

Daily Journal of Commerce, Inc.
The Newspaper Guild-CWA #37082, Seattle

AGREEMENT

Between

THE NEWSPAPER GUILD-COMMUNICATION WORKERS OF
AMERICA # 37082

and

DAILY JOURNAL OF COMMERCE, INC.

January 15, 2014 through January 15, 2016

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AGREEMENT
Between
DAILY JOURNAL OF COMMERCE, INC.
and
THE NEWSPAPER GUILD - COMMUNICATIONS WORKERS OF
AMERICA #37082

THIS AGREEMENT, made and entered into this December ___, 2013 by and between the DAILY JOURNAL OF COMMERCE, INC., 83 Columbia St., Seattle, Washington constituting party of the first part, hereinafter sometimes referred to as the "Employer" or "Company," and The Newspaper Guild-Communication Workers of America #37082 by its officers, or a committee duly authorized to act in its behalf, party of the second part, hereinafter sometimes referred to as the "Union," shall be effective beginning January 15, 2014 through January 15, 2016.

1. RECOGNITION/JURISDICTION

- (a) The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this agreement.
- (b) The jurisdiction of the Union shall include all functions presently performed by employees covered by this agreement and any other work which may be assigned to them by the Employer.
- (c) In general, composing room work will consist of, but not be limited to: imposition of page material as required, operation of production camera equipment as required, proof-reading as required, department equipment monitoring and routine maintenance as needed, keyboarding of copy as directed by the supervisor, department computer file management as required, department modem data retrieval as needed, specifying type and output to various equipment as required, instructing department trainees in the above procedures and any other related work assigned by the department supervisor.

Stripping and storage of illustrations, art work and logos from paste-up material, when required, shall be done by employees covered by this agreement. Further, the storage and retrieval of data to be rerun, when originally produced by department personnel, will be done by employees covered by this agreement.

2. UNION SECURITY

- (a) All present employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees covered by this agreement who are not members of the Union, and all such employees who are hired hereafter, shall within the 31st day following the beginning of their employment or from the execution date of this agreement, whichever is the latter, become and remain members in good standing of the Union as a condition of employment.

- (b) The Employer shall discharge any employee who fails to tender the initiation fee and periodic dues and assessments uniformly required by the Union upon ten (10) days' written notice from the Union to this effect.

3. MANAGEMENT RIGHTS

- (a) Except as abridged by terms of this agreement, the Employer shall have all the rights and prerogatives provided by law. Including, but not limited to, the exclusive direction of employees covered by the Union's jurisdiction; the right to hire, fire and discipline; the right to establish and enforce shop rules not in conflict with this agreement; the right to assign jobs; the right to determine when overtime is to be worked and, if so, who will perform it; to lay off because of lack of work; and to introduce new or improved production methods, equipment and facilities consistent with the terms of this agreement.

4. NEW EQUIPMENT/PROCESSES

It is recognized that work presently performed within the bargaining unit may from time to time be subject to change because of new or modified processes or equipment installed by the Employer. The Employer therefore agrees to give reasonable notice to the Union promptly upon his decision to introduce such new machinery or equipment and allow a reasonable time for employees to become competent in the operation of such machinery or equipment.

5. NON-DISCRIMINATION/GENDER

- (a) The Employer and the Union continue to agree that no employee or applicant will be discriminated against because of race, creed, sex, sexual orientation, color, national origin, handicap or age as required by law.
- (b) The term "Employee" in this agreement includes both male and female employees covered by this agreement. In addition, wherever in this agreement the masculine gender is used, it is intended it will apply to the feminine gender as well.

6. SUPERVISOR

- (a) The operation, authority and control of work coming under the jurisdiction of the Union shall be vested exclusively with the Employer through its designated representative, the supervisor, who will be a member of the Union.
- (b) The wages of the supervisor shall be solely determined by the Employer but shall not be less than the Compositor-2 scale.
- (c) The authority of the supervisor shall be exercised in a nondiscriminatory manner. No supervisor shall be subject to fine, discipline or expulsion by the Union for any act in the administration of his duties.
- (d) Management, including the supervisor, shall be the sole judge of an employee's competency.

- (e) An employee may be discharged (1) for incompetency; (2) for neglect of duty; (3) for violation of conspicuously posted shop rules which, however, shall not abridge the civil rights of an employee.
- (f) When an employee is discharged for any reason he/she may demand and the supervisor shall give, in writing, the reason for discharge, provided such demand shall be made within seventy-two (72) hours after the employee is informed of the discharge.

7. HOURS AND WORKING CONDITIONS

- (a) Five consecutive shifts, Monday through Saturday, shall constitute a week's work, provided, the workweek may be in other than the 5-shift configuration, e.g., four consecutive shifts at 8.75 hours may be a workweek instead of five 7-hour shifts. In the event the Composing Room is closed during a workweek, an employee may elect to take a day of vacation to make five full shifts.
- (b) Employees ordered to or beginning work during the regular workweek shall receive pay for a minimum of seven (7) hours at applicable rate unless:
 - (1) The employee, at his/her own request, has been excused from working the minimum shift.
 - (2) When an employee is discharged for cause, such employee shall receive pay for work performed.
 - (3) The Employer's obligation under this section shall be limited to payment for actual hours worked in the event of interruption of production due to a strike, lack of power, fire, riot, bomb threat, insurrection or other conditions of a similar nature beyond the control of the Employer.

8. OVERTIME

- (a) Overtime is hereby defined as work that begins immediately before or after a regular shift of seven hours. Overtime shall be paid at the rate of time and one-half per hour based on the straight-time hourly wage.
- (b) All work performed on an off day, except Holidays and Sundays, shall be paid at the overtime rate of time and one-half, minimum of three hours.
- (c) All work performed on a Sunday shall be paid at double time.
- (d) When work beyond the regularly scheduled shift is required, the Employer or its designee shall notify the employee required to work a reasonable time before the end of his shift.

9. SHIFTS / SCHEDULING

- (a) Starting times and days off for the next week's work shall be posted each Friday.

- (b) A lunch period of thirty (30) minutes exclusive of hours of work shall be allowed each shift. No employee shall be required to work more than five consecutive hours without a meal period. The individual's time for taking lunch shall be designated by the supervisor unless otherwise mutually agreed upon.

10. SENIORITY/LAYOFF

- (a) The principle of classification seniority shall prevail. Classifications shall be Journeyman Compositor, Compositor-1 and Compositor-2.

The matter of shifting workers from one position to another shall rest with the supervisor, whose decision shall be final.

In no case shall the supervisor transfer a person to a class of work with which he/she is unfamiliar in order to declare him/her incompetent.

- (b) Seniority for all purposes shall be based on the most recent date of employment. A list of employees by classification arranged in order of seniority for layoff and recall shall be furnished to the Employer by the Union. A copy of this list shall be posted in a conspicuous place at the employees' place of employment. Such list shall be revised every three months or as revisions are necessary.
- (c) When it becomes necessary to decrease the work force, it shall be determined upon which class of work the reduction is required. The employee with the lowest seniority in the class of work to be reduced shall be laid off first. However, the employee to be laid off may claim any other work he/she is competent to perform being done by an employee with lower seniority. An employee claiming work to avoid layoff must be competent in the work claimed in order to avoid layoff.
- (d) An employee may perform work for the Employer/Union other than that within the jurisdiction of the Union without loss of seniority.
- (e) Seniority rights will be lost by virtue of voluntary termination or discharge for cause; after ninety (90) calendar days where the employee's name has not appeared on the payroll because of layoff and the employee was not available for employment.

11. PAYDAYS

- (a) A designated weekly or biweekly payday shall be established. However, when an employee works less than a full week, he/she shall be paid within a reasonable period from his termination, not later than seven (7) days.
- (b) When monthly payroll deductions, are made, they may be spread over succeeding pay periods in a mutually acceptable manner.

12. PENSION

- (a) The Employer shall contribute monthly to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) the sum of \$14.00 per Journeyman Compositor, per straight-time shift (125% of contribution if working four day work week), for the purpose of providing pension on retirement, death benefits and other related benefits for covered employees of the Employer for any compensatory shift, i.e., vacation, holidays, bereavement leave, jury duty. Contributions for Compositor-1 and Compositor-2 employees shall be in the same proportion as their wages are to Journeyman Compositor scale.

In the event the trustees of the Plan choose to improve the Plan's funded status by imposing a five- (5-) percent surcharge on pension contributions in 2010, the Employer agrees to pay the full cost of the surcharge. If the surcharge exceeds five (5) percent in either year of the agreement, the Employer and the employees shall equally split that portion of the surcharge that is above five (5) percent, with the employee portion paid through payroll deduction. The total surcharge will not exceed ten (10) percent of the contribution stated in the first paragraph of this provision.

This Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Code to be entitled to exemption under the Internal Revenue Code.

- (b) Contributions shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan, 831 S. Nevada Ave., Suite 120, Colorado Springs, Colo. 80903, no later than the 20th of the following month, together with reports on forms furnished by the Plan.

The Employer shall supply to the chapel chairman a copy of either the Union representative's copy of Negotiated Pension Plan remittance forms or a copy of the Employer's printout forms on a monthly basis.

- (c) The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right to take any legal action necessary to collect any contributions or monies due and owing to the Plan. The Employer further agrees that the Trustees shall have the right to collect reasonable attorneys' fees expenses incurred in connection therewith.

13. ACCIDENT, SICKNESS & INSURANCE

- (a) The Employer shall contribute monthly to the CWA - Employer Life and Disability Fund the sum of \$1.75 (\$2.19 if working four day work week) per straight time shift.
- (b) The Employer and the Union recognize that the City of Seattle has adopted a Paid Sick Time and Safe Time Ordinance that provides paid sick time and safe time to employees who work in Seattle, Washington. The Employer and the Union agree to waive their rights and obligations under the Seattle Paid Sick Time and Safe Time Ordinance in accordance with Seattle Municipal Code 14.16.120 until the expiration of this Agreement. Instead, each employee shall be granted six (6) days of paid sick

leave per year. This time is for use by employees who are sick but whose illness does not qualify them for compensation under the CWA-Employer Life and Disability Fund. Employees shall accumulate no more than six (6) days credit, and credit will be cancelled upon retirement or termination.

14. MEDICAL/DENTAL/VISION INSURANCE

- (a) Employees. All eligible employees shall be enrolled in the Medical/Dental Group Insurance Plan and Vision Services Plan maintained by the Employer for its employees on the same basis and subject to the same terms, conditions, and cost to the employees as other employees enrolled in the plans, including managerial and unaffiliated employees.

The insurance plans may be maintained either through the present insurance carrier or some other reputable insurance carrier with whom Employer may decide, at its option, to purchase such plans in the future. Employer does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers or as may be required to conform with health care reform laws.

Employer agrees to pay the cost of the medical and dental insurance premium and the vision services premium for employees as long as the employee is actively employed and otherwise eligible under the applicable insurance plan.

- (b) Dependents. The Employer agrees to make similar coverage available to employees' qualified dependents, to be paid by employees selecting such coverage.
- (c) Qualification. An employee shall initially qualify for coverage under the plan by working not less than twenty-eight (28) hours per week during three successive months prior to when coverage is to commence.

15. HOLIDAYS

- (a) New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid holidays.
- (b) A holiday shall be observed from the start of the employee's regular shift of the holiday and continue to the start of the employee's regular shift the following day, unless otherwise mutually agreed between the Employer and the Union. Employees required to work on a holiday shall be paid double time for all hours worked in addition to payment due under the foregoing.
- (c) When a holiday falls within the vacation period, the employee will either be entitled to an extra day's vacation or an extra day's pay.
- (d) When a holiday recognized in this agreement occurs on the sixth day of a workweek or Sunday, the employee will receive either:

- (1) An extra day's pay for this day, or
- (2) The Employer will designate either the immediately preceding Friday or following Monday to be observed as the paid holiday. The Employer must give its employees notice on Monday preceding the holiday, if this option is chosen.
- (e) The supervisor shall not be permitted to change regular off-days in order to avoid payment of holiday pay.
- (f) A part-time employee who has been compensated for eleven (11) shifts in the thirty (30) calendar days prior to a holiday listed above, is entitled to receive pay for the holiday provided he/she has worked the straight-time day prior to and following the holiday, if work is available, or unless excused by the Employer or in case of sickness, accident or other reasons beyond the employee's control.

16. VACATION

- (a) To provide for vacations under this agreement employees shall receive vacation with pay as outlined below. (See Letter of Understanding, other shift configurations.)
- (b) Vacation is considered earned. The period in which it is earned is established as the vacation year starting with the first day of January, ending the 31st day of December of the same year.
- (c) Other definitions: Full-time employee. A person regularly employed 225 or more shifts in a vacation year (220 if eligible for 20 days vacation).
- (d) Employees having six (6) consecutive years with the Company shall be entitled to twenty (20) days paid vacation. A "year" is 225 or more shifts worked (220, if eligible for 20 days vacation). Employees working four-day work weeks will be entitled to 16 days paid vacation if 180 (176).

If less than six (6) consecutive years with the Company, he/she shall receive vacation in accordance with the following formula:

<u>TABLE 1</u>	<u>If working 4-day work week</u>
First and second year with the Company for 10 days vacation.	8 days
Third through sixth year with the Company for 15 days vacation.	12 days
After six years with the Company for 20 days vacation.	16 days

- (e) All employees who are not entitled to vacation due to the fact they have not been employed a full year before January 1 shall receive a prorated vacation with pay as provided in Table 2.
- (f) Part-time employees will receive a percentage of their straight-time hourly wages earned each pay period in lieu of vacation days off. The percentage is to be computed at the rates listed in Table 2.
- (g) Any employee who either quits on his/her own volition or is terminated by his employer shall be entitled to vacation pay earned, not taken or paid for in accordance with Table 2.

TABLE 2

If working 4-day work week

4.0% of straight-time earnings if qualified for 10 days vacation.

8 days

6.0% of straight-time earnings if qualified for 15 days vacation.

12 days

8.0% of straight-time earnings if qualified for 20 days vacation.

16 days

- (h) Provisions will be made to permit full-time employees to schedule their vacations between January 1 following the year in which vacation is earned and January 1 of the next except as noted in (i) below. The days of vacation shall be consecutive; provided that when a split vacation is requested or required as noted in (i), seniority will govern initial choice of vacation dates. The employee may exercise his/her seniority on preferred dates only once.
- (i) The supervisor shall determine minimum manning requirements for departments covered by this agreement and advise employees of these needs when vacation calendars are posted (by January 1 of each year). Employees may then schedule vacation in accordance with these needs.
- (j) Pay for vacation shall be at the straight-time rate which the employee is receiving at the time vacation is paid.
- (k) In the event of the death of an employee, said cash equivalent to accrued vacation credit shall be paid to the legal beneficiary.
- (l) Employees on paid vacation shall have no right of substitution, the office retaining the sole right to determine how many, if any, replacements are to be hired.

17. FUNERAL LEAVE / PAY

An employee may be granted up to three (3) days funeral leave without loss of regular pay on the occasion of the death of his/her mother, father, brother, brother in-law, sister, sister-

in-law, spouse or domestic partner of either sex, child, mother-in-law, father-in-law, grandchild or grandparent provided he/she has been employed full time under the jurisdiction of the Union at the Seattle Daily Journal of Commerce for a period of six (6) months or more. The leave shall commence with the day of death or the day immediately following.

18. JURY LEAVE/PAY

Each regular employee, having at least one (1) or more continuous years of employment with the Company, called upon for jury service in any municipal, county, state or federal court, shall advise the Company upon receipt of such call and, if taken from his/her work for such service, shall be reimbursed, as provided herein, for any loss of wages while actually performing such service up to a maximum of ten (10) days. The amount the employee shall be reimbursed shall be determined by subtracting the regular amount he/she received from such service from the amount he/she would have earned at his/her regular straight-time hourly rate during the regular working hours while performing such service. Reporting in to the Court for jury service shall not be considered jury service unless the Court pays for reporting.

19. METRO PASSES

The Company will pay the cost of Metro bus passes for bargaining unit employees who choose to commute to work by public transit.

20. UNION ACTIVITIES

No employee shall be discharged for Union activities unless such activities interfere with the normal and regular work of the Composing Room.

21. GRIEVANCE, CONCILIATION AND ARBITRATION PROCEDURE

Should grievances arise between the Employer and the Union or employees as to the interpretation, application, or compliance with the terms of this agreement, there shall be no suspension or interruption of work on account of such grievance, and a diligent effort shall be made to settle the grievances as soon as possible after it has been presented to the management. Any employee having a grievance shall submit same as promptly as possible, but no grievance shall be valid if not presented within ten (10) days from the time the cause for complaint arose.

When grievances arise, the following steps shall be followed, each to be exhausted before resorting to the next.

Step 1.

Between the immediate supervisor and the aggrieved employee and his/her chapel chairman.

Step 2.

Between the plant superintendent and the grievance committee, and/or Union business representative, at which time the grievance shall have been reduced to writing and signed by the aggrieved.

Step 3.

Between the general manager and/or other members designated by management and the Union officers. If these parties or their representatives are unable to adjust the grievance, it may be immediately referred to the Joint Grievance Committee and the decision of such committee shall be final and binding on all parties concerned.

Step 4.

Joint Grievance Committee. Either party may request, in writing, that a Joint Grievance Committee be convened for the purpose of settling the grievance. On receipt of this request, both parties will then appoint two (2) members to the committee and the committee will convene within five (5) working days. Each party shall submit all facts pertaining to the dispute within ten (10) day, unless extended by mutual consent. The committee's decision must be made within ten (10) days after hearing all facts in the case. A majority opinion of the committee will be final and binding. Should the committee deadlock, then the grievance will be left to a Board of Arbitration.

Step 5.

Arbitration. Members of the Joint Grievance Committee shall then become members by asking the Regional Director, Federal Mediation and Conciliation Service, to submit a panel of five names, one of whom shall be selected by mutual agreement or, in case parties cannot agree, then through the process of each party striking one name at a time from the list on an alternating basis. The fifth member of said Board shall act as chairman thereof; he/she shall be entitled to voice and vote on all questions and shall not be a member of union or of management. (*Each party shall have the right to reject one panel of names.)

Testimony and argument shall be presented to said Board in any form it may direct, and if either party fails to appear or submit testimony or argument in the form required within twenty (20) full business days after due notice has been given (or such time as may be agreed upon) then said Board of Arbitration may proceed to settle the case and render their decision in accordance with the evidence in their possession.

The proceedings and decisions of said Board of Arbitration shall not be governed by strict legal rules, but shall be based upon any logical evidence which the Board may deem to have probative value. Said decisions shall be final and binding on both parties hereto and, in the discretion of the Board of Arbitration, may be effective from the date the grievance in question was first presented.

Pending final decision by any of the above procedure, work in the shop shall continue without interruption and under conditions prevailing prior to the time the dispute in question started.

22. STRUCK WORK

The Employer agrees not to require employees to execute work received from or destined to another employer whose employees are locked out or on a strike authorized by the Communication Workers of America, under circumstances which make an employer an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this agreement. The Union reserves the right to define struck work.

23. COMPLETE AGREEMENT

It is agreed that this contract covers all matters affecting wages, hours and conditions of employment and, during the term of this contract, neither party is required to negotiate on any further matter affecting these or any other subject except on mutual agreement.

24. TERM OF AGREEMENT

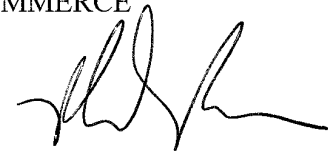
This Agreement, including Appendix "A" and any addenda, shall be in force and remain in effect from January 15, 2014 through January 15, 2016. This agreement may be opened in whole or in part by either party giving the other party sixty (60) days' written notice prior to the fifteenth day of January, 2016. Should the parties of this contract fail to reach an agreement on said changes prior to January 15, 2016, this contract shall then become null and void.

Accepted and approved this 23rd day of December, 2013.

FOR THE NEWSPAPER GUILD-
COMMUNICATION WORKERS OF
AMERICA LOCAL 37082

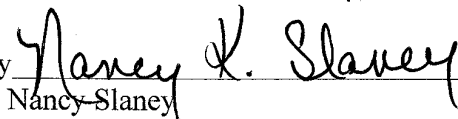
FOR THE SEATTLE DAILY JOURNAL OF
COMMERCE

By 
Darryl Sclater

By 
Phil Brown

Date Signed 12/23/13

Date Signed 12/31/13

By 
Nancy Slaney

Date Signed 12/30/13

APPENDIX “A”

1. New Hires.

A three-month probationary period will be observed for all entry worker employees. During that time an employee may be terminated for any reason and shall not be subject to Section 21.

2. Hourly Wage Scales.

a) Journeyman Compositor Scale:

1/15/2014	1/15/2015
\$29.92	\$30.52

b) Compositor-1 and Compositor-2 Wage Progression:

<u>Compositor-1</u>	
First 1820 hours	65% of Journeyman Compositor
Next 1820 hours	70% of Journeyman Compositor
Next 1820 hours	75% of Journeyman Compositor
Thereafter, <u>Compositor-2</u>	85% of Journeyman Compositor

Compositor-1 and Compositor-2 employees shall not be employed ahead of Journeyman Compositors having a seniority date of November 15, 1987 or earlier.

Job Descriptions:

Journeyman Compositors. Composing Department employees having a seniority date of November 15, 1987 or earlier, or others granted equivalency regarding wages.

Compositor-1 and Compositor-2 employees. Composing Department employees having a seniority date after November 15, 1987. This also includes employees who have gone through the wage progression stated in (b) above.

Letter of Understanding
by and between

SEATTLE DAILY JOURNAL OF COMMERCE
and
THE NEWSPAPER GUILD-COMMUNICATION WORKERS OF AMERICA LOCAL
#37082

1. The Employer shall have the right to publish, without rekeyboarding, wire service copy, editorial copy, and/or other copy coming directly from originating sources. Composing Room output devices come under the jurisdiction of the Union.

News copy, when determined by the Employer to be in satisfactory form to serve as camera ready copy, may be received by the newspaper and used without reproduction.

Keyboarding Clarification:

a) News copy created entirely by, or partly created and combined with other news material (rewrites) from a reporter or editor, including “auditors” (i.e. King County records), may be keyboarded into the system at the originating source.

b) Electronic copy received from originating sources may be captured and output in any format without re-keyboarding.

c) Original paper copy received by the publisher, which is not to be changed (edited), which requires keyboarding only, shall be keyboarded by employees covered by this agreement.

2. The parties agree that the Journeyman Compositor slipboard is closed and no new names shall be added. Should new Journeyman Compositors with special skills be required, the slipboard may be reopened temporarily by mutual agreement to acquire such Journeyman Compositors as required to meet the needs of the Employer.


3. The Union reserves the right to divert any amount of wages to pension or life and disability contributions on any anniversary date of the agreement.

4. The parties agree, notwithstanding provisions of the Labor Agreement, employees of the Daily Journal of Commerce, Inc., by mutual agreement, may work up to one (1) hour of overtime each day at the straight-time rate. All overtime beyond one (1) will be paid at the regular overtime rate.

5. Scanned and electronic images may be output in any format. Bargaining unit employees, at the discretion of management, may be assigned to help perform these tasks, but it is understood that such performance would not mean that the tasks come under the jurisdiction of the union.


Accepted and approved this ___ day of December, 2013.

FOR THE NEWSPAPER GUILD-
COMMUNICATION WORKERS OF
AMERICA LOCAL 37082

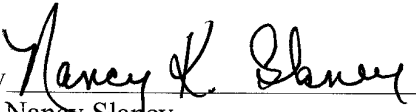
By  _____
Darryl Sclater

Date Signed 12/23/13

FOR THE SEATTLE DAILY JOURNAL OF
COMMERCE

By  _____
Phil Brown

Date Signed 12/31/13

By  _____
Nancy Slaney

Date Signed 12/30/13