of an employee who normally earns over the minimum, such employees shall be guaranteed a sum equal to the average weekly earnings during the previous six (6) months.

Section 23. (a) Extra and part time employees shall

be compensated for all time worked at the rate of pay provided herein. No part time employees, other than regular part time employees, shall receive less than a full day's pay for any work performed. No employee shall perform work without compensation.

(b) No part time worker shall work on the sixth or seventh day without overtime pay.

(c) Reliefs for full time correspondents employed exclusively by the publisher, shall be subject to all applicable provisions of the contract.

(d) There shall be no regular part time display advertising salesmen employed in the display department.

(e) In the classified advertising department there shall be no part time workers and no free lance salesmen shall be employed except special salesmen who may work on a special page or edition in accordance with past practice but who shall not solicit the major running accounts.

Section 24. The publisher shall pay all legitimate expenses incurred by an employee in the service of the publisher.

Photographic equipment required by the publisher to be used by photographers shall be supplied and insured by the publisher.

If an employee be required to use his automobile on the business of the publisher, the publisher agrees to pay one-half of the premium of public liability and property damage insurance which shall be taken out on such cars. The employee shall pay the remainder of the premium. An employee who is required by the publisher to use his automobile on the business of the publisher must immediately make application for public liability and property damage insurance and such insurance shall be carried in a company satisfactory to the publisher and shall not be less than \$10,000 and \$20,000 coverage.

If an employee uses his own automobile on the business of the publisher (with the publisher's authorization) he shall be compensated at the rate of nine (9) cents per mile in or out of town. For constant use of his own automobile in town, the employee shall be compensated at the rate of \$15.00 weekly, with the exception of advertising collectors who shall receive

\$17.50 weekly. When an employee is authorized to use his automobile out of town he shall be compensated at whichever is highest, to-wit: pro rata of the weekly allowance or the mileage rate. When his car is used for overtime work pro rata of car allowance shall be paid for all such time if employee is on car allowance basis.

Except for the application of the holiday section, in weeks when an employee reports for work less than 5 days, a pro rate of the \$15.00 or \$17.50 shall be paid.

(Out of town shall be defined as beyond the city limits of San Francisco in the case of employees of San Francisco newspapers and beyond the city limits of Oakland, Alameda, Piedmont, Berkeley, and Emeryville in the case of employees of San Francisco newspapers in the East Bay or employees of Oakland newspapers).

Section 25. It is understood and agreed that the term "experience" refers to previous or present employment on a daily newspaper of general circulation or the bureaus of recognized established National or Local News or Photographic Services in the same line of employment for which said employee is hired by the publisher. In the case of artists, "experience" refers to previous or present employment as an artist for a daily newspaper of general circulation, or in commercial art in the same character of work for which said employee is hired by the publisher. In the case of classified, library clerks, and business office classifications, "experience" refers to previous or present employment performing comparable work.

Section 26. (a) The publisher or his representative shall designate the days to be worked by each employee; the schedule of working days and starting times for each employee to be posted at least 72 hours before the beginning of the financial week. Insofar as practicable the off days shall be consecutive. The publisher agrees that regular days off shall not be changed because of the provisions of Section 19, (Holiday Section).

(b) **Changes in Schedule.** Any employee's schedule of working days and starting times may be changed at any time where an employee is required to cover a regularly scheduled position due to the absence of a

regularly scheduled employee because of failure to report, sickness, leave of absence or discharge.

Where an employee's schedule is changed (other than under the conditions set forth above), the overtime rate of pay shall apply up to the beginning of his regularly scheduled starting time and then the straight time rate of pay shall be paid for the remaining hours of that work day.

Section 27. Employees shall be free to bargain for salaries or commissions above the minimum.

Section 28. Without permission in writing from the publisher, no employee shall use the name of the publisher or his connection with the publisher, or any featured title or other material of the publisher to exploit in any way his outside endeavor.

Section 29. (a) The following shall be the classifications and minimum weekly wage rates for editorial employees on both morning and evening newspapers:

Reporters, desk men, copy readers, rewrite men, caption writers, full-time correspondents working for only employer, artists, including retouchers and photographers.

Less than 1 year's experience.....	\$44.80
More than 1 year's experience.....	51.95
More than 2 years' experience.....	64.65
More than 3 years' experience.....	71.25
More than 4 years' experience.....	77.35
More than 5 years' experience.....	90.00

(b) Reporters, desk men, copy readers, rewrite men, caption writers, artists including retouchers and photographers, who are regularly assigned as "swingmen" shall be paid \$5.00 per week in addition to the minimums herein set forth.

(c) A swingman for the purpose of this section is one who is regularly assigned to replace heads of departments, editors and assistant editors, telegraph editors, picture editor, make-up editor, assistant city editor, assistant make-up editor and head copy reader.

Section 30. The following shall be the classifications and minimum weekly wage rates on both morning and evening newspapers:

(a) Head librarian.....	\$80.50
(b) Editorial and library clerks. No library workers, with the exception of copy boys shall receive less than:	
Less than 1 year's experience.....	\$34.50
More than 1 year's experience.....	39.60
More than 2 years' experience.....	44.30
More than 3 years' experience.....	52.00
(c) Display advertising salesmen:	
Less than 1 year's experience.....	\$59.05
More than 1 year's experience.....	65.15
More than 2 years' experience.....	71.25
More than 3 years' experience.....	77.35
More than 4 years' experience.....	83.45
More than 5 years' experience.....	90.00
(d) Display copy desk:	
Head of display copy desk.....	\$66.00
Clerks—less than 1 year's experience.....	41.00
More than 1 year's experience.....	45.00
More than 2 years' experience.....	48.00
More than 3 years' experience.....	52.00
(e) Artists (Promotion and Advertising); Promotion Writers:	
Less than 1 year's experience.....	\$44.80
More than 1 year's experience.....	51.95
More than 2 years' experience.....	64.65
More than 3 years' experience.....	71.25
More than 4 years' experience.....	77.35
More than 5 years' experience.....	90.00
(f) Merchandising Men:	
Less than 1 year's experience.....	\$44.80
More than 1 ear's experience.....	51.95
More than 2 years' experience.....	59.25
(g) Tabulating Clerks.....	38.65
(h) Circulation Contest Clerks.....	38.00
(i) Copy boys, office boys, and messengers:	
Less than 3 months' experience.....	\$30.60
More than 2 months' experience.....	32.65
More than 6 months' experience.....	34.75

Section 31. The following shall be the classifications and minimum weekly wage rates for business office employees:

(a) Junior clerks, mail clerks, file clerks, duplicating machine operators and addressograph operators:

Less than 6 months' experience.....	\$41.00
More than 6 months' experience.....	43.00
More than 1 year's experience.....	45.00

Junior clerks, file and mail clerks under supervision performing a general type of work such as: Open, sort and distribute mail, collect, enclose, stamp and post mail; sorting, distributing and filing advertising copy, both "live" and "expired"; filing and looking up correspondence, credit reference folders, advertising contracts, etc., keeping cross reference records and similar duties pertaining to general filing; maintaining credit panels and credit reference records; sorting and dispatching advertising copy and checking same for credit; assisting in compiling simple statistical data including making of simple arithmetical computations; operate mimeograph, multigraph, ditto and other duplicating machines. Also includes a combination typist/clerk doing some typing in connection with clerical duties.

Duplicating machine operators: Under supervision performing work involved in operating mimeograph, multigraph, ditto or other duplicating machines in connection with the running off of such material as bulletins, office forms, circular letters, including sorting and assembling thereof.

Addressograph machine operators. Under supervision to operate an automatic or semi-automatic addressing machine in connection with addressing ledger sheets, bills and statements, envelopes, cards, form letters and similar material; operate typograph or other embossing or stencil cutting machine to produce plates; maintain file of plates and make minor adjustments to machine.

(b) Intermediate clerks:

Less than 6 months' experience.....	\$48.00
More than 6 months' experience.....	50.00
More than 1 year's experience.....	52.00

Under supervision, performing varied and reasonably difficult work such as: Compiling and tabulating display and classified sales statistical data; marking papers, both classified and display, pricing of ad copy and customer invoices; compiling and assembling credit and/or collection data; maintaining collection records and carry on routine collection follow-up procedure; maintain purchases and stock records; routine checking of prices

and extensions of vendors' invoices; set up employees personnel record envelopes; file data, attend to obtaining Social Security numbers, and assist in setting up checks for issuing and payroll bank accounts reconciliation; other clerical work of the general nature cited; posting and filing of transient advertising charges and credits; looking up data for bookkeeping credit and/or collection departments; sorting receipts, remittance advices, sales and purchase order tags, running tapes and tabulating same.

(c) Senior clerks (supervisory):

Less than 6 months' experience.....	\$59.00
More than 6 months' experience.....	61.00
More than 1 year's experience.....	63.00

Those performing the more difficult clerical work including preparing analysis and sundry reports; dictating letters; supervising the work of small groups and making clerical assignments; making adjustments of complaints, maintaining insurance records, handling claims, etc.

(d) Bookkeepers (intermediate grade):

Less than 6 months' experience.....	\$52.00
More than 6 months' experience.....	54.00
More than 1 year's experience.....	56.00

Under supervision performing duties of a general type such as: Having charge of and maintaining small set of double-entry books, capable of maintaining records of cash receipts and disbursements; journal and voucher records; posting customer or employee account receivable records; payroll section clerks handling employees earning records; posting various subsidiary records and ledgers; compiling sales records; checking account balances and posting cost records and the like.

(e) Bookkeepers (senior grade), general cashier:

Less than 6 months' experience.....	\$62.00
More than 6 months' experience.....	64.00
More than 1 year's experience.....	66.00

Bookkeepers: Those performing duties of a general type such as: Maintaining a set of double entry books, journals and general ledgers, including revenue and expenditure analysis, posting and balancing of general and subsidiary ledgers. Originate journal vouchers; take trial balances; post private ledgers; depreciation and fixed asset records; investment accounts, capital stock

records; prepare financial reports; analyze statistical data; supervise accounting detail; make tax reports of all kinds.

General Cashier: Those performing duties of a general type such as: the receiving and accounting for cash taken in by counter clerks and/or sub-cashiers, branch offices, advertising collectors, circulation street men, branch managers; cash received from the public at the central cashier's office window and/or by mail; recording checks in payment of vouchers, etc., upon authorization and maintaining records in connection thereof.

(Counter clerks and/or sub-cashiers receiving subscriptions and advertising payments, etc., direct from the public and reporting to a general cashier, shall rate as junior clerks.)

(f) Typist/Clerk (junior grade):

Less than 6 months' experience.....	\$41.00
More than 6 months' experience.....	43.00
More than 1 year's experience.....	45.00

Under supervision to do typing of form letters, "fill-in" letters, collection follow-up letters, etc. Type simple statements from copy and other related work. Rating includes simple billing when done on regular typewriter.

(g) Typist/Clerk (senior grade):

Less than 6 months' experience.....	\$44.00
More than 6 months' experience.....	46.00
More than 1 year's experience.....	48.00

Qualified to do efficiently all schedule, financial statement, expense analysis schedules, and incidental work of advanced clerical nature, above the grade required of junior grade clerks.

(h) Bookkeeping Machine Operators:

Less than 6 months' experience.....	\$52.00
More than 6 months' experience.....	54.00
More than 1 year's experience.....	56.00

Under supervision to operate efficiently standard bookkeeping machines with a typewriter keyboard such as Elliott-Fisher, Remington, Underwood, Burroughs, Moon-Hopkins, etc., and/or related work incidental to the operation of them.

(i) Stenographers:	
Less than 6 months' experience.....	\$46.00
More than 6 months' experience.....	48.00
More than 1 year's experience.....	50.00
Work embraces taking of dictation and transcribing, along with more or less routine clerical duties.	

(j) Secretaries.....	\$60.00
Those actually designated and acting as the secretaries of management executives.	

(k) Advertising collectors:	
Less than 6 months' experience.....	\$47.00
More than 6 months' experience.....	49.00
More than 1 year's experience.....	51.00

(l) Main telephone switchboard operators:	
Less than 6 months' experience.....	\$46.00
More than 6 months' experience.....	48.00
More than 1 year's experience.....	50.00

(m) I.B.M. Machines:

Machine Attendant: Under supervision of an "operator" or "supervisor" to operate sorter, to feed cards to machines and attend the operation of the machines, remove finished work from machines, filing, labeling, checking and other general junior clerical work. \$45.00

Key Punch Operator: Trained key punch operator capable of operating alphabetic printing punch obtaining data from original documents, coding and classifying while punching tabulating cards. \$52.00

Assistant Operator: Capable and required under supervision, to do simple "wiring", including "wiring" from prepared diagrams. Set up and operate machines \$59.00

Operator: Capable and required to completely carry out without immediate supervision, all necessary machine operations, including preparing wiring diagrams, actual wiring, setting-up, checking and proving work \$66.00

Supervisor: Thoroughly experienced "operator", required to supervise and direct complete tabulating division \$70.00

Section 32. Minimum weekly guarantee for classified advertising employees shall be:

Outside sales persons:

Less than 60 days' experience.....	\$45.20
More than 60 days' experience.....	56.50
More than 6 months' experience.....	60.50
More than 1 year's experience.....	63.00
More than 2 years' experience.....	67.00

Telephone Sales Persons:

Less than 60 days' experience.....	\$34.70
More than 60 days' experience.....	43.40
More than 6 months' experience.....	45.20
More than 1 year's experience.....	49.60

Voluntary Ad Takers (Telephone and counter):

Less than 60 days' experience.....	\$34.70
More than 60 days' experience.....	41.10
More than 1 year's experience.....	45.20

Section 33. All increases received shall be applied to the contract minimums and base rate of pay in the classified department.

Section 34. (a) Where a voluntary sales person is transferred to telephone sales, he shall receive a minimum of \$47.50 for the first 6 months, after 6 months, \$49.60.

(b) Where a telephone sales person is transferred to outside sales, he shall be credited with 60 days' experience as an outside sales person.

Section 35. Any shift beginning or ending between the hours of 7 P.M. and 7 A.M. shall be paid \$1.00 per shift in addition to the regular rate.

Section 36. An employee hired at or advanced to a salary above the minimum shall thereupon be credited rating equivalent to the years required for the minimum which is nearest to his salary.

Section 37. No employee's classification shall be changed without his consent.

Section 38. When the management sells for profit any product of an editorial employee for publication outside of the paper on which the employee works, a mutually agreeable percentage of the net return for any such sale shall be paid to the employee and such payment shall be in addition to his weekly wage.

Section 39. (a) The time spent by employees traveling to and from assignments shall be considered as part of the working day.

(b) Insurance now in effect covering employees using air transportation in performance of assigned duties shall be maintained.

Section 40. In accordance with past practices a news gatherer will not act as a photographer and a photographer will not act as a news gatherer, nor will members of the editorial department be required to perform duties of employees in other departments or vice versa. It is understood that in no way is this intended to apply to departments within the editorial department. It is further understood that this section does not apply to out-of-town correspondents.

Section 41. It is agreed that not less than two-thirds of the employees within the classifications set forth in Section 29 shall receive a wage not less than the minimum provided for employees of more than 5 years' experience.

Section 42. No tabulating work shall be done at less than tabulating clerks' pay.

Section 43. Business office and inside circulation employees engaged in more than one classification of work shall insofar as wages are concerned be given that classification which occupies in excess of 50 per cent of their time. If employees are engaged in a variety of work involving a number of classifications, their wages shall be that paid for the highest classification.

Section 44. The management agrees that copy or office boys and hypobenders who possess the necessary qualifications shall be given preference in filling vacancies when promotional opportunities occur.

Section 45. Before new employees are hired in the Business Office departments, the publisher agrees to give preference to present employees who possess the necessary qualifications.

Section 46. In case of promotion or increase in pay to any employee, the publisher may within three months return the employee to his former position

and/or former rate of pay. After three months, said employee shall be considered a regular employee in that classification to which he has been promoted.

Section 47. The publisher subscribes to the principle that the minimum guarantee in the Classified Advertising Department shall not be used as quotas or for the basis for quotas.

Section 48. Classified supervisors shall receive a weekly minimum guarantee of not less than that of the highest classified minimum set forth in this agreement.

Section 49. In the Classified Department if a territory is left vacant for any reason, the publisher agrees to give preference in filling the vacancy to present employees who possess the necessary qualifications.

Section 50. (a) Deductions for errors that arise from original copy, insertion instruction, changes in copy or new instructions on copy on all regular business handled by classified department employees shall not exceed the amount of commission on the particular ad; provided, that in event a sales person is able to secure a rerun, no deduction shall be made; provided further, 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.

(b) No deductions for delinquent accounts where credit has been passed upon by management.

(c) No deductions for errors against sales people not receiving commission on original copy.

Section 51. The publisher agrees to furnish at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work covered by this contract.

Section 52. TERM. The preamble, Section 1 and Sections 16 to 51 inclusive of this contract shall be in effect from January 27, 1947, to and including January 26, 1949. Sections 2 to 15 inclusive of this contract shall be in effect from April 25, 1947 to and including January 26, 1949. All the terms of this contract shall inure to the benefit of and be binding upon the successors and assigns of the Publisher. Salary

and/or minimums for any or all job classifications, and the work day and work week, may be reopened as of January 27, 1948, upon written notice of either party at any time within a two (2) months' period prior to such date. Said notice shall set forth in detail the changes which the moving party will seek to establish. The respondent party, if it desires to file a counter proposal of the conditions it will seek to establish shall do so at the earliest practicable date, but in any event not longer than thirty (30) days from receipt of notice by the moving party. In the absence of such statement within the prescribed time limit, the existing contract becomes automatically the proposal of the respondent party.

The negotiations shall be pursued diligently in an effort to reach agreement within two (2) months of the original notice of reopening. If such agreement not be reached within such two (2) months the board of arbitration shall, upon motion of either party thereafter, proceed to adjudicate the differences in the same manner as provided for the settlement of any other dispute.

The board of arbitration, in such cases, has authority to make its award effective as of the beginning of the second year of the contract or as of the date of its award.

At any time within sixty (60) days immediately prior to the termination of this contract either party may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect as long as negotiations continue.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have hereunto set their hands and seals this second day of June, 1947.

**SAN FRANCISCO NEWSPAPER
PUBLISHERS ASSN.**

By E. F. BITLER, Manager.

**HEARST PUBLICATIONS, INC., for
the SAN FRANCISCO EXAMINER
Department thereof**

By CHARLES MAYER.

**DAILY NEWS COMPANY, LTD.,
Publisher of SAN FRANCISCO NEWS
By FRED STOORE.**

**HEARST PUBLICATIONS, INC., for
the SAN FRANCISCO CALL-
BULLETIN Department thereof
By LEO IHLE.**

**CHRONICLE PUBLISHING COMPANY,
Publisher of SAN FRANCISCO
CHRONICLE
By S. WOODBURY.**

**HEARST PUBLICATIONS, INC., for
the OAKLAND POST ENQUIRER
Department thereof
By R. L. RATEKIN.**

**SAN FRANCISCO-OAKLAND
NEWSPAPER GUILD
By EDWARD J. MAHONEY,
President.**

By ROBERT D. BROWN,
Executive Secretary.

By EDWARD F. SHEEHAN,
Vice President.

By CHARLES J. VOLAND, JR.
By JOHN D. KEYES
By WILLIAM A. MILLIS
By EDW. McQUADE
By BRYCE W. ANDERSON
By ALLEN A. TOTH
By VERNON L. O'REILLY
By C. W. GRAY
By BILL RYAN
By ART GILBERT
By ERNEST W. RAPLEY

HEARST NEWSPAPERS
Hearst Square
326 West Madison Street
Chicago, Ill.

Office of
General Counsel on Labor

June 6, 1947

Mr. Sam B. Eubanks
Executive Vice President
American Newspaper Guild
63 Park Row
New York City, N. Y.

Dear Mr. Eubanks:

Herewith confirmation of my telegraphic communications of May 26th and June 6th appertaining to the hospitalization plan of the Hearst organization.

The substance of telegraphic communications is that in consideration of renewal of the National Memorandum as signed by you and myself on Friday, April 25, 1947, the hospitalization plan in effect during the life of the preceding National Memorandum is renewed for the life of the new agreement.

Trusting that yourself and colleagues will find this satisfactory and assuring you that if you do not so find it, I am glad to consider any suggestions you choose to make, I am,
Very truly yours,

HARVEY J. KELLY

HJK,vbp

SAN FRANCISCO CHRONICLE

June 18, 1947

Mr. Robert D. Brown, Secretary
San Francisco-Oakland Newspaper Guild
150 Golden Gate Avenue
San Francisco, California
Dear Mr. Brown:

In accordance with your request, we hereby confirm that the hospitalization plan put into effect during the life of the contract ending January 26, 1947, is renewed for the life of the new agreement.

Very truly yours,
C. E. GILROY,
Business Manager

THE SAN FRANCISCO NEWS

June 17, 1947

Mr. Robert D. Brown, Secretary
San Francisco-Oakland Newspaper Guild
150 Golden Gate Avenue
San Francisco, California
Dear Mr. Brown:

As per your request herewith is confirmation that the hospitalization plan put into effect during the life of the contract, ending January 26, 1947, is renewed for the life of the new agreement.

Yours very truly,
FRED STOORE

FS/s

HOSPITALIZATION INSURANCE

Space does not permit the various hospitalization plans to be detailed here. Please call the Guild office regarding these provisions when necessary.

See opposite page for cover letters on this subject.
