

LABOR AGREEMENT
BETWEEN
SEATTLE TIMES COMPANY
AND
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082
(Representing Composing Employees)

February 1, 2013 through January 31, 2016



PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL 37082

(Representing Composing Employees)

Effective February 1, 2013 through January 31, 2016

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of February, 2013, by and between the SEATTLE TIMES COMPANY, publisher of The Seattle Times, of Seattle, Washington, constituting the party of the first part, hereinafter sometimes referred to as the "Publisher," and PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082, (Composing Employees) 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 February 1, 2013, and ending January 31, 2016.

ARTICLE 1

RECOGNITION

1.1 The Publisher hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement.

1.1.1 The words "employee" and "employees" when used in this Agreement apply to journey level employees and associates.

1.2 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, in the manner and to the extent required by law, 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 on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date or execution date of this Agreement, whichever is the later, become and remain members of the Union in good standing, in the manner and to the extent required by law, as a condition of employment.

1.2.1 For the purposes of this Agreement, "good standing" shall mean tendering to the Union an amount equal to the appropriate dues which are uniformly required to be paid. The Publisher and the Union agree that there will be no discrimination in the employment of an individual based upon his/her Union Membership or lack of Union Membership. New employees shall be notified in writing of this provision by the Publisher. A copy of such notification shall be sent to the Union.

1.3 Upon seven (7) days written notice from the Union, the Publisher shall discharge any

employee who fails to tender the periodic dues and assessments uniformly required by the Union.

1.3.1 The Publisher shall be held harmless and shall not be liable for any damages as a result of the provisions of Section 1.3.

1.4 Except as modified by the Supplemental, Shared Jurisdiction or Cross-Jurisdictional Agreements or as otherwise provided in this Agreement or in an Addendum to this Agreement, all work which is recognized by this Agreement to be within the jurisdiction of the Union shall be performed only by employees covered by this Agreement.

ARTICLE 2

JURISDICTION

2.1 Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing work and includes classifications such as: Hand compositors, typesetting machine operators, make-up men, bank men, mark-up men, proof press operators, proofreaders, machinists for typesetting machines, operators and the machinists on all devices which compose type, in photographic paper form, or film, operators of tape perforating machines and recutter units for use in composing or producing type, operators of all phototypesetting machines (such as Fotosetter, Photon, Linofilm, Monophoto Coxhead-Liner, Filmotype, Typro, and Hadego) and employees engaged in paste-makeup with reproduction proofs and employees processing the product of phototypesetting machines, including development, waxing, paste-makeup of all type, hand-lettered, illustrative border and decorative material constituting a part of the copy, ruling, photo-proofing, correction, alteration, and imposition of the paste-makeup serving as the completed copy for the camera used in the platemaking process. Paste-makeup for the camera as used in this paragraph includes all photostats and prints used in offset or letterpress work and includes all photostats and positive proofs of illustrations (such as Velox) where positive proofs can be supplied without sacrifice of quality or duplication of efforts.

2.2 After copy, which has been pasted up by employees covered under this agreement has been processed by the photo-engraving department, it shall be returned to the composing room. The stripping of illustrations, art work and sigs from pasted up matter, when required, shall be done by

employees covered by this Agreement.

2.2.1 By mutual agreement between the Publisher and the Union original, completed paste-ups may be exchanged between the Publishers signatory to this Agreement when no other method of transfer of such material is available. Such paste-ups, when exchanged by the Publishers signatory to this Agreement, shall be returned to the original Publisher.

2.2.2 It is recognized that a certain amount of text creation and manipulation work, but in no event more than an average of six (6) hours per week over any one-month period, is being done by persons not covered by this Agreement under the terms of this Agreement as follows:

- a) Manipulation or creation of text in display advertising that has been submitted in final form to other work groups from composing when a change is needed for any reason.
- b) Incidental manipulation or creation of text in display advertising when the bulk of the work on the ad did not originate in the composing room bargaining unit.

2.2.3 It is agreed by the parties hereto that when it is possible without jeopardizing relations with newspaper customers, such work will be given to employees under the terms of this Agreement who are competent to perform such work; provided, no legal or jurisdictional difficulty will be brought about by either party in the reallocation of this work.

2.2.4 In the event of the extension of the volume of paste-makeup work or the introduction of a photo-composition process, the paste-makeup work shall be done by employees under the terms of this Agreement.

2.2.5 The practice of supplying occasional glossy proofs or type, set under the terms of this agreement, to the art and promotional departments of the newspapers for integration with art work, and to advertisers for the making of photographically enlarged, reduced, or screened or reversed plates to be incorporated by the advertiser in ads to be used in the newspaper of the Publisher may be continued during the life of this Agreement.

2.2.6 It is agreed by the parties that a joint committee shall be appointed, three from the Publisher, and three from the Union. Meetings shall be held at the call of either party to study the amount of material being sent to advertisers in the form of "glossy" proofs. This committee shall make a sincere

effort to reduce the number of such "glossy" proofs to a minimum. Deliberations of this committee are to be a conciliation nature only, and unresolved matters shall not be subject to arbitration. Decisions reached by the committee will be final and binding on both parties.

2.2.7 Except as modified by the Supplemental, Shared Jurisdiction or Cross-Jurisdictional Agreements, it is agreed that this Agreement determines the Publisher's choice as to the granting of jurisdiction over work processes specified herein.

2.2.8 All corrections must be made by an employee covered by this Agreement, except as provided in the Supplemental, Shared Jurisdiction or Cross-Jurisdictional Agreements or as otherwise provided in this Agreement or in an Addendum to this Agreement.

2.3 It is agreed that when a computer is used for composing room work, the Union's jurisdiction includes the preparation of input and all handling of output, operation of the computer and all input and output devices, formatting for display and classified ads (except that formatting which is provided by the manufacturer or lessor as part of the standard services for the lease or purchase), and maintenance of all the foregoing equipment and devices (except that maintenance which is provided by the manufacturer or lessor as part of the standard services for the purchase or lease of the equipment.)

2.3.1 Formats prepared by employees covered by this Agreement may be edited, modified or redrawn by experts not covered by this Agreement.

2.3.2 In the event of a temporary, emergency breakdown caused by mechanical or electrical failure, a "back-up" computer may be used, and the Union agrees such input and output will be processed by employees covered by this Agreement during the period of such temporary, emergency breakdown.

ARTICLE 3

SUPERVISOR

3.1 The operation, authority and control of the composing room shall be vested exclusively in the supervisor, assistant supervisors or acting supervisors. The Chapel Chair shall be provided the names of all supervisors and the name(s) of the supervisor or supervisors.

3.1.1 Supervisors (supervisors or assistant supervisors) may perform bargaining unit work

under limited circumstances for demonstration purposes, work of short duration, emergency work, technical work which cannot be performed by bargaining unit employees, work related to installation or shakedown of equipment, or work performed after reasonable efforts to secure qualified bargaining unit employees have failed (such as during a snow storm). Emergency work is defined as immediate action required to prevent loss of production or to protect life, limb, equipment or property or work necessary due to loss of power or acts of God such as fire or flood.

3.1.2 Supervisors shall exercise their authority in a nondiscriminatory manner under applicable law and this Agreement.

3.2 Employees shall perform such composing room work as the supervisor may direct.

3.3 The supervisor shall be the judge of an employee's competency as a worker, however, the fairness of his judgment shall be subject to review by the special standing committee.

3.3.1 New employees shall be subject to a probationary period of six (6) months. Discharges which occur during the probationary period are not subject to Article 17, Standing Committee.

3.4 The supervisor shall be responsible for:

3.4.1 Discipline and discharge for just cause.

3.4.2 Reducing the work force within the terms of this Agreement.

3.4.3 Making lead person assignments outside the schedule. (Examples include ad production lead, traffic central lead, trainer and quality assurance lead.) When doing so, the supervisor will post the job opening so all interested, qualified employees can be considered.

3.4.4 Approving all schedules and schedule changes, including absence, paid absence, and the necessity for all replacements, and all overtime.

3.4.5 Directing the work force, administering office rules, adjusting contract grievances or recommending such action.

3.5 When an employee is discharged for any reason, the employee may demand and the supervisor shall give in writing the reason for discharge, provided such demand be made within seventy-two (72) hours after the employee is informed of the discharge.

ARTICLE 4
WAGES AND HOURS

4.1 Eight (8) consecutive hours, exclusive of lunch time, shall constitute a day shift or a night shift.

4.1.1 The Publisher may also designate four (4) shifts of ten (10) hours each for some employees, exclusive of a thirty- (30-) minute lunch, if it is determined that operating needs can best be achieved by such a schedule.

4.1.2 The Publisher, in his or her sole discretion, may accept requests by current or new full-time employees to work flexible schedules of forty (40) hours per week divided into six (6) or four (4) days. Once accepted by the Publisher, such schedules may be terminated by either party upon thirty (30) days notice.

4.1.3 No journey-level employee shall be employed for less than an eight- (8-) hour shift (exclusive of lunch time), except when discharged for just cause or when excused at the employee's own request, in which case the employee will be paid for the time worked.

4.1.4 No associate shall be employed for less than a five- (5-) hour shift except when discharged for just cause or when excused at the employee's own request, in which case the employee will be paid for the time worked.

4.1.5 In the event of a determination by the Publisher of a need to reduce minimum shift length or the number of regular days of operation of the Composing Room to less than five (5) days per week, the parties to this Agreement will meet for purposes of determining what appropriate action shall be taken as it relates to this Agreement.

4.2 A day shift shall be construed to mean work done between the hours of 6 a.m. and 6 p.m. A night shift shall be construed to mean work done between the hours of 6 p.m. and 6 a.m.

4.3 When a shift is scheduled to start and finish between the hours of 6 a.m. and 6 p.m., the day scale of wages shall apply. When a shift is scheduled to start or finish between the hours of 6 p.m. and 6 a.m., the night scale of wages shall apply. In no case shall extended time on a day shift be

construed as making the night rates applicable to work which, in the absence of the extended work shift, would be at day rates.

4.4 The minimum scale of wages, subject to diversions, at the time of ratification, for journey level employees are:

Effective 01/01/2012:	Day	Night
Journey Level	23.3660	23.9750
Associates		
First 1,365 compensated hours	13.4507	13.7298
1,366 - 2,730 compensated hours	14.2845	14.5890
2,731 - 4,095 compensated hours	15.9827	16.3379
Thereafter	17.6788	18.0869

4.5 The above pay groups and job classifications and minimum salaries, subject to wage diversion, shall be effective the first of the pay period closest following the dates indicated:

	<u>Day</u>	<u>Night</u>
Effective 02/01/2014:		
Journey Level	23.3660	23.9750
Associates		
First 1,365 compensated hours	13.6525	13.9357
1,366 - 2,730 compensated hours	14.4988	14.8078
2,731 - 4,095 compensated hours	16.2224	16.5830
Thereafter	17.9440	18.3582
Effective 02/01/2015:		
Journey Level	23.3660	23.9750
Associates		
First 1,365 compensated hours	13.7890	14.0751
1,366 - 2,730 compensated hours	14.6438	14.9559
2,731 - 4,095 compensated hours	16.3847	16.7488
Thereafter	18.1234	18.5418

4.6 Employees called back one (1) hour after having completed a shift or when an employee's starting time is changed with less than twenty-four (24) hours' notice, said employee shall be paid two dollars (\$2.00) in addition to other compensation received. When an employee is called back inside one (1) hour, that employee shall be paid overtime until finally dismissed without deduction for the time away. When the office is required to make changes in an employee's starting time to cover dark or vacated shifts, the penalty shall be waived.

4.7 Pay days shall be weekly or bi-weekly. Effective as soon as the first pay period of the month following the ratification of this Agreement, all employees in the bargaining unit will be required to receive their paychecks through direct deposit or via a payroll card provided by the Publisher. Employees who choose to receive payroll cards shall be provided in writing with information on any fees associated with their use.

4.8 All regular wages, incentives, commissions and expense reimbursement payments shall be paid in the normal payroll cycle.

ARTICLE 5

OVERTIME

5.1 Overtime is defined as all hours worked beyond forty (40) in a work week. For purposes of this section only, hours worked shall include compensated hours for vacation, jury or bereavement leaves.

All overtime shall be paid at time and one-half (1-1/2) the employee's regular straight-time hourly rate.

5.1.1 Overtime shall be paid for the actual length of time worked as overtime.

5.2 When overtime is required on a shift, the supervisor, assistant supervisor or acting supervisor shall notify employees affected a reasonable time before the end of the employee's shift.

5.3 The Publisher may use any method of recording work hours it deems reasonable, including without limitations, electronic or time-clock time and attendance systems. Employees required to use electronic or time-clock time and attendance systems shall include all hours worked, whether on company premises or not, in their weekly time-worked reports. The Publisher acknowledges that

approved work performed from remote locations, mobile locations or from employees' homes should be reported as hours worked. Employees shall include travel time as work time, if they are required by the Publisher to return from the field in order to activate an electronic or time-clock time and attendance system.

ARTICLE 6

SHIFTS

6.1 Employees who work three (3) or more shifts in a week which qualify for the night shift rate shall receive the night shift rate for all hours worked during such week. Employees scheduled exclusively on day shifts shall be paid the day scale.

6.2 No employee covered by this Agreement shall be required to hold a situation of more than five days or five nights in one work week.

6.3 Regular situations shall be arranged on a five-day basis. Alternatives to a five (5) day situation may also be established subject to mutual agreement. The supervisor shall post any changes to the starting times and off days of each situation each week.

6.4 The time at which employees shall report for work shall be a part of all schedules posted by the supervisor.

6.5 A meal period of thirty (30) minutes shall be allowed for each shift; such meal period not to be included in the number of hours specified for a day's or night's work. The time for taking lunch shall be designated by the supervisor. No employee shall be required to go to lunch less than three (3) hours or more than five (5) hours after the start of the shift, provided, by mutual agreement between the supervisor and the employee, individual lunch periods may be scheduled outside of these hours.

ARTICLE 7

PENSIONS

7.1 The Publisher shall have the right, at its discretion, to withdraw from the CWA-ITU Negotiated Pension Plan, subject to the provisions of Articles 7.4 and 7.5 below. Effective immediately upon withdrawal, Articles 7.2, 7.2.1, 7.3, 7.3.1, 7.3.2, 7.3.3, and 7.3.4 shall have no effect as if stricken from this Agreement.

7.2 Until such time as the Publisher elects to withdraw from the plan, the Publisher shall contribute monthly to the CWA-ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) the sum of two dollars and twenty cents (\$2.20) per straight-time hour earned for the Publisher's employees covered by this Agreement for the purpose of providing pension on retirement, death benefits and other related benefits for covered employees of the Publisher. It is acknowledged by the Union and the Publisher that Thirty Cents (\$.30) of the current pension shift contribution was diverted from wage increases by votes of the membership.

7.2.1 The Publisher shall also contribute monthly to the Plan for each associate a sum, per hour earned, as set forth below, for hours worked effective the first of the pay period following ratification.

First 1,365 compensated hours	55% of journey level contribution
1,366-2,730 compensated hours	65% of journey level contribution
2,731-4,095 compensated hours	75% of journey level contribution
Thereafter	85% of journey level contribution

7.3 Contributions shall be made for any hour for which an employee receives compensation (e.g., vacation, holidays, bereavement leave, jury duty). The Plan is jointly administered by Trustees appointed in equal numbers by the Union and the Publisher under an Agreement and Declaration of Trust, and has been found by Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

7.3.1 Contributions shall be made by check, money order, or similarly recognized medium of exchange and shall be made payable and forwarded to the CWA Negotiated Pension Plan, 831 S. Nevada

Ave., Suite 120, Colorado Springs, CO 80903, no later than the 20th of the following month, together with reports on forms to be furnished by the Plan.

7.3.2 Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

7.3.3 The Publisher recognizes that in addition to the Union's right to enforce this Section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Publisher further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith.

7.3.4 The Publisher shall supply to the chapel chairperson a copy of either the union representative's copy of Negotiated Pension Plan remittance forms or a copy of the Publisher's print-out forms on a monthly basis.

7.4 Effective the beginning of the first full pay period following the Publisher's official withdrawal from the CWA-ITU Negotiated Pension Plan, journey-level employees shall receive a base pay increase of thirty-five cents (\$.35) per hour and associate-level employees shall receive a base pay increase of thirty cents (\$.30) per hour.

7.5 Effective the beginning of the first full pay period following the Publisher's official withdrawal from the CWA-ITU Negotiated Pension Plan, the Publisher agrees to implement an employer match to The Seattle Times 401(k) savings plan offered to employees in the bargaining unit. The Publisher will match fifty percent (50%) of the first four percent (4%) of eligible pay contributed by bargaining unit employees to The Seattle Times 401(k) savings plan per pay period. Employer matching contributions will vest on a five-year schedule as illustrated in the following table:

Completed Years of Company Service	Percent of Company Contribution Vested
1	20%
2	40%
3	60%
4	80%
5	100%

ARTICLE 8

INSURED AND SELF-INSURED BENEFITS

8.1 The Publisher shall contribute monthly to the CWA-Employer Life and Disability Fund the sum of one dollar and twenty-five cents (\$1.25) per regular straight-time shift earned, and pro rata contributions shall be made on all other straight-time shifts earned. In September 2004, the contribution to the Life and Disability Fund was increased by the plan trustees to \$1.75 per shift. The additional 50 cents per shift is being provided by a wage diversion from employees' hourly wages.

8.2 **Eligibility:** Except as otherwise agreed to in this Agreement, the criteria for achieving and maintaining benefits eligibility for all insured or self-insured benefits shall be subject to establishment or modification at the Publisher's discretion, but shall be uniform as between employees covered under this Agreement and the Publisher's managerial and unaffiliated employees. Eligible employees under this Agreement shall be entitled to the same plan(s) of medical and dental benefits as are provided by the Publisher to its managerial and unaffiliated employees.

8.2.1 During the term of this Agreement, the Publisher shall have the right, in its discretion, to make any change to the medical and dental plans covering Composing employees, provided that the same changes and/or provisions apply in the same manner to its managerial and unaffiliated employees. Such changes might include, but not be limited to, plan design, eligibility requirements, plan years and plan carriers. However, before any substantial change is made in the plans or benefits described by this Article, the Publisher will meet and confer with the Union as to such changes. The Publisher agrees to provide at least ninety (90) days notice prior to the effective date of such plan changes.

8.2.2 During the course of negotiations for the 2008-2010 Agreement, the Publisher and the

Union discussed the Publisher's need to reduce costs for health insurance. The parties agreed to launch and collaborate on a program to educate employees about the cost of health insurance and the need to reduce health expenditures. In 2009, the parties agreed to meet and review the education program and its impact on health insurance expenses.

8.3.1 The Publisher and employees will share the cost of the Publisher's Medical plans, with the Publisher bearing a maximum of eighty percent (80%) of the premium cost for those employees who enroll in any of the offered plans at the "employee only" level of coverage; employees shall bear up to twenty percent (20%) of the premium cost, or no more than the share paid by managerial and unaffiliated employees, whichever is less. The Publisher agrees to share with the Union all information used in setting the cost for annual premiums.

8.3.2 In consideration of changes negotiated in this Agreement, the Publisher agrees, for the 2014 and 2015 plan years, to bear a maximum of sixty-five percent (65%) of the premium cost for dependents enrolled in the Medical plan; employees shall pay up to thirty-five percent (35%), or no more than the share paid by managerial and unaffiliated employees, whichever is less. For employees whose spouse is eligible for medical insurance coverage through his/her own employer, the Publisher will have the option of charging such employees a monthly surcharge (spousal surcharge) not to exceed seventy-five dollars (\$75) for the 2014 and 2015 plan years, but in no event more than the surcharge applicable to similarly situated managerial and unaffiliated employees. Effective January 1, 2016, the cost split between the Publisher and employees for coverage of dependents and the spousal surcharge shall be on the same basis as applies to the Publisher's managerial and unaffiliated employees.

8.3.3 Employees shall pay their portion of the cost of premiums for all medical benefits through payroll deduction. Employees who elect to waive coverage for themselves or dependents must do so during the open enrollment period, or when the employee or his or her dependents have a qualifying life event. Employees who waive coverage must sign a form for release of liability.

8.4 In the event the State or Federal government should enact legislation requiring The Times to provide Times employees and/or their dependents a Medical and/or Dental plan which

legislation intends to replace the Medical and/or Dental plan available to employees under this Agreement, the parties agree The Times will terminate the present plan(s), and any cost or premium increase or decrease required to provide the mandated plan will be shared in accordance with this Article, or as mandated.

8.5 **Dental:** Dental premium costs shall be shared on the same basis as the Publisher shares dental costs with its managerial and unaffiliated employees.

8.6 **Medical Aid Fund:** The Employer shall deduct from the pay of each employee covered by this Agreement, one-half (1/2) of the amount the Employer is required to pay into the Medical Aid Fund as provided under the Washington State Industrial Insurance Act.

ARTICLE 9

BEREAVEMENT LEAVE

9.1 When an employee who is scheduled to work is absent due to a death in the immediate family (mother, father, wife, husband, qualified domestic partner, son, daughter, brother, sister, mother-in-law or father-in-law) s/he shall be granted three (3) days' leave without loss of pay.

9.2 The employee may begin his/her leave upon notification of the death or at a later time if the purpose of the delay is to attend the funeral or memorial services. The time off must be completed within ten (10) calendar days of the death unless otherwise mutually agreed between the employee and his or her manager.

ARTICLE 10

VACATIONS

10.1 Employees with six (6) months but less than two (2) years of continuous service will accrue one (1) hour of paid vacation for each 20.0 hours compensated, to a maximum of eighty (80) hours per year, of which vacation accrued by this formula may be taken after six (6) months of service. Once employees achieve six months of service, their vacation balance shall be credited based on this formula from their date of hire. If the new employee terminates prior to six (6) months, no vacation will be accrued or paid.

10.1.1 Employees with two (2) but less than three (3) years of continuous service shall accrue one (1) hour of paid vacation for each 17.333 hours compensated to a maximum of one hundred twenty (120) hours per calendar year.

10.1.2 Employees with three (3) or more years of continuous service shall accrue one (1) hour of paid vacation for each 13.0 hours compensated to a maximum of one hundred sixty (160) hours per calendar year.

10.2 An employee's accrual will change, up to the maximum, during the pay period of the employee's anniversary date of service.

10.3 The vacation rate of pay will be based on the employee's regular rate of pay at the time of the vacation.

10.4 For the purpose of this section, hours compensated shall mean all hours worked plus all hours paid but not worked.

10.5 While vacations may be taken as earned, employees may bank up to two hundred eighty (280) hours of vacation. Once the vacation bank reaches this maximum, no further vacation will be earned.

10.6 Employees with six (6) months or more of service will receive all vacation earned to termination on the next regularly scheduled paycheck.

10.6.1 For purposes of calculating vacation accrual, termination shall occur on the last day actively at work.

10.6.2 For purposes of this Article only, productivity leave shall be counted as hours compensated.

10.7 The supervisor shall notify the chairperson of the number of individuals who may be on vacation, or productivity leave for each week in the calendar year. Such allocation shall be split between the day and night shifts in the approximate ratio of employees working days or nights.

10.7.1 The regular (summer) vacation period shall be the thirty (30) week period beginning with the first calendar week of April plus the two holiday weeks which include Christmas and New Year's

holidays. The supervisor's allocation of vacation weeks shall be distributed as equally as operations allow over this period. Employees shall be allowed to schedule up to three (3) consecutive weeks of vacation during this period, however, weeks of vacation may also be scheduled separately.

10.7.2 Employees entitled to additional weeks of vacation (winter vacation) shall schedule the additional vacation any time available during the calendar year.

10.7.3 Employees entitled to one (1) week of productivity leave shall schedule such leave during any time available during the calendar year.

10.7.4 Summer vacation may be scheduled outside the time period through the chapel chairperson, subject to agreement by the supervisor, provided the request is made prior to January 30 of each year.

10.7.5 The supervisor shall examine the schedule as it is being prepared. Where it can be shown by the supervisor that too many employees doing the same type of work have scheduled their vacations at the same time, the lower priority employees shall be rescheduled.

10.8 The selection of vacation shall be by priority as follows:

10.8.1 The chapel chairperson shall schedule the vacations in accordance with priority.

10.8.2 Each employee may exercise their first choice in one of the following categories by priority:

- a) Summer vacation
- b) Winter vacation
- c) Productivity leave

10.8.3 After all employees have exercised first choice, all employees may exercise second choice followed by their third for the vacation weeks remaining by priority.

10.8.4 When weeks of vacation are taken separately, an employee may exercise his/her priority on preferred dates only once.

10.9 Employees who transfer between day and night shift at the request of the office shall carry their vacation selections with them.

10.10 Any employee who does not indicate his choice by February 15 waives priority claim

to choice of vacation dates. The vacation schedule shall be posted by March 1. No employee shall be required to take a scheduled vacation unless the dates have been posted not less than thirty (30) days in advance of the beginning of the vacation time off.

10.11 Pay for vacation shall be at the regular rate of pay which the employee is receiving at the time he/she starts vacation, including shift differential, if appropriate.

ARTICLE 11

HOLIDAYS

11.1 The following shall be observed as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and employee's birthday, or days observed as such.

11.2 In no case shall an employee be denied a holiday or holiday pay because of a change of schedule; nor shall any employee receive double holiday benefits from the same holiday.

11.3 Any employee who has worked a minimum of one hundred and thirty (130) shifts in the twelve (12) months preceding a holiday, eleven (11) or more shifts having been worked in the thirty (30) days immediately preceding a holiday, shall be paid for said holiday at the regular straight-time daily rate. For purposes of this subsection, vacation scheduled and taken, and paid bereavement and jury leave shall be considered as shifts worked.

11.4 Employees who are scheduled to work on any holiday and are notified by the office that they will not be required to work on said holiday shall be paid the straight-time rate for such regularly scheduled shift.

11.5 Any qualified employee who works on any holiday shall be paid double the straight-time rate for all such work.

11.6 When a holiday occurs on an employee's off day or within an employee's scheduled vacation period, said employee shall receive an additional day off, which shall be paid for at the regular straight-time daily rate; the day off to be selected by mutual agreement and taken within a thirty (30) day period. At the option of the Publisher, the employee shall be paid a day's pay at the regular straight-time

daily rate in lieu of such additional day off, within thirty (30) days of the holiday. If an employee is required to work on a holiday which falls on the employee's regular day off, the employee shall receive an additional day off or a day's pay at the regular straight-time daily rate as provided for above, plus double the straight-time rate for all such work. There shall be no duplication of holiday payments on the same working shift.

11.7 An employee shall observe the birthday holiday on the actual birthday or such other day as is mutually agreed upon between the employee and the supervisor.

11.8 The supervisor shall determine not later than 10:30 a.m. Thursday, of any holiday observed on Monday; for any other holiday, not later than 12:00 noon on the third day prior to the holiday, the number of employees required to work on said holiday. The force shall be selected with due consideration to priority and qualification to perform the particular functions needed to be performed on the holiday. Employees may volunteer provided the employee is qualified to perform the work required. If more qualified employees volunteer than are required, priority will be considered. If fewer qualified employees volunteer than are required, employees will be assigned based on qualifications, but by reverse priority.

ARTICLE 12

HIRING

12.1 The supervisor shall be responsible for all hiring of new employees.

12.2 It is understood that the slipboard is the property of the Union and that the chapel chairperson shall be responsible for its operation.

12.3 The Publisher is an equal opportunity employer. There shall be no discrimination in employment practices in violation of any applicable city, county, state or federal law.

ARTICLE 13

NOTICE PERIOD FOR NEW EQUIPMENT

13.1 When new technology, equipment, systems or processes are assigned by the Publisher which affect employees covered by this Agreement, the Publisher will notify the Union promptly upon

the decision to introduce and assign technology or the date of lease or purchase from the vendor but in no instance shall the notice be less than thirty (30) days before the intended date of operation. The notice period is intended to provide an opportunity for employees to train for such operation, if such training is necessary.

ARTICLE 14

PRIORITY RULES

14.1 The priority date for new employees shall be the date of first shift worked.

14.1.1 All new employees must satisfactorily complete a probationary period which shall be the first six (6) months of employment. Terminations that may occur during the probationary period are not subject to review under Article 17 of this Agreement.

14.1.2 Once established, an employee can lose priority standing and thereby be terminated only by voluntary quit, discharge for just cause, retirement, permanent disability (as determined by treating physician), death, failure to return from approved leave of absence, failure to return from layoff upon recall within the time limits of Article 14.2.2, or failure to return from a medical leave of absence for off the job injury or illness, up to a maximum of six (6) consecutive months, or failure to return from a medical leave of absence due to an on-the-job injury up to a maximum period of nine (9) months, provided however, such maximum periods may be extended up to an additional three (3) months when, during the original leave, an employee is able to provide a statement from the treating physician declaring the employee will be released to work within the additional three (3) month period.

14.2 Layoffs to reduce the force will be based on priority within the area(s) of work in which an employee is deemed competent. A senior employee will not be laid off ahead of a junior employee so long as the senior employee is competent in the area of work affected by the layoff.

14.2.1 No employee will be laid off to reduce the force while an employee of lesser priority remains on a situation if the senior employee has not been given an opportunity to train and provided a reasonable time to become competent in the area of work affected.

14.2.2 An employee laid off to reduce the force shall be entitled to preferential recall for a

period of one (1) year and he or she shall be re-employed to work he/she is competent to perform in order of priority standing.

14.3 Qualified employees may exercise their priority to claim new shifts, new starting times and new days off insofar as practicable. In order to be subject to priority claim, such new shifts, new starting times or days off must be scheduled on a regular ongoing basis exceeding two (2) weeks. Priority claims under this Article shall be limited to individuals accessing newly created or changed schedules, or schedules vacated as a result, and to claims by any individuals directly affected by such claim, including any individual displaced from a changed schedule and any individual displaced, in turn, by those displaced.

14.3.1 During the initial two hundred and sixty (260) work shifts, associates may be assigned work shifts and work assignments by the supervisor as an exception to normal priority procedures. Such assignments shall be for the purpose of insuring the associates the opportunity to train in various job responsibilities and areas.

14.4 In no case shall a supervisor transfer a person to an unfamiliar area of work and then declare the employee incompetent. It is understood, however, that when an employee declares him/herself competent for an area of work, the supervisor shall be the judge of such competency after the employee has been given a fair and reasonable test.

14.5 The priority board shall be opened for general claim the first full week of January, April, July, and October of each year.

ARTICLE 15

MANAGEMENT RIGHTS

15.1 All management functions or prerogatives allowed by State or Federal laws which the Publisher has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Publisher.

ARTICLE 16

PICKET LINES

16.1 During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents, stewards and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly with the Publisher's operations. Nor shall there be any lockouts by the Publisher.

16.2 In the event any picket line is established by any labor organization at the Publisher's premises or places of business covered by this Agreement (whether in furtherance of a dispute or controversy with the Publisher, its parent; subsidiary or affiliated companies elsewhere in the State or country, or with a contractor or customer of the Publisher herein, or otherwise), employees covered by this Agreement continue to perform their regular and customary services at their normal work locations. Provided, however, that it shall not be a violation of this Agreement for members of the bargaining unit to honor or observe a proper primary picket line established by the Guild unit of the Pacific Northwest Newspaper Guild/CWA Local 37082.

16.3 It is further agreed that in cases of unauthorized strike, walkout or other cessation of work, the Union, its officers, employees and stewards shall make every reasonable effort to instruct employees participating in any such unauthorized action to return to work.

16.4 Any claim, action, or suit for damages or injunctive relief, which is commenced by the Publisher as a result of the Union's violation of this Article, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 17

STANDING COMMITTEE

17.1 Immediately after this Agreement becomes effective a special standing committee of four (4) members shall be selected, two (2) members of said committee to be named by the Publisher, and

two (2) members by the Union. Immediately after the members of the special standing committee have been named, the Publisher shall send the names and addresses of its representatives on the special standing committee to the Union, and the Union shall send the names and addresses of its representatives on the special standing committee to the Publisher. In case of a vacancy on said special standing committee from any cause, said vacancy shall be filled immediately by the selection of a new member by the party in whose representation on the special standing committee the vacancy occurs. Each party shall notify the other party immediately of any change in its representation on the special standing committee. If at any time either party desires that one of its representatives on the special standing committee shall appear in the capacity of advocate before the committee provided for in this section, said representative shall resign from the committee and a new representative shall be selected in the manner hereinbefore provided. Members of the special standing committee may be represented by proxies.

17.2 Any dispute as to the meaning, compliance with or interpretation of, or application of any specific provision of this Agreement, which arises under and during the term of this Agreement which cannot be settled otherwise, and all disputes regarding discharged employees who satisfied the probationary period, will be referred to the special standing committee. The special standing committee must meet within five (5) days from the date on which either party hereto, through its authorized representative, notified the other party in writing that a meeting is desired, setting forth briefly the specific question to be presented, and shall proceed forthwith to attempt to settle any question raised by either party in the written notification. It is definitely understood and agreed that the special standing committee must meet within the five (5) days prescribed herein upon notification in the manner herein provided. It is understood and agreed that the special standing committee is established by the terms of this Agreement for the settlement of the disputes hereinbefore enumerated, and that the special standing committee is the proper body to take up such disputes and to settle them in the manner herein provided.

17.3 The special standing committee shall have complete jurisdiction over all the aforesaid disputes as provided herein. The special standing committee shall have no jurisdiction over the settlement of any new Agreement relating to wages, hours, and working conditions.

17.4 The special standing committee shall have complete power to reinstate a discharged employee or to confirm the discharge, and either the order of reinstatement or the order confirming a discharge shall be final and binding on the parties hereto. If a discharged employee is reinstated by the special standing committee the employee may be paid for actual time lost.

17.5 In discharge cases notice of intention to appeal to the special standing committee must be given directly to the special standing committee by the discharged employee through the executive committee of the Union within ten (10) days from the date of discharge or the right to appeal shall be lost.

17.5.1 In other matters, notice of intention to appeal to the standing committee must be given directly to the standing committee by the employee(s) affected through the executive committee of the Union within thirty (30) days of the event which gave rise to the dispute.

17.6 The supervisor shall not be required to reinstate a discharged employee unless and until ordered to do so by the special standing committee.

17.7 It shall require the affirmative votes of at least three (3) of the four (4) members of the special standing committee to decide the issues, and the decision of the special standing committee in all cases shall be final and such decision shall be binding on the parties hereto.

17.8 If the special standing committee cannot reach an agreement on any dispute within ten (10) days (this time may be extended by unanimous agreement) from the date on which a dispute is first considered by it, at the request of either party hereto, the members of the special standing committee shall form a committee of four and shall select a fifth member who shall be a disinterested party and who shall act as chair of the committee. Said fifth member may be selected in any manner agreed upon by three of the four members of the committee. Should this committee of four be unable to agree upon a fifth member within five (5) days, the fifth member shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of nine (9) arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one name remains as the arbitrator chosen by the parties. The five-person committee thus formed shall proceed with all dispatch possible to settle the dispute.

17.9 It shall require the affirmative votes of at least three (3) of the five (5) members of the committee to decide the issues and any decision thus rendered shall be final and binding on the parties hereto.

17.10 All expenses of the arbitrator and hearing room shall be shared equally by the Publisher and the Union.

17.11 Both parties agree that they will abide by all provisions of this section, and will not request or accept release from their commitment to arbitrate any dispute which may properly be settled by the standing committee.

17.12 If an award of the special standing committee or the arbitrator requires restoration of lost wages and benefits, the employee's contribution to the 401(k) plan shall be deducted from the check representing the lost wages and distributed to the 401(k) plan at that time. The distribution shall be in the amount and directed to the funds as directed by the employee at time of reinstatement.

ARTICLE 18

MISCELLANEOUS

18.1 In the event that an employee is called to military or other service by the U.S.A., such employee shall be granted a leave of absence in accordance to the prevailing Federal law in effect at the time of leave.

18.2 Any employee absent from his or her employment to serve on a jury shall be paid his or her regular wages minus any pay received for such service. The absence shall be supported by a statement signed by the clerk of the court certifying as to each day of jury duty.

18.3 Officials of the Union, for the performance of official duties, shall be permitted to enter the composing room of the Publisher at any time during working hours, after notifying and securing appropriate security pass from the Labor Relations Department.

18.4 No chairperson or acting chairperson shall be subject to the disciplinary measures or discharge while performing the duties of that office detailed in this Section. These functions consist of the operation of the chapel slipboard, dues collection, providing assistance in the administration of

vacation selection process and representational duties in disciplinary interviews as specifically authorized by the National Labor Relations Act.

18.4.1 Additional union duties of the Chapel Chair shall only take place during normal working hours pursuant to procedures and conditions agreed to from time to time by the Supervisor.

18.5 Chapel meetings on office time shall be allowed, by arrangement with the supervisor, provided time lost in attendance is made up; provided, further, no chapel meeting shall be held which, in the opinion of the supervisor, would interfere with edition times.

18.6 The Publisher agrees to furnish a clean, sufficiently ventilated, properly heated and well-lighted composing room, adequate and separate lunchroom and washroom facilities.

18.7 The Publisher will provide necessary new type of electronic equipment required to maintain electronic devices installed in the composing room.

18.8 It is understood that whenever in this Agreement employees or jobs are referred to in the masculine gender it will be recognized as pertaining to both male and female employees. The Times will continue its policy of non-discrimination because of sexual orientation, including transgender status.

18.9 Employees not on the job security list shall retire on the first of the month following the youngest permissible age under the applicable laws governing mandatory retirement.

18.10 **TRANSIT PASS:** The Publisher will provide up to two-hundred dollars (\$200.00) per calendar year in matching contributions to the ORCA transit pass for each employee working at the Publisher's Denny location either through the semi-annual purchase process or through monthly contributions not to exceed sixteen dollars and sixty-six cents (\$16.66) per month.

18.11 It is mutually agreed that this Agreement covers all matters affecting wages, hours and conditions of employment and that during the term of this Agreement neither party will be required to negotiate except as may be provided herein on any further matters affecting these or any other subjects not specifically set forth in this Agreement. It is further mutually agreed that all issues raised by either or both parties for the purpose of negotiating this Agreement have been negotiated and disposed of by the signing of this Agreement.

18.12 The failure of the Union or the Publisher to enforce any of the provisions of this Agreement or exercise any rights granted by law shall not be deemed a waiver of such right or a waiver of its authority to enforce such provision.

18.13 No provision or terms of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.



18.14 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 31st day of January, 2016, and presenting the changes desired.

18.15 The terms and conditions of this Agreement shall remain in effect during the period of negotiations for a new Agreement. Either the Publisher or the PNNG/CWA (Composing Employees) may terminate this Agreement by giving forty-five (45) days written notice to the other party of its intent to terminate the Agreement. At the expiration of said forty-five (45) days, this Agreement and all terms and conditions of this Agreement shall terminate.

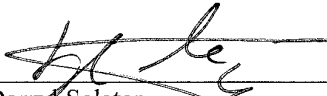

18.16 It is agreed that the only parties to this Agreement are the Seattle Times Company, publisher of The Seattle Times of Seattle, Washington, constituting the party of the first part, hereinbefore sometimes referred to as the Publisher, and Pacific Northwest Newspaper Guild/CWA, Local 37082, (Composing Employees) by its officers or a committee duly authorized to act in its behalf, party of the second part.

In Witness Whereof, we have hereunto set our hands and seals this 1st day of September, 2013.

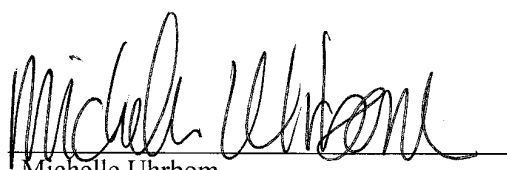
THE SEATTLE TIMES COMPANY:

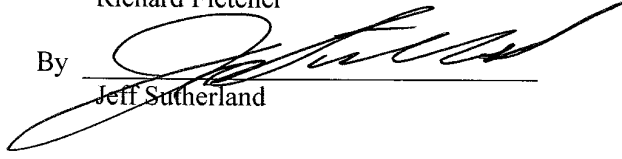
By 
Martin Hammond
By 
Michael Shepard

PNNG/CWA LOCAL 37082
(Composing Employees)

By 
Darryl Sclater
By 
Rena Mefford

By 
Richard Fletcher

By 
Michelle Uhrbom

By 
Jeff Sutherland

MEMORANDA OF UNDERSTANDING

between
SEATTLE TIMES COMPANY
and
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082

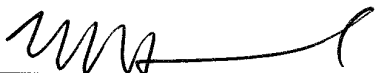
(Representing Composing Employees)

February 1, 2013 through January 31, 2016

The parties agree to the attached Memoranda of Understanding designated by subject and page number below and expiring with the collective bargaining agreement, with the exception of the Supplemental Agreement containing job guarantees.

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THE SEATTLE TIMES COMPANY

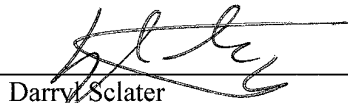


Martin Hammond
Director of HR and Labor Relations

SEP 09 2013

Date

PNNNG/CWA LOCAL 37082
(Composing Employees)



Darryl Sclater
Administrative Officer

9/1/13

Date

ADDENDUM 1
(401(k) Savings Plan)

MEMORANDUM OF UNDERSTANDING

between
THE SEATTLE TIMES
and
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082

(Representing Composing Employees)

The Seattle Times proposes to make available to eligible employees represented by the undersigned union a qualified voluntary 401(k) savings program subject to the following understandings:

The Seattle Times 401(k) savings plan shall be administered solely by The Seattle Times; however, The Seattle Times' intention is to provide a plan which is as parallel as possible to The Seattle Times 401(k) plan for unaffiliated employees. At this time the only planned differences between the two plans are there will be no company matching contributions in the 401(k) plan. As outlined in Article 7 of the labor agreement, effective the beginning of the first full pay period following the Publisher's official withdrawal from the CWA-ITU Negotiated Pension Plan, the Publisher agrees to implement an employer match to The Seattle Times 401(k) savings plan offered to employees in the bargaining unit.

The 401(k) savings plan is expected to be available for affiliated employees indefinitely; however, The Times reserves the right to terminate the plan. Events which would lead to such termination are unforeseen; however, examples of such events would include: the plan may not be considered "qualified" by the Internal Revenue Service and/or the United States Department of Labor; legislation may change which challenges the viability or liability of the plan; employee participation is too low to justify continuation of the plan; or legislation allows the adoption of a more meaningful but separate plan.

The Times will conduct voluntary seminars for employees interested in participating in this plan so they can make an informed choice to participate or not.

The Times also commits to advise the undersigned union of any changes in the design or administration of the savings plan in advance of such changes.

THE SEATTLE TIMES COMPANY




Martin Hammond
Director of HR and Labor Relations

SEP 09 2013

Date

PNNG/CWA LOCAL 37082
(Composing Employees)



Darryl Slater
Administrative Officer

9/11/13

Date

ADDENDUM 2
(Substance Abuse Policy)

ADDENDUM
to the
A G R E E M E N T
by and between
SEATTLE TIMES COMPANY
and
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082

(Representing Composing Employees)

February 1, 2013 through January 31, 2016

THIS ADDENDUM is supplemental to the AGREEMENT by and between the SEATTLE TIMES COMPANY, hereinafter referred to as the Employer, and PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082, hereinafter referred to as the Union.

EMPLOYER'S SUBSTANCE ABUSE POLICY

The Employer is committed to providing its employees with a safe, healthful and productive work environment and believes maintaining a drug and alcohol-free work place is essential to that objective. The Employer seeks to minimize safety related on-the-job accidents by employees and visitors through a company-wide substance abuse policy. This means that employees on the premises of any Employer facility or operating equipment owned or leased by or in the employment of the Employer regardless of location are expected to be free of any mood-altering substance, whether legal or illegal, that can negatively affect job performance or risk the health and safety of employees or the general community. It is the firm position of the Employer that alcoholic beverages or other drugs are not to be brought on the Employer's property nor consumed there at any time, except as prescribed in writing by a licensed physician. Employees taking prescribed medications must report safety restrictions on which they have been instructed by their physician or pharmacist and which might affect their safe performance of job duties. For purposes of this policy, employees are not required to reveal to their manager the name of the medication nor the medical condition for which they are being treated. The sale, purchase, transfer, use or possession of alcoholic beverages or drugs on the Employer's property is prohibited. Violators shall be subject to disciplinary action up to and including discharge and appropriate law enforcement officials will be notified when deemed appropriate by the Employer. The Employer supports providing assistance to individuals with substance abuse problems and has an Employee Assistance Program to help do so. However, employees who fail the standards of this program while at work risk termination. Any employee who is determined to have submitted an adulterated or substituted sample or has otherwise attempted to affect the outcome of testing under this policy will be subject to termination notwithstanding the employee assistance otherwise available to cooperating first-time offenders. It is the intent of this policy to encourage and support employee recovery from substance abuse through the Employee Assistance Program and the Employer will vigorously pursue the purpose of this policy.

ARTICLE 1 - ADMINISTRATIVE GUIDELINES

- 1.1 A drug shall be defined as any substance which may impair mental or motor function, including but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol shall be defined as any beverage containing alcohol.

- 1.2 The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.
- 1.3 The Employer shall be responsible for all costs incurred for testing done at its request.
- 1.4 The Employer shall provide training of no less than two (2) hours duration for its supervisors in problems of substance abuse and in recognizing impairment and conditions indicating potential substance abuse, and interpretation of this program.

ARTICLE 2 - CONDITIONS FOR TESTING

- 2.1 Probable suspicion shall mean suspicion based upon specific personal observations that an Employer representative can describe concerning the appearance, behavior, speech, or breath odor of the employee. Probable suspicion shall be documented at or near the time of observation. Normally, observation shall be by two (2) supervisors trained in the detection of probable drug/alcohol use. If observation by two (2) supervisors is not feasible, observation shall be by two (2) individuals, one of whom is a supervisor trained in the detection of probable drug/alcohol use by observing behavior. Being involved in a job related or vehicular accident during work hours may be considered, along with the circumstance of the accident, adequate to establish probable suspicion. Job or vehicular accidents and/or safety violations cited by State, County or City enforcement agencies need not require observation of behavior by anyone. However, a supervisor shall complete a "Reason For Testing" form prior to concluding that probable suspicion exists. Probable suspicion shall subject the affected employee to testing as provided for within this ADDENDUM.
- 2.2 An employee consenting to the testing shall be required to provide urine and breath samples on-site or shall be transported to the specimen collection/test site at the cost of the Employer. After the specimen is collected, and unless an immediate negative result is determined, the employee shall be transported to his residence.
- 2.3 In the event the test results are negative, the employee shall be immediately reinstated to his previous position, with full back pay based upon his regular straight-time work schedule and no further action shall be taken regarding this substance abuse program.
- 2.4 In the event the test results are positive, the employee shall not be permitted to return to work until the employee has been evaluated by an Employer-approved Employee Assistance Provider (EAP) or by an evaluator designated by the EAP. If the evaluation recommends treatment that prevents the employee from working, the employee shall be suspended without pay until the treatment no longer prevents the employee from working. Subsequent reinstatement shall be without loss of seniority. Any employee testing positive shall be permitted to return to work only if the employee signs the "Agreement For Continuation Of Employment", a copy of which is attached hereto for reference.
- 2.5 Under no circumstance shall the Employer or the Union be provided any information beyond the identification of a negative or positive outcome of any testing conducted, unless a grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody shall be provided to both the Union and the Employer.
- 2.6 The rehabilitation provisions of this Agreement shall only apply to an employee on one (1) occasion. Positive drug/alcohol tests thereafter may result in immediate termination.

ARTICLE 3 - CONSENT AND TRANSPORTATION PROCEDURES

- 3.1 The Employer shall inform the employee that he has been observed in accordance with the procedures set forth within Article 2, Section 2.1 of this ADDENDUM and he appears to meet standards of probable suspicion and will be required to submit to a drug/alcohol test or that circumstances related to a job or vehicular accident in which he was involved requires that he submit to a drug/alcohol test.
- 3.2 The Employer shall give the employee a copy of the initial "Reasons for Testing Form" prepared pursuant to Article 2, Section 2.1 of this ADDENDUM. The Employer shall explain that because there exists probable suspicion of the type of incident cited in Section 2.1, it will be necessary to verify the employee's physical capability at that point in time.
- 3.3 In each and every case, the Employer shall read the "Consent Form" to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes shall be made on the "Consent Form". When applicable, both of the observing witnesses shall complete the "Reason For Testing" form. The Union representative shall not be required to complete the form. In completing the "Reason For Testing" form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led them to their decision to require an examination/test. The witnesses shall state what they actually observed, but refrain from making statements about possible cause of the behavior or making judgmental conclusions. If the employee refuses promptly to take the examination/test or sign a "Consent Form", the Employer shall:
- Make it clear to the employee that the request to sign the form and take the examination/test is a direct order.
 - Ask the employee if he understands the order. If the employee responds that he does not understand the order, the supervisor shall explain the order again.
 - Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
 - Issue a second direct order to sign the form and take the examination/test.
 - If the employee refuses, inform the employee that he will be terminated.
- 3.4 The Employer shall arrange for on-site collection or if not available, for transportation and may accompany the employee to the specimen collection/test site. The Employer representative shall use his best efforts to notify the Union that the employee is being required to provide urine and breath samples, and shall conduct or transport the employee to the specimen collection/test site. If the employee requests the presence of a Union representative at the time of the testing or at the time of the request of testing, testing shall be delayed for no more than one hour in order to permit a Union representative to reach the location. A photo identification may be required to assure identity of the tested employee. If no photo identification is available, a supervisor of the Employer will identify the employee. At the conclusion of the specimen collection the Publisher shall transport the employee in accordance with the procedures set forth within Article 2, Section 2.2 of this ADDENDUM.

ARTICLE 4 - TESTING PROCEDURAL SAFEGUARDS

- 4.1 The Employer shall select a laboratory approved by the National Institute On Drug Abuse (NIDA). Testing shall follow the NIDA mandated drug testing control and custody procedures for testing and chain of custody. The Employer and the laboratory shall provide quality control procedures and shall assure the maximum in privacy and confidentiality.
- 4.2 In the event of a positive test result, the employee may within forty eight (48) hours (weekends excepted) request a sample of his test specimen from the medical facility for the purpose of retesting at a NIDA approved drug/alcohol testing laboratory. The chain of custody for this sample shall be maintained between the original testing laboratory and the employee's NIDA Certified Laboratory. Retesting shall be performed at the employee's expense. In the event of conflicting results, the Employer may require a third test. Should the results of this third test be positive, the employee shall be subject to the procedures set forth within Article 2, Section 2.4 of this ADDENDUM. In the event of negative test results on the retest, the Employer shall pay for the retests and any lost wages as provided for pursuant to Article 2, Section 2.3 of this ADDENDUM.
- 4.3 The Union shall have the right to use the grievance/arbitration procedure to challenge deviations from the testing procedures provided herein.
- 4.4 The Employer reserves the right to require additional safeguards that serve the best interest of the employee or the Employer's Substance Abuse Program, subject to the mutual agreement of the Union.

ARTICLE 5 - HOLD HARMLESS

- 5.1 The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program.

ARTICLE 6 - ANNUAL REVIEW

- 6.1 This Substance Abuse Program shall be subject to annual review. The Union shall be given an opportunity to meet and confer regarding any change in the program.

ARTICLE 7 - PROHIBITED SUBSTANCES

- 7.1 The Employer may elect to test for any/all of the following substances. Except as indicated below, the threshold level for positive test results shall be those adopted by the National Institute On Drug Abuse (NIDA) at the time of the test.

Amphetamine	Phencyclidine
Barbiturate	Methaqualone
Cocaine	Propoxyphene
Marijuana	Lysergic Acid Diethylamide
Opiates	Monoacetyl Morphine
Benzodiazepine	.05 alcohol urine levels or breath alcohol levels
Methadone	

AGREEMENT FOR CONTINUATION OF EMPLOYMENT FORM

THIS AGREEMENT is entered into by and between the SEATTLE TIMES COMPANY, hereinafter referred to as the Employer, and PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082, (Composing Employees) hereinafter referred to as the Union, and

_____, hereinafter referred to as the Employee. The Employer is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his efforts to remain drug and alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and alcohol use, it is understood that the Employee's continuation of employment by the Employer is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified evaluation professional selected from the attached list or agreed to by the Union and the Employer or "the Employee Assistance Program (EAP) provider or the EAP's designee". This evaluation should be completed within one week from the signature date of this document.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
3. The Employee must authorize their counselors to provide a copy of the rehabilitation treatment recommendations and regular progress notes regarding the Employee's treatment program to the Employer.
4. The rehabilitation facility shall agree to closely monitor the Employee's attendance at all required sessions. The rehabilitation facility shall notify the Employer of the Employee's failure to satisfactorily attend treatment sessions. Failure of the Employee to adhere to the program for treatment shall subject the Employee to disciplinary action by the Employer, up to and including discharge.
5. The Employee, the Employer and the Union mutually agree that the Employee's continuation of employment for the next nine (9) months or during the term of any recommended treatment, should it extend beyond nine (9) months shall be contingent upon his satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate termination of employment with the Employer.
6. In the event the Employee is absent from work due to health reasons during the next nine (9) months or such period of rehabilitation treatment as outlined by the counselor if the period extends beyond nine (9) months then he must promptly submit a written doctor's certificate explaining the reason for such absence. The Employer may take disciplinary measures up to and including discharge if the absence is a result of or related to the use of drugs or alcohol.
7. During the nine (9) month period or such period of rehabilitation treatment as outlined by the evaluation counselor should it be longer, the Employer may test the Employee for alcohol and drug use on a random basis. Such random test shall not exceed four (4) such random tests during this period. However, such random tests shall be recognized as being in addition to any tests that may be necessitated on a for cause basis as defined in the Employer's Substance Abuse Program or any such random tests performed by the treatment center as part of their program to monitor compliance with their treatment program. The Employee shall be subject to disciplinary action up to and including discharge if he refuses to submit to testing or if the

Employee tests positive for drugs or alcohol during this time period. The Employee must authorize the treatment center to release results of all testing to the Employer.

8. If the Employee successfully completes treatment and has no positive drug/alcohol tests within nine (9) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the Employer's discretion, in lieu of discipline and/or termination, the Employee understands that if he does not meet the terms of this condition as hereinbefore set forth, the Employer may require the Employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties and in consideration for continuation of employment, the above conditions are hereby agreed to.

Dated this _____ day of _____, _____.

SEATTLE TIMES COMPANY

EMPLOYEE

By _____

By _____

DRUG/ALCOHOL SCREEN PERFORMANCE CONSENT FORM

Employee Name: _____

Date: _____

Name of Employer Representative
Requesting Exam: _____

Name of Employer Representative
Accompanying Employee _____

Medical Consent - I consent to the collection of urine and/or breath samples by the hospital/laboratory staff as requested by the Employer and to determine the presence of drugs/alcohol, if any.

Authorization to Release Information - I authorize the hospital/laboratory to release the results only to the Employer's designated representative. I authorize the Employer's designated representative to release a statement that the test result is positive or negative to only the Employer, attention:
(Insert Name) _____

I understand that a positive test result on these tests may be grounds for termination, subject to the terms of the Employer's Substance Abuse Policy.

Employee's Name (signature)

Date

Employer Representative (signature)

Date

Employer Representative (print name)

REASONS FOR TESTING REPORT FORM

When requesting a Performance Impairment Exam, the Employer Representative must complete this form and attach it to the "Drug/Alcohol Screen Performance Consent Form." Please describe the behavior or reported behavior that causes you to suspect

_____ is impaired.

Speech: _____

Dexterity:
Standing/
Walking _____

Judgment/
Decision
Making _____

Appearance:
(Eyes, Clothing etc.) _____

Non-Observed
Incident _____

Supervisor: _____

Witness: _____

Date: _____

ADDENDUM 3

SHARED JURISDICTION AGREEMENT
between
THE SEATTLE TIMES COMPANY
and
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082
(Representing Composing and Guild Employees)

THIS AGREEMENT is made and entered into by and between the Seattle Times Company, hereinafter referred to as the Publisher, Pacific Northwest Newspaper Guild/CWA Local 37082 (Composing Employees) and Pacific Northwest Newspaper Guild/CWA Local 37082 (Guild Employees), hereinafter referred to as the Union(s). It shall apply to electronic composition of display advertising and ad traffic and dispatch functions of the Company.

WITNESSETH: All parties to this Agreement mutually agree that their object is for the good and welfare of the Publisher and employees alike and in the interest of collective bargaining and the promotion of customer satisfaction.

ALL PARTIES to this Agreement recognize the need to implement the changes negotiated herein in light of constantly changing technology and the blurring of traditional lines of work jurisdiction. The combination of these technological changes with The Seattle Times' focus on better, more flexible customer services has resulted in changes in the Agreements with each Union that support the direction which The Seattle Times is moving. The purpose is not to undermine the Union's role, but instead to move forward and provide meaningful work opportunities for present and future members of the Union(s).

1. **RECOGNITION:** Composing Employees and Guild, or their successor union(s), will continue as exclusive representatives for the respective employees each Union currently represents.
2. **SCOPE:** Any matter not specifically covered herein shall be governed by either the Composing Room or the Guild collective bargaining agreement.
3. **JURISDICTION:** The Unions will share jurisdiction over electronic composition of all display advertising covered by their respective collective bargaining agreements. Further, the Unions will share jurisdiction over traffic and dispatch functions covered by their respective collective bargaining agreements. Neither Union will dispute the assignment of work to employees represented by the other in the creation and make-up, modification or correction of display ads or the trafficking and movement, digitally or physically, of ad materials such as ad jackets, proofs, tear sheets and back copies. The Publisher agrees that all work to be assigned to and performed by employees covered by this Shared Jurisdiction Agreement will not be assigned to and performed by other employees of the Publisher other than such print display ad creation, make-up, modification or correction work as may be assigned to unaffiliated digital ad design employees subject to any limitations contained in the respective cross-jurisdictional agreements between the parties to this agreement and the Publisher.
4. **FUTURE EMPLOYMENT:** Effective the date of this Agreement, it is intended that future work assignments will keep the size relationship relatively in balance between the

employees assigned to print ad design functions in the Composing unit and assigned to ad design functions in the print ad-design sub-department of the Sales & Marketing department, and employees assigned to Traffic Central functions in the Composing unit and assigned to ad dispatch functions in the Ad Operations sub-department.

Staffing modifications which will result in a change in the size relationship between the employee groups will be brought to the Joint Operating Committee for discussion and resolution which will take into consideration skills necessary to meet customer needs. Vacancies that occur by attrition can be filled without discussion.

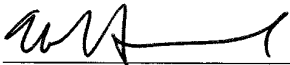
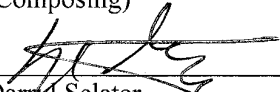

If the Committee is unable to reach a decision, the Publisher will decide.

5. **JOB SECURITY:** No present employee of the Company shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.
6. **JOINT OPERATING COMMITTEE:** There shall be established a Joint Operating Committee composed of two (2) representatives of each party to this Agreement selected in such manner as each party determines. This Committee shall address such problems that may arise from this Agreement. Furthermore, this Committee shall have the authority to make changes in this Shared Jurisdiction Agreement during its term, subject to approval by all parties to this Agreement.
7. **TRAINING:** Any employee asked to perform new work as required by this Agreement, which requires training due to new technology or processes, will be provided ample training to acquire skills necessary to perform such work. Such necessary training shall be included within the employees scheduled working hours.

Unless the training is routine in nature and minor in duration, the objectives, design components and expected results will be first discussed with the Joint Operating Committee.

8. **DISPUTE RESOLUTION:** Each party may file a grievance based on their respective collective bargaining agreement. Said grievance shall go to the representatives on the Joint Operating Committee for discussion and, if possible, a decision. If the Joint Operating Committee is unable to resolve the issue the matter shall be referred to the Special Standing Committee provisions of the Union filing the grievance. Should the dispute go to arbitration the Union not filing the grievance shall be an interested party in the arbitration and the arbitrator rendering the decision shall apply the decision to all parties. No party shall have the right to overrule the party filing the grievance.

THE TERM of this Agreement shall be from the date of ratification by the members of both Pacific Northwest Newspaper Guild/CWA, Local 37082, Composing employees and Guild employees whichever comes later, until and including the termination of either participating bargaining unit's collective bargaining agreement.

THE SEATTLE TIMES	PNNG/CWA, LOCAL 37082 (Composing)	PNNG/CWA, LOCAL #37082 (Guild)
		
_____ Martin Hammond Director of HR and Labor Relations	_____ Darryl Sclater Administrative Officer	_____ Darryl Sclater Administrative Officer
Date: SEP 09 2013	Date: 9/1/13	Date: 9/1/13

ADDENDUM 4

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made and entered into this 21st day of October, 1974, amended the 21st day of February, 1988, and further amended this 9th day of January, 2001, by and between the Seattle Times Company, hereinafter referred to as the "Publisher," and Pacific Northwest Newspaper Guild/CWA, Local 37082, (Composing Employees) hereinafter referred to as the "Union," shall be attached to that certain Collective Bargaining Agreement between the Seattle Times Company and Pacific Northwest Newspaper Guild/CWA, Local 37082, (Composing Employees) dated February 1, 2013 to January 31, 2016.

The Publisher agrees:

WORK ARRANGEMENT

1. Operations of scanners when this equipment is performing Composing Room work within the jurisdiction of the Union.

- (a) Classified Ads

Single column classified ads prepared scanner ready without borders, cuts or illustrations, will be accepted and processed in the Composing Room. All other single or multi-column classified ads, including corrections and alterations, will be keyboarded and processed by Composing Room employees covered by this agreement. The number of columns, the use of borders, signs, emblems, logos, signatures and/or reverses, which can be produced on a photocomposition machine by simple instruction code, shall not convert a classified ad into a classified display ad.

- (b) Display Ads Including Classified Display

All Display advertising copy, including classified display, will be typed and prepared for the scanner by Composing Room employees.

- (c) News and Editorial, General

All scanner ready copy produced and received by the news and editorial department of the Publisher will be accepted and processed by Composing Room employees. Copy received by the

Publisher which is not scanner ready or scanner acceptable will be typed or perforated by Composing Room employees. No typing pool will be created or used to prepare such copy the Composing Room, however, copy which is now typed by employees not covered by this agreement may continue to be typed and made scanner ready before submission to the Composing Room.

(d) Wire Service and Syndicated Copy

All wire service and syndicated copy that is received by the editorial department of the Publisher scanner ready or as direct computer input will be accepted in original and edited form and processed by Composing Room employees.

(e) Coding

(1) All coding for display ads, including classified display ads, will be done by Composing Room employees.

(2) Composing Room employees will provide only the external cover coding (header sheet) when required for classified ads, general news, editorial copy, and syndicated copy.

(f) General

The news and editorial department may utilize VDT terminals to recall OCR scanner prepared or direct input material from electronic storage to make editorial changes.

(a) At the time a story has been set in type or ready for electronic page makeup, and editorial changes are required for that edition, such work shall be performed in the Composing Room. The Classified Department may utilize VDT terminals to recall single column classified ads, without borders, cuts or illustrations, from electronic storage in order to correct, add, delete, or kill copy, and also for the addition of necessary coding.

2. Operation of Video Display Terminals in the Composing Room

Subject to the limitations below, the Publisher reserves the right to assign, reassign, transfer, or eliminate any of the work as a result of new technology, equipment, systems or processes. The Publisher shall have the right to determine what constitutes such technology, equipment, systems, or processes. The

employees shall process any copy, or input material of any kind.

However, in no event will the Publisher assign the following work outside to non-Composing Room employees:

- a) Paid display advertising that requires composition of type or making up or updating, when received by the Publisher, or paid display ads requiring correction or alterations when received by the Publisher. An exception is the text of display ads which require keystroking as part of the sales effort at the point of sale. That keyboarding will not be duplicated when received in the Composing Room.
- b) Paid classified display advertising which requires composition of type or making up or updating when received by the Composing Room, or paid classified display advertising which requires corrections or alterations when received by the Composing Room. The Publisher agrees not to install display ad make up terminals outside the composing room in order to perform work in violation of the union's jurisdiction.

All material keyboarded by the Composing Room shall be proofread, regardless of the method used, by the Composing Room.

3. Appropriate Bargaining Unit

Should new technology eliminate or replace work performed within the jurisdiction of the Union, as referred to in the Labor Agreement, then the jurisdiction of the Union and the appropriate unit for collective bargaining is defined in 2(a) and 2(b) of the Supplemental Agreement.

4. Reproduction

It is recognized that this contract differs from the agreement which expired July 31, 1974 between the parties in that it includes provisions for specific additional benefits and preservation of work opportunities for employees in lieu of previous contract provisions which required the reproduction of certain advertisements received from sources outside of the Composing room. It is understood and agreed that the Publisher has the right to use such material without subsequent reproduction of such work by employees covered by this agreement. The Publisher agrees not to subcontract work normally performed in the Composing Room, but material coming in from advertisers that heretofore has been reproduced

shall not be considered subcontracting. It is further recognized that the contract provision requiring all work within the jurisdiction of the Union to be performed only by journeymen and associates covered by this agreement is not applicable to the work referred to in this paragraph.

5. Notice Period

When new technology, equipment, systems or processes are assigned by the Publisher which affect employees covered by this Agreement, the Publisher will notify the Union promptly upon the decision to introduce and assign technology or the date of lease or purchase from the vendor but in no instance shall the notice be less than thirty (30) days before the intended date of operation. The notice period is intended to provide an opportunity for journey level employees, or associates to train for such operation.

6. Other Work Assignments

Composing room employees shall also perform work as the Publisher may direct which may not be covered by this Agreement. When employees perform such work, it is understood this work will not, by performance, come under the jurisdiction of the Union.

7. System Input

Subject to new technology, on the occasions when display advertising materials (such as borders, signs, logos, emblems, signatures, reverses, or other advertising graphics) must be entered into the electronic display advertising system, employees covered by the collective bargaining agreement shall perform such work.

8. News Paste-Up

The Publisher recognizes new technology, systems, or processes may decrease the News paste-up function; however, the decrease will occur gradually over time. To the extent the News paste-up continues, except pasting-up text which is incorporated with graphics and any other paste-up material presently excluded, employees covered by this agreement shall continue to do such paste-up work.

9. Transfers

9.1 Both parties recognize the addition or expansion of technology may create a surplus of employees in the Composing Room.

9.2 Therefore, the Publisher will extend an extra effort to make Composing Room employees aware of job opportunities in other departments of The Times by posting known job openings in the Composing Room.

9.2.1 Job-guaranteed employees who are successful candidates for other positions shall receive the following assurances and protections:

9.2.1(a) The employee shall retain his or her job guarantee in the Composing Room subject to the Supplemental Agreement provided the employee remains a member of the Union in good standing.

9.2.1(b) The employee may return to the Composing Room and exercise his or her priority rights after providing reasonable notice to the department to which the employee transferred and to the Composing Room.

9.2.1(c) The employee shall be paid and receive benefits in accordance with the policies or labor agreement associated with the job to which the employee transferred. However, if the transferred job pays less than the rate of pay for the guaranteed employee in the Composing Room, The Times will pay the employee the hourly differential, plus any overtime adjustment that may be necessary under the provision of the department's labor agreement.

9.2.1(d) Unless transferred to a salaried position, the transferred employee shall receive the equivalent of the productivity leave described in the Supplemental Agreement, such equivalent to be paid in the form of a bonus each January.

9.2.1(e) Employees who volunteer to transfer and are successful in the new job assignment shall receive an incentive of not less than \$1,000 as a completion bonus following the annual anniversary of the transfer and the next two anniversaries thereafter.

9.3 Surplus employees may be temporarily assigned to meaningful project jobs or activities outside the Composing Room, subject to the following limitations and understandings. Such meaningful projects shall not include work in the production departments or work which violates the jurisdiction of other Seattle Times labor agreements.

9.3.1 The Publisher shall post a description of the project jobs or activity in the Composing Room. The posting will include such information as:

9.3.1(a) A description of the work assignment, the department and supervisor involved.

9.3.1(b) The anticipated duration of the activity.

9.3.1(c) The anticipated hours of work and days off.

9.3.1(d) The number of people required in the project.

9.3.2 Employees shall notify the supervisor of their interest in the project.

9.3.3 If more employees volunteer than the project requires, subject to production or training considerations, the supervisor will make the assignment by priority.

9.3.4 If fewer employees volunteer than the project requires, the supervisor may assign employees to the project by inverse priority, provided no employee shall be required to transfer to a project more than one time each calendar year, except by mutual agreement.

9.3.5 Employees assigned to such projects shall be compensated in accordance with this Agreement.

9.3.6 Employees are expected to make a best faith effort to satisfactorily perform all duties assigned to bring the project to a successful conclusion. However, the parties recognize an employee may, occasionally, be unable to perform such work or may lose interest in the project. For these reasons, the employee may return to the Composing Room at any time at self-request or the project supervisor may remove the employee from the project.

9.4 The parties to this Memorandum of Agreement agree that job guarantee employees who voluntarily transfer to positions outside the Composing Room shall be required to work in accordance with the rules, policies or labor agreements which govern the working arrangements of the department to which the employee transferred.

10. Retirement Incentives

10.1 The Publisher has the right to develop and offer periodic retirement incentives to individuals named on the job security list after consultation and notification to the Local Union.

10.2 Each year the Publisher shall provide the Union and post in the Composing Room the minimum number of employees the Publisher has determined to be excessive for the period following the posting, if any, after consultation and notification to the Local Union.

10.3 The posting shall also include the retirement incentive plan of the Publisher.

10.4 Following the posting, but for not less than thirty (30) days, the job-guarantee employees may indicate their desire to terminate employment with the Publisher, up to the maximum employees determined by the posting. Such employees shall be entitled to the incentives in the amount, form and frequency as appears in the Publisher posting.

10.5 If more employees volunteer to terminate than are determined to be excessive, the employee's priority standing will determine the employee(s) eligible for incentive retirement.

10.6 At minimum, the Publisher's incentive plan shall be as follows:

10.6.1 Upon termination, employees may elect to receive a lump sum incentive in an amount not less than Twenty-five thousand dollars (\$25,000) (subject to lawful taxes and authorized deductions including union dues) or;

10.6.2 Upon termination, employees may elect to receive a supplemental retirement incentive in the amount of Nine hundred dollars (\$900) per month (subject to lawful taxes and authorized deductions including union dues). The employee shall receive the supplemental retirement incentive for a period of thirty-six (36) months.

10.6.2 (a) In the event of the death of an employee receiving the supplemental retirement incentive, if the employee has received less than Twenty-five thousand dollars (\$25,000) in benefits, the employee's estate shall be paid Nine hundred dollars (\$900) per month until the combination of payments to the employee and the estate equals Twenty-five thousand dollars (\$25,000). If an employee has received Twenty-five thousand dollars (\$25,000) or more at the time of death, no further payments will be made to the estate.

10.6.3 For any employee who terminates, the Publisher will continue to pay for the retired employee the Publisher's portion of the employee's health and welfare until the employee qualifies for Medicare or for a minimum period of 24 months, but in no event for a period greater than 60 months. In any event, the coverage will terminate if the retired employee obtains coverage with another employer.

10.6.4 The retiree will pay any employee portion that may be required or the Publisher's obligation to continue health insurance will be null and void.

10.6.5 Payments will be made to the CWA-ITU negotiated pension plan at the rate required of employees covered by the Labor Agreement. Such payments will be made up to the employee's 65th birthday, but in no event for a period greater than 60 months.

11. Employment Opportunities

11.1 In consideration of the flexibility permitted by subsequent modification to the Supplemental Agreement dated October 21, 1974, and in keeping with the philosophy of enhancing a cooperative relationship between the parties, yet recognizing the Publisher makes the final determination on employment decisions, the Publisher agrees that in the event work presently performed by Composing Room employees is transferred from the Composing Room due to new technology, equipment, systems, or processes, and should such transfer result in the creation or addition of new jobs outside the composing room, the Publisher shall do the following:

11.2 The Publisher shall encourage qualified Composing Room employees to apply for such jobs and shall give serious consideration to any Composing Room employee who makes application.

11.3 Depending upon the work transferred, integration of such work with other job requirements, skills required and the level of interest and skill of Composing Room employees preceding a known transfer of work, the Publisher may offer advance training opportunities to Composing Room employees, intending such training should provide the employee necessary qualifications in order to compete effectively for such job(s).

12. Job Security

The Publisher agrees that all Composing Room employees at The Seattle Times whose names appear on the Job Security list will be retained in the employment of the Publisher in accordance with accepted rules governing situation holders for the remainder of their working lives unless vacating situations through retirement, resignation, death, permanent disability or discharge for cause. In the case of a strike or lockout, such employment guarantee shall be suspended for the duration of such work stoppage, but will be resumed immediately on resumption of publication; and provided further, in the event of an "act of God" which results in temporary suspension of publication, the Publisher's job guarantee will be suspended for such period only. In the event of a severe economic downturn, the parties

to this agreement will meet for purposes of determining what appropriate action shall be taken as it relates to this agreement.

Any employee on the Job Security list who refuses a Composing Room situation he is competent to fill, shall be removed from the Job Security list and the Publisher shall have no further obligations for such employee arising out of his having been on the Job Security list.

13. Productivity Leave

In 1975 two (2) weeks of productivity leave will be granted to those employees on the Job Security list actively working at the trade. In 1976 and each year thereafter one (1) week of productivity leave will be granted those employees on the Job Security list actively working at the trade. Such productivity leave will be scheduled by the supervisor and selected in accordance with priority insofar as practicable.

14. Merger or Agency

In the event that newspapers signatory to this agreement should merge, consolidate or form an agency, those employees on the Job Security list of both newspapers will be merged by priority and the guarantees provided to employees on each Job Security list shall continue and be binding on any successor employer resulting from such change.

In the event of a permanent suspension of publication of either newspaper, consolidation or the permanent merger of, or the forming of an agency by the newspapers operating under this contract, all employees not on the Job Security list who have been employed as situation holders or apprentices for one year or longer, and who are discharged through one of these causes and not re-employed as full-time employees in the agency or by the merged papers, shall receive a payment of ten (10) weeks' wages at their regular straight-time rate of pay.

In the event of a permanent suspension of publication of either newspaper, those employees on the Job Security list of that newspaper shall receive a payment of ten (10) weeks' wages at their regular straight-time rate of pay.

In the event that the Union merges with any other union or consolidates its activities in any manner or changes its operation in any manner such change of circumstances will in no manner abrogate

or alter this Job Guarantee and any successor union will be as fully bound by the terms of this Job Guarantee as if such successor union had been an original party hereto.

Any changes necessary to make the old contract consistent with the work arrangements agreed to on OCR, VDT's and electronic storage and retrieval will be made.

This Supplemental Agreement shall be ongoing and part of all future collective bargaining agreements and shall not be subject to amendment except by mutual consent between the parties.

JOB SECURITY LIST

<u>Name</u>	<u>Priority Date</u>
Palmer, R.	9-24-72
Mefford, R. D.	7-23-73

ADDENDUM 5
(Definition of Competence)

MEMORANDUM OF UNDERSTANDING

between
SEATTLE TIMES COMPANY
and
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA, LOCAL 37082
(Representing Composing Employees)

- 1.0 The purpose of the Memorandum is to advise employees of our expectations on the occasions an employee makes a priority claim for work and to provide definitions and guidance to the term competence, as it is utilized in the Composing Room Contract.
- 1.1 This agreement was proposed well in advance of its effective date to encourage employees to access standard and available training classes provided by The Times in order to be competent for any work, work schedules, or shifts they may claim after August 1, 2001.
- 1.2 There are various sections in the Collective Bargaining Agreement which permit an employee to exercise specific priority rights, provided the employee is competent to perform the work. For these purposes the definition of competent is as follows:
- 2.0 Definition
- “An employee shall be competent when the employee can perform all aspects of the work the employee is claiming or the employee is assigned in a satisfactory manner.”
- 3.0 Effective August 1, 2001, employees must be competent to claim shifts, schedules, work assignments, situations, or per Section 4.0 of this Memorandum of Understanding to make such priority claims to avoid layoff as follows:
- 3.1 In the event an employee makes such a priority claim, they must be able to meet the definition of competence or be subject to discipline and termination.
- 4.0 In the event an employee claims to be competent to avoid layoff per Article 14.2 or 14.2.1 of the Collective Bargaining Agreement, the employee must satisfy the definition of competent as follows:
- 4.1 All Employees without a Job Guarantee
- The employee must be competent within two (2) weeks. If significant progress is being made, the period of evaluation may be extended to four (4) weeks, at the Supervisor’s discretion.
- 4.2 Employees with a Job Guarantee
- The employee must be competent within three (3) weeks. If significant progress is being made, the period of evaluation may be extended to six (6) weeks, at the Supervisor’s discretion. If the employee is not competent to perform the claimed work at the end of the appropriate training

period, the supervisor shall assign the employee to another actual situation provided the situation consists of work the employee is competent to perform. The employee(s) displaced by the assignment may exercise priority to claim other work. The Union and the affected employees specifically waive access to Article 17, Standing Committee, for the purpose of grieving any affected employees priority claim to affected situations, shifts or assignments.

- 4.3 Nothing in this Memorandum of Understanding will have any application which alters the terms and conditions of the Supplemental Agreement dated originally October 21, 1974.

ADDENDUM 6

Ad Design/Ad Production Cross-Jurisdictional Agreement
between The Seattle Times
and
the PNNG/CWA Local #37082
(Representing Composing Employees)

The Seattle Times and The Pacific Northwest Newspaper Guild/CWA, Local 37082 (representing Composing employees, hereinafter referred to as the “Union”) recognize there is significant change occurring in the methods and technologies utilized to create and format news content for readers and subscribers and thus multiple platforms upon which to sell advertising. Both Parties agree it is imperative The Times and its employees remain competitive in terms of both selling and supporting advertising sales in a way that our customers demand and maintain contemporary skills.

The Times and The Union further recognize the challenge of selling and supporting the sale of advertising on multiple platforms requiring both basic understanding of the platforms as well as specialized expertise unique to any given platform.

The Seattle Times, through its subsidiary businesses and through unaffiliated employees has several options to support the sale of advertising on current and yet to be developed platforms beyond the printed newspaper. The Times and the Union agree that, while respecting the primary assignments of both unaffiliated employees and Union-represented employees, there will be advantages and efficiencies to not limiting workflow exclusively to traditional assignments.

Both The Times and The Union agree there is a need to develop a significant degree of flexibility in order to support the sale process utilizing skills, teams, concepts and participants who have not historically worked together.

In order to move forward and provide opportunities for all employees and to address historical and traditional concerns, the Parties agree to the following non-traditional agreement.

AGREEMENT:

The Seattle Times and The Pacific Northwest Newspaper Guild/CWA (representing Composing Employees) agree it is a mutual priority for the Publisher to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by the Union and cooperation of the Union.

- A. PNNG/CWA (Composing)-represented employees working or hired into the ad production sub-department of the Operations department may be assigned to work on products and projects as may take place in their usual sub-department or in the digital ad design sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into the digital ad design sub-department of the Sales & Marketing department may be assigned to work on products or projects as may take place in their usual departments or the ad production sub-department of the Operations department including work that has traditionally been considered to be in the jurisdiction of the PNNG/CWA (representing Composing) bargaining unit, subject to the limitations contained in paragraph G below.

- C. The Seattle Times and The Union agree the compensation, benefits, terms and conditions of each employee's home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.
- D. The Parties further agree The Union will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any employee(s) from a non-Union home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the distribution of specific work assignments between PNNG/CWA (representing Composing Employees) and non-PNNG/CWA departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of Composing employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from PNNG/ CWA and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. Effective the date of this agreement, it is intended that future work assignments will keep the size relationship between the PNNG/CWA (Composing)-represented and unaffiliated employees covered by this agreement relatively consistent with the ratio of employees in each unit at the time the company triggers this agreement as provided below, should that occur. For purposes of this agreement, "relatively consistent" shall mean that there shall not be an increase of more than 15% or, at minimum, one person. Should there be a greater disparity from the current size relationship than 15% or one person, either party may call a meeting of the Joint Operating Committee outlined in paragraph F to discuss the reason for the disparity and how it can be resolved taking into consideration skills necessary to meet customer needs. Disparities lasting less than six months shall not be considered a violation of this agreement. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with PNNG/CWA (Composing Employees) shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.
- H. Because this agreement, if triggered, will result in Composing employees performing online-related work, The Seattle Times will provide necessary and appropriate training to develop the skills of those Composing employees expected to perform online design work.

Term: This agreement shall be in effect from February 1, 2013 through January 31, 2016 concurrent with the Collective Bargaining Agreement and shall be renewed and continue in effect for the term of any successor Collective Bargaining Agreement.

The entirety of this agreement shall remain without effect or application in any way unless triggered by the Publisher by means of thirty (30) days written notice to the Union. Upon properly provided written notice, this agreement shall remain in full force and effect until its expiration or termination as described above.

For THE SEATTLE TIMES

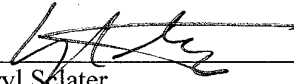


Martin Hammond
Director of HR and Labor Relations

SEP 09 2013

Date

For THE PNNG/CWA LOCAL 37082
(Representing Composing Employees)



Darryl Selater
Administrative Officer

9/1/13

Date