

CBA

LM# 061-598

Revised Agreement

- BETWEEN -

**HEARST COMMUNICATIONS, INC.,
Hearst Magazines Division**

- and -

**HEARST INTERNATIONAL
EMPLOYEES' ASSOCIATION**

Expires February 28, 2019

SECTION 3

The five-day week, as at present existing and operating in the various departments coming under this agreement, shall continue.

SECTION 4

Overtime shall be worked when required by the Employer. If an employee works more than thirty-five (35) hours but not more than forty (40) hours in any one workweek, such overtime shall be compensated for either by the allowance of time off or at the Employer's option, by payment at straight time.

Time absent from work because of vacation shall not be counted as time worked for the purpose of computing overtime, if any, in any one workweek.

If an employee works more than forty (40) hours in any one workweek, s/he shall be paid for such overtime at the rate of time and one-half at the regular rate of pay of the employee to whom compensation for such overtime is due.

Overtime must be reported in writing within the workweek after the assignment causing its accumulation is completed.

**SECTION 5
WAGE SCHEDULE - PART A
Effective March 6, 2016**

Current Employees

Employees as of February 29, 2016 are covered under the following wage schedule:

Receptionists	\$748.18
Routine Clerical	
I	\$707.13
II	\$743.28
III	\$777.29
IV	\$816.65
V	\$918.18
Non-Routine	
I	\$805.67
II	\$850.67
III	\$829.03
IV	\$1,041.66
Associate	
I	\$648.70
II	\$725.51
III	\$779.66
IV	\$855.45

WAGE SCHEDULE - PART B

New Employees

Employees hired on or after March 1, 2016 are covered under the following wage schedule:

Associate	
I	\$612.23
II	\$653.04
III	\$683.67
IV	\$730.77

The above schedule (Part A), reflects a 2% increase over the wage schedule in effect as of March 1, 2015.

In the event that an employee employed prior to March 1, 2016 were to leave the Company and subsequently be rehired after March 1, 2016 s/he would be subject to Wage Schedule Part (B).

**EFFECTIVE MARCH 5, 2017
WAGE SCHEDULE - PART A**

Current Employees
Employees as of February 29, 2016 are covered under the following wage schedule:

Receptionists .....	.5764.16
Routine Clerical	
I .....	.5721.27
II .....	.5758.15
III .....	.5792.84
IV .....	.5832.98
V .....	.5908.54
Non-Routine	
I .....	.5821.78
II .....	.5867.68
III .....	.5947.61
IV .....	.51,062.49
Associate	
I .....	.5662.69
II .....	.5740.02
III .....	.5795.25
IV .....	.5872.58

WAGE SCHEDULE - PART B

New Employees
Employees hired on or after March 1, 2016 are covered under the following wage schedule:

Associate	
I .....	.5624.47
II .....	.5656.10
III .....	.5697.34
IV .....	.5745.39

The above schedule, which reflects a 2% increase over the wage schedule in effect prior to March 1, 2017, shall be applied in accordance with the terms of the agreement.

**EFFECTIVE MARCH 4, 2018
WAGE SCHEDULE - PART A**

Current Employees
Employees as of February 29, 2016 are covered under the following wage schedule:

Receptionists .....	.5779.44
Routine Clerical	
I .....	.5735.70
II .....	.5773.31
III .....	.5808.70
IV .....	.5849.64
V .....	.5955.27
Non-Routine	
I .....	.5838.22
II .....	.5865.03
III .....	.5966.56
IV .....	.51,083.74
Associate	
I .....	.5875.04
II .....	.5754.82
III .....	.5811.16
IV .....	.5890.01

WAGE SCHEDULE - PART B

New Employees
Employees hired on or after March 1, 2016 are covered under the following wage schedule:

Associate	
I .....	.5636.96
II .....	.5679.42
III .....	.5711.29
IV .....	.5760.30

The above schedule, which reflects a 2% increase over the wage schedule in effect prior to March 1, 2018, shall be applied in accordance with the terms of the agreement.

All employees on the payroll as of March 1, 2016 shall receive a general increase of 2% per week. All employees on the payroll as of March 1, 2017 shall receive a general increase of 2% per week. All employees on the payroll as of March 1, 2018 shall receive a general increase of 2% per week.

Employees engaged in more than one classification of work shall, insofar as minimum wages are concerned, be paid at least the minimum corresponding to that classification which occupies in excess of 50% of the time.

The years referred to in this provision shall be construed to mean years of experience in the specified classification in the employ of the Employer.

SECTION 6

The Employer recognizes the policy of promotion from within. Present employees shall be given first consideration when existing vacancies in higher classifications are filled by management. When an employee is transferred to a higher wage category, s/he shall receive a pay increase commensurate with individual efficiency in the new position which is demonstrated to result from experience in his/her former position.

In the event an employee is returned to a former classification after being assigned to a higher classification, his/her salary may be adjusted accordingly.

SECTION 7

The Employer shall furnish at all times a sanitary, sufficiently ventilated, properly heated, and well-lighted space for performance of all work.

SECTION 8

Full-time employees shall be entitled to an annual vacation at the convenience of the office in accordance with the following schedule:

For employees who commence work on or before June 15th in any year:

During the first calendar year of employment (upon completion of six months of employment) 1 week

During the second calendar year of employment (upon completion of nine months of employment) 2 weeks

For employees who commence work after June 15th in any year:

During the second calendar year of employment (after completion of six months of employment) 1 week

During the second calendar year of employment (after completion of nine months of employment) 1 additional week

For all employees:

During the third through the ninth calendar years of employment 3 weeks

During the tenth through the nineteenth calendar years of employment 4 weeks

During the twentieth and subsequent calendar years of employment 5 weeks

With the approval of an employee's department head, vacations may be taken at any time during a calendar year. Employees are urged to request vacation time sufficiently in advance to provide adequate time for departmental planning in the employee's absence. Vacations earned but not taken may not be carried forward to a subsequent calendar year.

Vacation is earned (and shall be paid at time of separation) in accordance with the following schedule:

Start Date: January 1 - June 15

- First year (Current): remaining accrued but unused vacation based on monthly accrual rate of .42 days/month after completing six months of employment

Start Date: June 16 - December 31

- First year (Current): None

Subsequent Years:

- Second year (January): remaining accrued but unused vacation based on monthly accrual rate of .833 days/month after completing nine months of employment
- Third through Ninth year: remaining accrued but unused vacation based on monthly accrual rate of 1.25 days/month
- Tenth through Nineteenth year: remaining accrued but unused vacation based on monthly accrual rate of 2.08 days/month

If a holiday, as enumerated in Section 9 hereof, falls within any employee's approved vacation period, his/her vacation shall be extended by one day.

Example:

If you were hired on January 1 and are in your third year of employment and leave the company on March 31, and you have taken one day of the 15 annual days of vacation you were entitled to, you will be paid for 2.75 days (1.25 days per month = 3.75 days, less 1 already taken = 2.75 days).

SECTION 9

A day in observance of the following holidays will be recognized:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas

*In presidential election years we will also be closed on Election Day.

In addition, each employee will be granted four Personal Days. Three of the Personal Days may be taken at any time provided prior supervisory approval is obtained. The fourth Personal Day is for your birthday and must be taken within two months of that date; again, prior supervisory approval must be obtained.

Work done on any holiday listed above shall be compensated at the rate of time and one-half the regular rate of pay.

If any of the foregoing holidays fall on a weekend, the Employer will give equal time off on another date.

SECTION 10

By written arrangement with the Employer, employees may be granted leaves of absence without pay. If an employee is granted a week's vacation without pay and if a regular holiday as listed in Section 9 should fall in such week, the employee will be given equal time off at the convenience of the office.

Such leaves shall not be construed as breaks in continuity of service, although the time spent on such leaves shall not be construed as service.

SECTION 11

The Employer agrees to provide for Bulletin Boards suitably placed in all departments for the use of the Union.

SECTION 12

The Employer may prescribe office rules not in conflict with this agreement.

SECTION 13

Nothing in this agreement shall prevent employees from bargaining individually for pay increases in excess of the minimums established herein.

SECTION 14

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 Employer may deduct the amount received by the employee under the WORKERS' COMPENSATION ACT, or any other law.

It is the prerogative of the Employer to require at the time of employment a certificate of good health by doctor or doctors designated by the Employer. Employees claiming benefits under this section shall, on request, submit to an examination by a doctor or doctors selected by the Employer.

SECTION 15

The parties agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability, and further, to cooperate in an affirmative manner in the implementation of the Rehabilitation Act of 1973, The Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Presidential Executive Order No. 11246, its regulations and other lawful requirements intended to prevent any such discrimination.

SECTION 16

There shall be no pay cuts during the life of this agreement except by mutual consent.

SECTION 17

Any employee who has perfect attendance during a calendar year will be granted an additional personal day with pay to be used during the following calendar year. Perfect attendance is defined as no absences from work except for vacation, holiday, paid personal days, jury duty or bereavement.

SECTION 18

When an employee is discharged (for other than cause) s/he shall receive dismissal pay, equivalent to one week's salary for each complete year of service, commencing with date of employment, up to a maximum of ten (10) weeks' salary.

Such pay is to be computed at the weekly rate of salary at time of termination.

Such payment shall be made to the employee within thirty-one (31) and forty-five (45) calendar days of the later of the Effective Date of the Confidential Agreement or Employee's Payroll End Date.

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

SECTION 19

a) All complaints, disputes, or grievances, arising between the parties hereto, involving questions of interpretation and application of any clause of this agreement, shall be submitted in writing by the party hereto claiming to be aggrieved, to the other party hereto, and the Employer's Grievance Committee and the Union Grievance Committee shall, in the first instance, jointly investigate such complaints, grievances, or disputes, and attempt an adjustment. Decisions reached by the Employer's Grievance Committee and the Union Grievance Committee shall be binding.

b) The Employer agrees to designate, within one week from the signing of this agreement, a committee which shall be known as the Management Grievance Committee. This Committee shall meet with the Union Grievance Committee at the request of either party for the purpose of adjusting any grievances that

may arise in connection with this agreement, provided however that in any matter of emergency, requiring immediate adjustment, the Employer's Grievance Committee shall meet with the Union Grievance Committee at some time convenient to both on the day of request where practicable.

c) In the event that any grievance that may arise cannot be adjusted to the satisfaction of both parties by the Employer's Grievance Committee and the Union Grievance Committee within ten (10) days, the matters remaining in dispute shall then be submitted to arbitration on motion of either party. The Arbitration Board shall consist of two representatives selected by the Union and two representatives selected by the Employer. These four shall select the fifth member who shall act as an impartial Chairman of the Board. A majority decision by the Board, rendered in writing, shall be final and binding on both parties.

d) If the parties hereto are unable to agree on the fifth member of the Board, such member shall be selected by the American Arbitration Association, upon application by either party.

e) Expenses of arbitration, jointly incurred, if any, shall be shared equally by both parties hereto.

f) The ten-day provision herein may be extended by mutual agreement.

SECTION 20

When any employee, other than a temporary employee, is required to leave his/her position to serve in the armed forces of the United States, s/he shall be deemed to be an employee on leave of absence and shall be granted the same or similar position immediately upon return (but not more than ninety (90) days after discharge) with severance pay

rating and other rights under this agreement unimpaired. In the event any such person is incapacitated at the termination of service, s/he shall be granted dismissal pay.

To effectuate immediate reinstatement as hereinabove provided for, it is agreed that nothing herein contained shall be construed to contravene Section 22 (layoff) or Section 6 (return to lower classification after being assigned to a higher classification).

The foregoing provision need not apply in the case of a dishonorably discharged person.

An employee hired as a temporary replacement for a person who is required to leave his/her position to serve in the armed forces of the United States or who enlists for a period of not more than two and one-half years, shall enjoy all of the benefits and assume all of the obligations of this agreement except that this section shall not apply in the event such replacement is drafted or enlists. In the event such person dies in service, Section 23 (life insurance) shall govern.

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 Employer. 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 Employer.

SECTION 21

When the Employer makes discharges other than for cause, such discharged employees shall be placed upon a rehiring list, without priority or seniority. Throughout the life of this agreement, no person—other than for positions excluded from this agree-

ment—shall be hired by the Employer except from this rehiring list unless same is exhausted with respect to the general type of work for which an additional employee is desired.

If the Employer needs some person with special qualifications not possessed, in the opinion of the Employer, by any person on the rehiring list, he may go outside the list with notification to the Union.

SECTION 22

In the event of a layoff, an employee is entitled to receive a minimum of one week's notice prior to the effective date of such layoff or a week's pay in lieu of such notice.

Employees terminated as a result of a layoff shall be entitled to one week's pay for each six (6) months of employment, not to exceed a maximum of sixty (60) weeks of pay. Such payment shall be made to the employee within thirty-one (31) and forty-five (45) calendar days of the later of the Effective Date of the Confidential Agreement or Employee's Payroll End Date.

Terminations as a result of a layoff shall not be subject to the grievance or arbitration procedures of this agreement nor are they covered by the provisions of Section 18 of this agreement.

SECTION 23

The Employer will offer the same health care plan to employees covered by this agreement as it offers to its other employees with regard to benefits and contributions.

The Employer agrees to provide a life insurance benefit equal to one times the employee's annualized weekly base pay.

The Employer agrees to pay the full cost of The Hearst Corporation Broadcast Retirement Plan. Employees newly-hired or rehired on or after April 1, 2016 will not be eligible to participate in the plan.

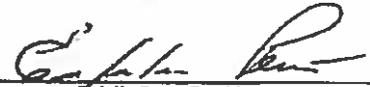
The Employer shall also provide an employee savings plan—401(k).

SECTION 24

The parties hereto agree that they have fully bargained with respect to wages, hours, and other terms and conditions of employment and have settled the same for the term of this agreement in accordance with the terms hereof.

DATED: February 29, 2016

HEARST INTERNATIONAL
EMPLOYEES' ASSOCIATION

By: 
Eulalia Pena, President

HEARST COMMUNICATIONS, INC.,
HEARST MAGAZINES DIVISION

By: 
John A. Rohan, Jr., Senior Vice President, Finance

WITNESSES:


Scherri L. Roberts


Enrique E. Reyes