

AGREEMENT BETWEEN
YAKIMA HERALD-REPUBLIC
AND
PACIFIC NORTHWEST NEWSPAPER GUILD
COMMUNICATIONS WORKERS OF AMERICA LOCAL 37082

October 1, 2013, to Sept. 30, 2017

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**Section 1.
Preamble**

This contract is made this 1st day of October 2013 between the Yakima Herald-Republic, a corporation, hereinafter known as the Employer, and the Pacific Northwest Newspaper Guild, CWA Local 37082, chartered by The Newspaper Guild-Communications Workers of America (AFL-CIO), hereinafter known as the Guild.

**Section 2.
Term of contract**

This agreement shall be in full force and effect for a period of four years from Oct. 1, 2013 to Sept. 30, 2017. This agreement may be opened by either party serving a written notice proposing revision and/or replacement of this agreement upon the other party. Said notice shall be served no more than ninety (90) days nor less than sixty (60) days prior to the expiration of this agreement. These time frames may be waived by mutual consent of the parties.

If neither party serves the required notice, this agreement shall be automatically renewed for a period of one (1) year from the expiration date and thereafter for one (1) year upon each anniversary date of that date without further notice.

**Section 3.
Recognition and jurisdiction**

(A) The Employer recognizes the Guild as the exclusive bargaining representative for all Employees covered by this contract.

(B) This contract covers all Employees in the unit described in the Certification of Representative in Case No. 19-RC-4523 dated May 23, 1967, more particularly all Employees in the Employer's editorial department, advertising department, circulation department, accounting department and maintenance department, excluding Employees covered by another collective bargaining agreement, confidential secretaries, all other Employees, supervisors, guards and watchmen as defined by the National Labor Relations Act, and employees who qualify for professional or administrative exemption under the Fair Labor Standards Act.

**Section 4.
Management rights**

(A) Except for those limited by other provisions of this agreement, the Employer shall retain and have the traditional rights to decide and act with respect to the managing of the business and the direction of the working force, including but not limited to the rights to determine the methods of operation, the assignment of work and scheduling of hours, the number of persons to be employed and the right to discharge or discipline for just cause and to make and enforce reasonable department rules.

(B) It is agreed that the parties will abide by the guidelines contained in the Employee Handbook "Substance Abuse" section and an "Agreement for Continuation of Employment Form" in order to establish, maintain and support a safe and productive work environment.

**Section 5.
Equal employment opportunity**

(A) Both the Employer and the Guild agree to abide by all federal and state laws applicable to employment discrimination.

(B) There shall be no dismissal of or other discrimination against an Employee because of membership in the Guild. The Guild agrees to abide by all federal and state laws applicable to membership solicitation.

(C) It is understood that wherever in this agreement reference is made in the masculine gender, it will be recognized as pertaining to both male and female persons.

**Section 6.
Assignment of work**

(A) If the Employer decides to introduce any major changes in methods, processes or equipment, the Guild shall be given reasonable written notice of the change and afforded an opportunity to discuss and negotiate with the Employer the treatment to be accorded Employees who may be directly affected by the change.

(B) Bargaining unit Employees shall continue to be covered by this agreement if assigned work or sales opportunities on new products or new projects. It is understood such assignments may require bargaining unit Employees to work in cooperation with unaffiliated Employees of the Employer and/or subsidiaries or newspapers owned by The Seattle Times Company. It is also understood that such projects may include developing content and transitioning existing content to new electronic products, including but not limited to websites or other electronic formats.

No bargaining unit Employee shall lose work due to such assignment of work or sales opportunities on new products or new projects.

If such work, products or projects include the installation of new equipment or technology, nothing in this section shall restrict or impair the right of the Employer to install or operate such equipment or technology. Nor shall the Employer deny bargaining unit Employees a reasonable time period to adequately train to become proficient in the operation of the new equipment or technology.

The Guild agrees that the assignment of unaffiliated Employees to new work, products or projects does not convey Guild representation of the unaffiliated Employees and the Guild will not use such work assignments or cooperative work efforts as a means to attempt to represent such unaffiliated Employees through accretion, unit clarification or the contract grievance language. The assignment of such new work to bargaining unit Employees shall not lead to a Guild claim of jurisdiction over such new work.

The Yakima Herald-Republic agrees that it shall remain neutral if unaffiliated Employees seek representation under Section 7 of The National Labor Relations Act.

**Section 7.
Employee information**

(A) Within three (3) weeks after hiring a new Employee, the Employer will provide the Guild in writing the name, social security number, classification, address, telephone number, salary and date of hire.

(B) The Employer agrees to provide the Guild in writing information regarding the termination of any Employee in the Guild unit. If said Employee is terminated through discharge, the Guild will receive written notice within twenty-four (24) hours. For all other terminations, the Guild will receive written notice within three (3) weeks. The Employer also agrees to provide written information regarding changes in classification and salary within three (3) weeks after the change occurs.

**Section 8.
Grievances-arbitration**

(A) All alleged violations of this agreement by the Employer, or any dispute or difference over the meaning or application of any part thereof, which cannot be settled otherwise, shall be submitted to the Employer in a written grievance by the Guild on behalf of an Employee or Employees, or on its own behalf, according to the following procedures:

(B) A grievance involving an individual Employee or Employees shall be submitted in writing to the immediate supervisor, or, in his/her absence, to the Director, who shall attempt to settle the grievance immediately. Failing a mutually satisfactory resolution within five (5) working days after receipt of the grievance by the supervisor or Director, the Guild may take up the grievance on behalf of the Employee or Employees involved with a management grievance committee appointed by the Publisher. Said committee shall be composed of three (3) persons.

(C) A grievance brought by the Guild on its own behalf shall be submitted in writing to the Human Resources Director. Within ten (10) working days of the receipt of such written grievance by the Human Resources Director, a management grievance committee appointed by the Publisher shall meet with representatives of the Guild for the purpose of resolving the grievance. Failing such resolution, the Guild may demand that the dispute or grievance be submitted to final and binding arbitration.

(D) Written grievances pursuant to Paragraph (A) above must be submitted to the appropriate supervisor or to the Human Resources Director within thirty (30) calendar days after the grieving Employee or the Guild knew or reasonably should have known of the facts giving rise to the grievance.

(E) A demand for arbitration by the Guild shall be made in writing to the Human Resources Director not more than thirty (30) calendar days after submission of the original written grievance. Within five (5) working days of the receipt of such written notice the parties shall meet and select an arbitrator to whom the grievance shall be submitted for final and binding decision. If for any reason an arbitrator cannot be selected by mutual agreement the parties shall join in asking the Federal Mediation and Conciliation Service to provide a panel of eleven (11) names of arbitrators. From such panel each party shall strike a name in turn until one (1) name remains. The remaining person shall be the agreed-upon arbitrator.

(F) Rules of procedures to govern the hearing shall be established by the arbitrator and his/her award shall be final and binding. The arbitrator shall have no power to add to, subtract from, alter or vary in any way the express terms of this agreement, nor imply any restriction or burden against either party that has not been assumed by the express language of the agreement, nor shall the arbitrator have any jurisdiction to hear and determine any question involving an assignment of work.

(G) Time is of the essence; however, the parties by mutual consent may extend any of the time limits set forth above. A grievance not filed in writing within thirty (30) calendar days as provided in Paragraph (D) above shall be deemed to have been abandoned, and any demand for arbitration not made within the time limits provided in Paragraph (E) above shall be deemed to have been settled on the basis of the Employer's disposition in the last step.

(H) Each party shall bear the fees and expenses of its own case. The fees and expenses of the arbitrator and other joint costs of the arbitration shall be shared jointly and equally between the parties.

(I) Reduction in the size of the work force and renewal of this contract and differences arising out of the contract interim openings shall not be subject to arbitration.

Section 9.
Introductory period

(A) The first six (6) months after hiring shall constitute the introductory period for a new Employee.

(B) During the introductory period the Employer shall have the absolute prerogative of termination of the new Employee.

**Section 10.
Dismissals**

(A) After an Employee has worked for the Employer for the introductory period as stipulated in Section 9, there shall be no discharge of such Employee without just cause, and the Guild shall receive written notice of such discharge within twenty-four (24) hours. The Employer also agrees to provide in writing the reason for such discharge if requested by the Guild.

(B) In the event the Guild determines such discharge to be arbitrary or capricious or that no just cause for the discharge exists, the Guild may within thirty (30) days of the date of discharge submit the Employee's case to grievance procedure in accordance with the provisions of Section 8 of the contract. An arbitrator shall have the power to reinstate a discharged Employee only if said arbitrator finds that the Employer acted arbitrarily or capriciously, or that no just cause for the discharge exists. If an Employee is found to have been wrongfully discharged under this section and his reinstatement is ordered, the arbitrator shall have the power to determine how much, if any, back pay should be awarded.

**Section 11.
Layoffs-rehiring**

(A) Layoffs to reduce the force shall be the absolute prerogative of the Employer. The layoff of Employees following their introductory period as stipulated in Section 9 shall be as follows: The Employer shall lay off first, within their classifications, those Employees who have been employed for the shortest periods of time except in those cases where general consideration of overall job performance, merit or ability favors retention of such Employees over Employees who have been employed for longer periods of time. When rehiring, the Employer shall give preference to former Employees if they are available within three (3) weeks and their desire for re-employment is known to the Employer and who have been laid off within the preceding six (6) months. As among such Employees, those who have been laid off the shortest period of time shall be afforded the greatest preference.

(B) An Employee rehired under this section shall not be considered as an introductory Employee.

(C) An Employee rehired under this section, in the same classification as when laid off, will receive credit for time worked in that classification when determining his wage rate at the time of rehire. An Employee rehired within ninety (90) working days under this section, in the same classification as when laid off, will be reinstated on the date of full-time re-employment in all fringe benefit programs, without penalty unless otherwise prohibited.

Section 12.**Termination notice/severance**

(A) The Employer shall give Employees designated for layoffs to reduce the force at least two (2) weeks notice or in lieu thereof two (2) weeks pay and Employees shall give the Employer two (2) weeks notice of intent to resign.

(B) Upon discharge to reduce the force, or because of permanent suspension of publication, an Employee, with one (1) year of service or more, covered by this agreement shall receive in a lump sum, an amount equal to two (2) weeks pay for each year of his service with the Employer. Such sum is to be computed at the highest rate of regular weekly pay received by the Employee during the immediate six (6) months preceding termination of employment. However, no Employee will receive total severance pay in excess of seven (7) weeks pay, except that for each year of service in excess of twenty (20) years, an Employee will earn one (1) week of additional severance pay (as computed above) for each year of such service up to a maximum of four (4) additional weeks pay.

(C) This section shall not apply to introductory Employees.

Section 13.**Employee competency**

The Employer is the sole judge of the competency of Employees. However, if an Employee is judged incompetent by the Employer, this will not waive the procedures afforded the Guild in Section 10(B) of this agreement.

Section 14.**Hours**

(A) Forty (40) hours within five (5) days shall constitute a week's work. Excluded from the 5-day provision are Employees in the Classified Phone Room and District Managers and District Manager Trainees in the Circulation Department. Eight (8) hours worked within nine (9) consecutive hours shall constitute a day's work, unless mutually agreed upon by the employee and supervisor. The publisher may hire employees to work less than thirty-five (35) hours per week, who shall be classified as part-time. Hours worked in excess of forty (40) hours within any one week shall be compensated at one and one-half times the Employee's regular wage reduced to an hourly basis and shall be paid in cash or, at the Employee's request, as "compensatory time" as currently outlined in WAC 296-128-560. However, Staff Photographers, Reporter Trainees, Staff Reporters, Copy Editors, Ad Production Clerks, Assistant News Editors and District Managers may be scheduled to work four (4) days of ten (10) hours when scheduled in compliance with Paragraph (B) below. Outside Advertising Salespersons are exempt from the hours restrictions and overtime compensation provided by this section.

(B) Schedules of days and hours of work will be maintained by the Employer and will be posted by Directors on appropriate bulletin boards not later than Friday morning for the following two (2) calendar weeks. Directors will try to maintain days off on corresponding days of each week and will try to schedule them on consecutive days with one (1) of the days falling on a Saturday or Sunday whenever possible. No employee's starting time will be changed within twenty-four (24) hours notice. A day or days off for each employee shall be designated by the Publisher and shall continue regularly unless changed by notice of not less than two (2) weeks to the employee. Though schedule changes may be necessary from time to time, the Employer agrees to hold them to an absolute minimum and to involve as few Employees as possible.

(C) When an Employee finishes a shift and is called back to perform additional work, the Employer will pay for the actual call back time worked or a guaranteed minimum of two (2) hours. The Employer agrees to hold all call backs to an absolute minimum. This provision also applies when employees are called to do work on their days off.

(D) Employees shall be paid every other week for the two-week period ending the prior Saturday. With at least 90 days' notice, the employer may change the day of the week on which the actual payday falls one (1) time during the term of this contract.

(E) Employees engaged on out-of-town assignments that require an overnight stay shall be allowed credit for an eight (8) hour working day during each twenty-four (24) hours, whether or not a full eight (8) hours are worked. If employees travel during working hours and, in addition, work on the assignment, so that more than eight (8) hours actual work and traveling time are required out of any twenty-four (24) hours during such assignment, the employee shall receive overtime pay for any hours in excess of forty (40) hours in a work week. An employee may choose to utilize compensatory time in lieu of pay for hours exceeding the 40 hour work week.

(F) Both the Employer and the Guild agree to abide by Federal and State laws applicable to rest periods and meal periods.

(G) The Employer agrees that its Directors will try to maintain a schedule that allows for a minimum of eleven (11) hours between shifts in order to give Employees time for rest. The Employer agrees that a longer rest period between shifts is beneficial and agrees to keep 11-hour turnarounds to an absolute minimum.

Section 15. Holidays

(A) There shall be eight (8) recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Full-time employees who work on any official holiday, with the exception of Labor Day, Thanksgiving Day and Christmas, shall receive straight-time pay for all hours worked and an additional day off with pay (the day shall be selected with mutual agreement between the employee and his or her supervisor, and scheduled within thirty (30) days of the

holiday). The holiday will be the legally observed day rather than the calendar day if there is a conflict. If a holiday or day observed as such falls on an Employee's regular day off, an additional day off will be granted and scheduled within thirty (30) days of the holiday. Employees who work on Labor Day, Thanksgiving Day and Christmas Day shall continue to have the option of an additional day off with pay, or an additional day's pay. Provided that such holiday pay, when it constitutes a sixth (6th) shift within a single week, will not be at time-and-a-half, but at straight time.

(B) In addition to the holidays listed in (A) above there will be an additional holiday, designated as a Personal Day for Employees who have completed three (3) months of continuous full-time employment. This Personal Day will be arranged between each Employee and his supervisor, provided it must be scheduled prior to October 1 of each year and will not be carried forward or paid if not taken except in the event that day is denied by the Employer. A Personal Day will not be granted after an Employee has given notice of intention to terminate employment with the Employer.

**Section 16.
Vacation**

(A) Vacation accrual for full-time employees will run on a calendar year basis, allowing employees to use vacation time as it is earned. Vacation will accrue each pay period 1/26th of a year's vacation each pay period. Employees will find the total accrued vacation for which they are eligible on their check stub. Each future payroll 1/26th of their accrual will be added to the total, and vacation taken will be subtracted as it is used. Accrual for 40-hour schedule is as follows:

<u>Length of Service:</u>	<u>Maximum Annual Vacation</u>	
Less than one year.....up to 10 days	80 hours	3.08 hrs per payroll
1 year employment.....11 days	88 hours	3.38
2 years employment.....12 days	96 hours	3.69
3 years employment.....13 days	104 hours	4.00
4 years employment.....14 days	112 hours	4.31
5 years or more employment.....15 days	120 hours	4.62
10 years or more employment.....20 days	160 hours	6.15

The rate of accrual will change during the payroll period in which the employee becomes eligible for additional vacation.

New employees will be eligible to take earned vacation time after six months of employment.

Employees are not permitted to take vacation if doing so would put them in a deficit situation.

Employees will be permitted to carry over up to one half of their annual accrual into the next calendar year. Vacation accrual in excess of the one half limit that is unused will be forfeited.

Part-time employees will continue to accrue vacation during a calendar year to be taken the

following calendar year, as outlined in Section 24(F).

(B) By Jan. 1 of each year, management shall post a vacation schedule covering the period from April 1 until March 31 of the following year. Employees with the longest continuous length of service with the Company will have first choice of posted vacation schedule applicable to their classification. Seniority vacation preference will be in effect between January 1 and March 15 of any year, on a rotation basis. The most senior employees shall be limited to two of the recognized holiday weeks during the first rotation. Between April 1 and the following December 31 new vacation requests will be on a first-come basis. The Employer will provide reasonable notice of vacation schedules and Employees will provide reasonable notice should they request a change in vacation schedule. Employees entitled to three (3) weeks or more of annual vacation will be expected to schedule at least two (2) weeks of such vacation in blocks of not less than five (5) nor more than ten (10) days. It is incumbent upon Supervisors and Employees to schedule vacation in compliance with current contract provisions and in a manner that assures adequate staffing levels.

(C) Anyone leaving employment with the Employer, voluntarily or otherwise, shall be granted pay for all accrued vacation. However, if an Employee voluntarily resigns or is discharged for just cause before six (6) months of employment, all vacation benefits will be forfeited. After six (6) months of employment, if an Employee voluntarily resigns and provides less than two weeks notice, the Employee shall forfeit accrued vacation time equal to two weeks of his or her regular work schedule, less any time worked during the actual notice period.

(D) Payment of vacation shall include night differential for Employees who have been regularly scheduled to work nights for at least five (5) shifts per week during the preceding three (3) months.

Section 17. Insurance

(A) The medical, dental, surgical and hospitalization plan premiums for an Employee and for coverage of spouse and dependent children following three (3) months of continuous full-time service will be shared by the Employer contributing 75% of the premium for the employee-only cost and 65% for dependent coverage. The employee contribution shall be diverted from the employee's earnings on a pre-tax basis.

(B) Premium increases or decreases during the term of the contract will continue to be shared at the same rate as mentioned in section (A).

(C) The Employer will continue to provide a group life insurance plan through the life of this agreement.

(D) The Employer agrees to provide an explanation of information on medical plan premium increases.

(E) Employee contributions required by Section 17(A) and (B) above and (F) below shall be diverted from the Employees' earnings on a pre-tax basis.

(F) A Vision Care plan will be available for qualified Employees and dependents, the premium to be paid by the Employee on a pre-tax basis.

(G) The Employer will continue the present Dependent Care Assistance Plan which allows Employees to pay for various expenses for the care of dependents described in the Summary Plan Description with pre-tax dollars.

Section 18. Pension

(A) 1. The Publisher will, during the life of this agreement, continue to offer a 401(k) Savings Plan. If the company provides a 401(k) match to unaffiliated employees, it agrees to provide a match to members of this unit.

2. If the company reduces or increases its match to unaffiliated employees, Guild employees' match will be changed to the same matching percent.

For example, if the company contribution for qualifying unaffiliated employees is decreased to a 45 percent match of contributions up to 5 percent it will be decreased to a 45 percent match of contributions up to 5 percent for qualifying Guild employees. If the match for unaffiliated employees later increases to 60 percent of contributions up to 5 percent, it will increase to 60 percent of contributions up to 5 percent for Guild employees.

(B) The two (2) percent additional company contribution that was part of the previous contract is eliminated.

Section 19. Sick leave/ bereavement leave

(A) Each Employee shall accumulate paid sick leave at the rate of one (1) day for every two (2) months of service, to a total of ninety (90) days. Benefits shall accumulate beginning at the time of employment, but an Employee may not use accumulated benefits until the completion of three (3) months continuous full-time service. Sick leave will be paid for illness of the employee or to care for a child (including a disabled adult child) of the employee with a health condition or a spouse, parent, parent-in-law, or grandparent of the Employee who has a serious health condition or emergency condition as currently defined by WAC 296-130. In the event that an Employee does not use any sick leave during a calendar year, effective January 1 the Employee will be given one (1) additional day (8 hours) of sick leave.

(B) The Employer maintains the right to require a doctor's certification of illness or release for return to work.

(C) Those Employees with more than three (3) years of continuous full-time service shall, upon the yearly anniversary date, have their sick leave replenished to a minimum of six (6) days if below that level due to surgery.

(D) An Employee will be eligible for bereavement leave after three (3) months of service. The Employee will be paid for up to three (3) consecutive scheduled work days for absence due to death in the immediate family of the Employee. Immediate family includes father, mother, step-father, step-mother, father-in-law, mother-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, son-in-law, daughter-in-law or domestic partner of either gender. An Employee also may use up to three (3) consecutive days of sick leave for absence due to death in the immediate family of the Employee.

Section 20.

Jury duty/witness appearance

(A) The Employer will pay the difference between an Employee's regular pay and jury fee received for up to five weeks or twenty-five (25) consecutive working days. Additional jury duty will be allowed, but will be unpaid time. Employees released from jury duty during their scheduled shift will be expected to return to work.

(B) In the event an Employee is required to appear and give testimony in a court of law pursuant to the receipt of a subpoena issued by a court of competent jurisdiction in the State of Washington, the rules of jury duty pay will apply, provided the Employee's participation qualifies for receipt of a witness fee.

Section 21.

Leaves of absence

(A) Leaves of absence without pay may be arranged by mutual agreement between an Employee and a Director, and will be granted subject to the approval of the Publisher.

(B) Up to 12 weeks of family and/or medical leave during any 12-month period will be granted to eligible Employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Family and Medical Leave will be unpaid time off, except any vacation time earned in excess of one week (5 days) must be taken before unpaid time is approved, and accrued sick leave may be used for illness of the Employee or for the Employee to care for a child (including a disabled adult child) of the Employee with a health condition or a spouse, parent, parent-in-law, or grandparent of the Employee who has a serious health condition or emergency condition as currently defined by WAC 296-130.

(C) Sick leave benefits may be applied to leaves of absence for illness, temporary physical disability or maternity leave up to the limit accumulated under the company's policy by the Employee for the period during which the Employee is unable to safely and efficiently perform his/her work. The Employee claiming benefits shall provide medical evidence establishing the period of disability, provided that the company shall have the right to verify any claims through physicians of its choice. If the Company requires an Employee to see its doctor for purposes of verification under this section, the Company will pay the fee. Fathers of newborn or newly adopted children may take up to three (3) days of sick leave to be with their family.

(D) In the event an Employee is elected or appointed to any office of the Newspaper Guild-CWA, or office of a local Newspaper Guild-CWA, such Employee shall be given unpaid leave of absence should he/she request such leave. The number of Employees on leave under this paragraph shall be limited to one (1) Employee from any department but no more than three (3) Employees at any one time and not to exceed five (5) working days each year per Employee.

(E) An employee may also be granted an unpaid leave of absence if that employee wins or is the recipient of an industry-related fellowship or study grant, or is accepted into a job-relevant program of academic study. Such leave shall be for the period of the fellowship, grant or program but not to exceed one year, unless approved by the Employer.

The employee shall request the leave at least thirty (30) days prior to application for the fellowship, grant or program and the Employer shall notify the employee within fourteen (14) days as to whether the request is approved or denied.

The Employer shall deny such request for leave only when circumstances or needs warrant such denial.

If and when an employee receives authorization for a leave of absence, the person will be subject to the same provisions under section 11 regarding layoffs.

When an employee is on a leave of absence for an industry-related fellowship or study grant, or is accepted into a job-relevant program of academic study and decides not to return to work, he or she will need to give the Employer at least thirty (30) days notice of resignation.

(F) Maternity/Paternity: The employer agrees to follow all state and federal guidelines regarding maternity and paternity leave. Employees on maternity or paternity leave shall have access to the Emergency Leave Bank under the same terms and conditions as other employees on leave.

Section 22. Classifications

(A) Classifications for the purpose of establishing minimum wage rates are attached as Appendix I to this agreement.

(B) Nothing in this section shall be construed to prevent individual Employees from negotiating with the Employer for salaries in excess of the minimums specified.

(C) When an Employee is required to substitute for another Employee in a higher salary classification, he shall receive a premium. An Employee who substitutes for another Employee in a higher classification or who substitutes for a supervisor for an entire day shall receive a premium of \$5.00 per day. Section 22(C) also shall apply to copy editors working as slot editor or local editor, and sports reporters assigned to copy editing shifts. If a part-time sports clerk is assigned to writing duties that require leaving the building, the clerk shall receive the substitute premium (\$5.00) for that part-time shift. This option is allowed only if the sports clerk is age eighteen or older and has provided required documentation as an approved driver of a personal vehicle.

(D) Initial experience rating will be determined by the Employer. Years specified in the minimum salary schedule in this section shall be construed to mean the actual years of experience in the specified job classification in the employ of the Employer.

(E) Each full-time Employee whose regular shift does not end by 6 p.m. shall receive a night differential of \$3.75 per shift. This subsection does not apply to Circulation District Managers and Outside Advertising Salespersons.

(F) It is agreed that the Company may hire up to four (4) temporary interns who shall not displace regular Employees or be employed for more than a 12-month period.

(G) The Employer may employ Outside Advertising Salespersons whose wage rates are not established by Appendix I but who are compensated by a commission rather than a weekly wage rate. The commission will be mutually agreed upon between the Employer and the Employee.

(H) District Managers' quarterly bonus goal shall be set by the 5th of the month beginning each new goal quarter.

(I) It is agreed that the Employer may hire no more than two (2) Reporter Trainees, two (2) Sales Trainees, one (1) Computer Operator Trainee, and one (1) District Manager Trainee at one time unless mutually agreed between the Guild and the Employer. Trainees shall not displace regular Employees or be employed for more than a two-year period.

(J) The parties agree that the employees assigned the role of Section Coordinator for the weekly entertainment tabloid and outdoor-recreation section will be paid in the classification of Lead Reporter for sixty-five (65) percent of hours worked and in the classification of Staff Reporter for thirty-five (35) percent of hours worked during each week. The rate split shall not apply to employees whose regular classification is paid at a higher rate than Lead Reporter. A semiannual determination by the employees' supervisor in consultation with the employees shall be done to verify the workload and update the percentages mentioned above. If these publications are eliminated, the Lead Reporter pay will no longer apply.

Payment at the Lead Reporter rate shall not apply to Scott Sandsberry, however, any new hire as the outdoor-recreation section coordinator will be paid as mentioned above.

Section 23.
Expenses

(A) The Employer shall reimburse Employees for all authorized expenses incurred in the service of the Employer.

(B) Mileage for authorized use of personal vehicles on Employer business shall be compensated for at the rate of twenty-nine cents (\$.365) per mile. Mileage rate will increase or decrease by one half cent for each ten cents (\$.10) increase or decrease in the average retail cost of regular unleaded self-service gasoline reported for the area by the American Automobile Association. (The AAA average cost of regular unleaded self-service gasoline upon which this rate was based was \$3.557 as of April 16, 2008.)

(C) For the purpose of reimbursement of expenses to Employees who are authorized and required to use their home to perform company work, the following will apply:

1. A. The Employer agrees to pay the basic fee for one (1) telephone in the home of the Employee and will pay all toll charges and long distance charges connected with the job, or
B. The Employer shall reimburse the Employee for business use of a cell phone per paragraph (E) below. The Employer shall also reimburse the Employee for the cost of fax to e-mail service.

The reimbursement option shall be selected by mutual agreement between the Employer and Employee.

2. The Employer will pay the Employee a minimum of \$50.00 per month for a full-time Employee or \$25.00 per month for a part-time Employee who is required to use his/her home for office space in performing his/her duties.

3. Whenever an Employee is required to use his/her home as office space in the performance of his/her duties, the Employer agrees to outline the above provisions and the Employee will be required to sign a form stating that he/she has been properly informed of the requirement of the use of his/her home for an office and the provisions for reimbursement.

(D) The Employer agrees to reimburse photographers for reasonable costs of repair if a photographer is using personal equipment with approval of the chief photographer or designee, on an assignment for the Employer, and the personal equipment is damaged or stolen, not due to negligence.

(E) The Employer shall reimburse Employees for business use of a cell phone with prior supervisor approval of business necessity. At the Employer's discretion, reimbursement may be (1) a percentage of the Employee's own cell phone charges, based on the percentage of business usage minutes, (2) \$30 per calendar month for a cell phone with voice minutes, or \$50

per calendar month for a cell phone with voice minutes and data plan to be paid monthly as gross amounts as part of the employee's bi-weekly paycheck or (3) providing the Employee with a cell phone. If the Employer requires an Employee to have a cell phone and he chooses not to purchase a phone plan, the Employee may choose option (3) and be provided a company cell phone for business use only.

Section 24.

Part-time employees

(A) The Employer may hire individuals to work less than eight (8) hours per day and/or less than thirty-five (35) hours per week. Such Employees shall be classed as part-time Employees and the provisions of this section alone shall cover their employment.

(B) All part-time Employees shall be subject to Section 6 (Assignment of Work), Section 8 (Grievance-Arbitration), Section 19(D) (Bereavement Leave), and Section 23 (Expenses).

(C) All part-time Employees shall be paid not less than the minimum salary in Appendix I for the classification into which they are assigned and they shall earn credit toward experience progression and advance based on length of service.

(D) Any part-time Employee who is required by the Employer to work more than forty (40) hours during any one (1) week shall be compensated at the rate of time and one-half in cash for all time actually worked in excess of forty (40) hours during any one (1) week. Outside Advertising Salespersons are exempt from the hours restriction and overtime compensation provided by this section.

(E) Part-time employees who work on holidays, with the exception of Labor Day, Thanksgiving Day and Christmas Day, shall be compensated at the straight-time rate for all hours worked. Part-time employees who work Labor Day, Thanksgiving Day and Christmas Day shall continue to be paid at the overtime rate of time and one-half in cash for all hours worked on the holiday.

(F) Any part-time Employee who regularly works between twenty (20) hours and thirty-five (35) hours per week shall be covered by Section 16 (Vacation) on a pro-rata basis and shall also be covered by Section 9 (Introductory Period) and Section 10 (Dismissals).

(G) Part-time Employees who have completed three (3) months of continuous service, averaging between twenty (20) hours and thirty-five (35) hours per week during that time will be eligible for participation in the medical and dental insurance plan for themselves and their eligible dependents at their own expense.

(H) If a part-time sports clerk is assigned to writing duties that require leaving the building, the clerk shall receive the substitute premium of \$5.00 for that part-time shift. This

option is allowed only if the sports clerk is age eighteen or older and has provided required documentation as an approved driver of a personal vehicle.

**Section 25.
Strikes-lockouts**

(A) During the life of this agreement, the Guild, its officers, agents and Employees represented by this agreement agree that they shall neither engage in nor encourage any strikes, byline or credit line strikes, slowdowns, work stoppages, or sit-downs, including sympathy strikes, and sympathy picketing of the Employer.

(B) Any Employee who violates this provision shall be subject to disciplinary action.

(C) Any suit for damages resulting from the Guild's violation of this section shall not be subject to the arbitration provisions of this agreement.

(D) During the life of this agreement the Employer shall not lockout any of the Employees covered by this agreement.

**Section 26.
Miscellaneous**

(A) The Guild shall have the right to maintain four (4) bulletin boards in convenient plant locations for use of the Guild members for official Guild information. When job openings occur within the bargaining unit, notice will be given to the Guild for posting. (This provision may be subject to the grievance provision, but not to arbitration.)

(B) An Employee's byline or credit line shall not be used over the Employee's protest. The Employer will make a good-faith effort to bring to the Employee's attention substantive changes in material submitted for publication. (This provision may be subject to the grievance provision, but not to arbitration.)

**Section 27.
Transfers**

The Employer agrees that no Employee within the unit represented by the Guild will be required to transfer to another newspaper owned by The Seattle Times Company, Inc. without the consent of the Employee.

**Section 28.
Safe conditions**

The Employer agrees to keep the plant in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times. The Employer will, whenever an Employee's work station is substantially new or substantially changed, or upon an Employee's request and at other times the Employer considers appropriate, conduct an ergonomic evaluation of the Employee's work station and provide additional equipment the Employer determines is necessary to ensure an ergonomically sound work station.

**Section 29.
Complete agreement**


This agreement (together with any letters of agreement executed concurrently herewith) is the complete agreement between the parties and supersedes all prior agreements and practices. It is also acknowledged that during negotiations which resulted in this agreement the Guild and the Employer had the full right and opportunity to make demands and proposals with respect to all people subject to collective bargaining and that both parties agree, for the life of this agreement, that neither shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

To the best knowledge and belief of the parties this agreement now contains no provisions which are contrary to Federal or State law. Should, however, any provision of this agreement at any time during its life be held by a court of competent jurisdiction to be in conflict with Federal or State law, either party shall have the right to open this agreement on those matters held to be in conflict with the law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of January, 2014.

YAKIMA HERALD-REPUBLIC


PACIFIC NORTHWEST NEWSPAPER GUILD,
TNG-CWA LOCAL 37082




Sharon Prill, Publisher



Marcus Michelson, Unit Chair



Maria Barajas



Mai Hoang



Rick Oram



Darryl Sclater

MEMORANDUM OF UNDERSTANDING
UNPAID TIME OFF

This agreement is made between the Yakima Herald-Republic (hereafter “the Employer”) and the Pacific Northwest Newspaper Guild-CWA (hereafter “the Guild”) to provide for unpaid furlough over the term of the 2013-2017 collective bargaining agreement.

The parties agree as follows:

If, during the term of the 2013-2017 collective bargaining agreement, the Employer shall require its unaffiliated and managerial employees to take unpaid furlough, the Employer may require an equivalent amount of furlough on the part of Guild Employees, up to two (2) days or sixteen (16) hours in any one calendar year, and no more than five (5) days or forty (40) hours over the entire term of the agreement.

For the Yakima Herald-Republic:



Maria Barajas

11/30/14

Date

For the Pacific Northwest Newspaper Guild:



Darryl Sclater

01/08/14

Date

Memorandum of Understanding Commission Sales

This agreement is made between the Yakima Herald-Republic (hereafter “the Employer”) and Pacific Northwest Newspaper Guild-CWA to establish a commission compensation plan. The following agreement will be effective from Oct. 1, 2013, to Sept. 30, 2017.

Commission Sales Agreement

This agreement is made between the Yakima Herald-Republic and _____, an Advertising Salesperson. The following Agreement will be effective from _____ to _____ when it will be subject to review.

1. A monthly commission will be calculated as follows for revenue generated from the Yakima Herald-Republic portfolio of products:
_____ percent commission will be paid on total advertising revenue produced each month if that revenue is less than or equal to the revenue goal for the territory.
_____ percent commission will be paid on total advertising revenue produced each month if total advertising exceeds goal for the territory. The commission for the preceding month will be paid on the last pay period of the following month.
2. A monthly commission will be calculated as follows for revenue generated from other products, which may include commercial print, online, or niche products: _____ percent commission will be paid on _____ revenue produced each month. The commission for the preceding month will be paid on the last pay period of the following month.
3. At the discretion of management, a pilot quarterly “Catch-up” bonus will be calculated as follows: If a sales rep misses revenue goal for any month(s) within a given quarter but still achieves total quarterly revenue goal, then the month(s) missed will be recalculated at the higher commission percentage (_____) and the difference between the lower percentage (_____) and the higher percentage will be paid. This bonus will be paid on the last pay period of the month following the quarter’s end. This plan will be in effect for Q2 and Q3 2012 and upon evaluation, may be extended.
4. A draw of _____ dollars and no cents (\$_____) will be paid each pay period of the month. The draw will be deducted from commission earned each month. In a month in which there are three pay periods, the draw will be paid for the first two pay periods and the net commission paid on the last. In the event that the draw paid exceeds the commission earned in a given month, the difference will be deducted in total from the following month’s commission.
5. Vacation, holiday, jury duty and sick leave days will be paid at the rate of one dollar (\$1.00) per day for days earned. However, beginning with the sixth (6th) consecutive sick leave day, you will be paid based on your previous twelve (12) months’ commission converted to a daily average to a maximum of days accrued per the current bargaining agreement.

6. Upon termination of employment, you will be paid for accrued vacation based on your previous three (3) months' commission converted to a daily average to a maximum of days accrued per the current bargaining agreement.

7. If a salesperson violates company credit procedures and an account is subsequently written off or sent to collection, the amount owing, less finance charges, will be deducted from the commissionable revenue for the current month. Any amount recovered through subsequent collection will be added to the revenue for the current month.

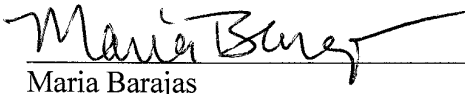
8. If an existing amount with a balance owing files for protection under U.S. bankruptcy code, the amount written off will not be deducted from commissions as outlined above. However, any advertising revenue generated by that account will remain in the territory revenue goal for the following year.

9. Company-paid life insurance will be in effect on the first of the month after 90 days of employment. Your life insurance amount will be established by averaging your first three months' commission or guaranteed minimum, whichever is greater. Beginning next January, your life insurance will be determined by your previous year's W-2 gross wage, annualized if service is less than one year. On each January thereafter, the gross wage on the W-2's from the previous two years will be averaged to set your life insurance amount.

10. This agreement is not an employment contract but only sets forth details of a commission compensation plan. This agreement may be modified at any time by mutual consent between the Employer and the salesperson.

(Signature lines for Advertising Director, Salesperson, Human Resources Director and Publisher.)

For the Yakima Herald-Republic:



Maria Barajas

1/30/14

Date

For the Pacific Northwest Newspaper Guild:



Darryl Sclater

01/08/14

Date

APPENDIX I MINIMUM WAGE RATES

Effective with the beginning of the pay period following Oct. 1, 2013, and the beginning of the pay period that includes Oct. 1, 2015 (Year 3) and Oct. 1, 2016 (Year 4).

Assistant News Editor	% increase	Begin	1 year
Years 1 and 2	0	25.26	25.93
Year 3	0.5	25.39	26.06
Year 4	1.0	25.64	26.32

Copy Editor	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	18.13	18.78	20.39	22.06	23.50	24.61
Year 3	0.5	18.22	18.87	20.49	22.17	23.62	24.73
Year 4	1.0	18.40	19.06	20.70	22.39	23.85	24.98

Lead Reporter	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	17.69	18.28	19.77	21.35	22.78	23.97
Year 3	0.5	17.78	18.37	19.87	21.46	22.89	24.09
Year 4	1.0	17.96	18.56	20.07	21.67	23.12	24.33

Staff Reporter - Photographer - Computer Technician	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	17.03	17.62	19.10	20.68	22.12	23.30
Year 3	0.5	17.12	17.71	19.20	20.78	22.23	23.42
Year 4	1.0	17.29	17.89	19.39	20.99	22.45	23.65

District Manager	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	14.90	15.41	16.72	18.10	19.36	20.38
Year 3	0.5	14.97	15.49	16.80	18.19	19.46	20.48
Year 4	1.0	15.12	15.64	16.97	18.37	19.65	20.69

Artist - Layout Coordinator	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	13.31	13.77	14.82	15.76	17.33	18.03
Year 3	0.5	13.38	13.84	14.89	15.84	17.42	18.12
Year 4	1.0	13.51	13.98	15.04	16.00	17.59	18.30

District Manager Trainee	% increase	Begin	6 mos.	1 year	
Years 1 and 2	0	12.30	12.73	13.81	Promote to staff
Year 3	0.5	12.36	12.79	13.88	Promote to staff
Year 4	1.0	12.49	12.92	14.02	Promote to staff

Reporter Trainee - Sales Trainee	% increase	Begin	6 mos.	1 year	
Years 1 and 2	0	14.06	14.54	15.79	Promote to staff
Year 3	0.5	14.13	14.61	15.87	Promote to staff
Year 4	1.0	14.27	14.76	16.03	Promote to staff

Secretary	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	12.28	12.70	13.64	14.53	15.83	16.50
Year 3	0.5	12.34	12.76	13.71	14.60	15.91	16.58
Year 4	1.0	12.46	12.89	13.85	14.75	16.07	16.75

Computer Operator - Payroll	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	13.90	14.37	15.44	16.44	17.92	18.70
Year 3	0.5	13.97	14.44	15.52	16.52	18.01	18.79
Year 4	1.0	14.11	14.59	15.67	16.69	18.19	18.98

Accounting Clerk - PBX - Single Copy Merchandiser	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	11.55	11.94	12.82	13.65	14.89	15.54
Year 3	0.5	11.61	12.00	12.88	13.72	14.96	15.62
Year 4	1.0	11.72	12.12	13.01	13.86	15.11	15.77

Librarian	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	12.50	12.95	13.89	14.40	15.54	16.27
Year 3	0.5	12.56	13.01	13.96	14.47	15.62	16.35
Year 4	1.0	12.69	13.14	14.10	14.62	15.77	16.51

Prepress Specialist	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	11.66	12.06	12.95	13.78	15.04	15.68
Year 3	0.5	11.72	12.12	13.01	13.85	15.12	15.76
Year 4	1.0	11.84	12.24	13.14	13.99	15.27	15.92

Telephone Salesperson	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	10.55	10.94	11.71	12.18	13.11	13.73
Year 3	0.5	10.60	10.99	11.77	12.24	13.18	13.80
Year 4	1.0	10.71	11.10	11.89	12.36	13.31	13.94

Facilities - Transportation - Maintenance Worker	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	11.39	11.77	12.66	13.38	13.75	14.16
Year 3	0.5	11.45	11.83	12.72	13.45	13.82	14.23
Year 4	1.0	11.56	11.95	12.85	13.58	13.96	14.37

Computer Trainee	% increase	Begin	6 mos.	1 year	
Years 1 and 2	0	12.05	12.45	13.59	Promote to staff
Year 3	0.5	12.11	12.51	13.66	Promote to staff
Year 4	1.0	12.23	12.64	13.79	Promote to staff

Clerk Typist	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	10.47	10.84	12.16	12.62	13.05	14.06
Year 3	0.5	10.52	10.89	12.22	12.68	13.12	14.13
Year 4	1.0	10.63	11.00	12.34	12.81	13.25	14.27

Carrier Counselor - Copy Courier - Customer Service - Single Copy Driver	% increase	Begin	6 mos.	1 year	2 year	3 year	4 year
Years 1 and 2	0	9.90	10.23	10.81	11.26	11.63	12.03
Year 3	0.5	9.95	10.28	10.86	11.32	11.69	12.09
Year 4	1.0	10.05	10.38	10.97	11.43	11.81	12.21

Temporary Intern	% increase	Begin	6 mos.
Years 1 and 2	0	10.05	10.67
Year 3	0.5	10.10	10.72
Year 4	1.0	10.20	10.83