

Collective Bargaining Agreement

For THE DAILY NEWS

And

PACIFIC NORTHWEST NEWSPAPER GUILD

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO LOCAL 37082

Effective June 1, 2016

through December 31, 2017

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AGREEMENT

This agreement, made and entered into this 1st day of June, 2016, by and between The Daily News (hereinafter sometimes referred to as the “Employer”), through its authorized representatives and the Pacific Northwest Newspaper Guild, Local 37082 of the Communications Workers of America (hereinafter sometimes referred to as the “Union”), by its officers or a committee authorized to act in its behalf; shall be effective beginning June 1, 2016 and ending December 31, 2017.

This agreement may be opened by either party, by notifying the other party in writing not less than sixty days prior to December 31, 2017. If no agreement is reached in respect to this matter within sixty days after this date, this agreement shall become null and void in its entirety upon notification by either party to that effect.

ARTICLE 1

JURISDICTION AND WORK ASSIGNMENT

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this agreement. The words “employee” and “employees” when used in this agreement apply to all full-time non-supervisory regular employees working in the Pre-Press department. Full-time and regular employees are those who are regularly scheduled to work an average of thirty-five (35) hours per week, or more, in any calendar year of 52 weeks, and who work year-round.

Section 2. It is understood and agreed between the parties hereto as follows: The Employer shall have the right to the full utilization and unrestricted use of technology or equipment or processes which may be available during the term of this agreement and the Union agrees to process copy or material of any kind from any source.

The jurisdiction of the Union for purposes of collective bargaining shall be defined in the following paragraph of this jurisdiction language and the employees agree to perform such work as shall be assigned by the Employer to the Pre-press employees. The Employer shall have the right to assign any of the work required by technology, equipment or processes to any department of Employer including departments not covered by this agreement. And the Union agrees to process copy or material produced in other departments. The Employer shall have the sole right to determine what constitutes such technology, equipment or processes. The work being performed by the full-time Pre-press employees shall, at any particular time during the term of this agreement, constitute the jurisdiction of the Union subject to the rights of the Employer to assign and reassign work as stated herein.

This jurisdiction agreement shall be ongoing and a part of all future collective bargaining agreements between the parties and shall not be subject to amendment, except by mutual consent between the parties. This jurisdiction agreement shall also be binding upon all successors and

assigns of the Employer. This jurisdiction agreement shall also be binding upon all successors and assigns of the Employer.

In the event of the assignment of any work to the Pre-press Employees that requires the introduction of new equipment machinery or processes, the Employer will train the employees to perform the assigned work to the extent necessary and feasible. Nothing in this section shall be construed as abridging in any manner the right of the Employer, at its option, to have installations made by experts, or to have maintenance performed by outside inspectors and repair persons.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The Employer reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 2. The Employer rights, prerogatives, and privileges include, but are not limited to the following: To determine the qualifications, size and composition of the work force, including the number of employees assigned to any particular operation or shift; to hire, layoff, recall, assign, transfer, promote; demote, discipline, or discharge employees for cause (discipline and discharge are subject to the terms provided in Article 3, Joint Standing Committee); to alter, rearrange, change, extend, limit, or curtail operations in whole or in part, temporarily or permanently; to establish new jobs, abolish or change existing jobs, and increase the number of jobs and employees; to determine the number of shifts and location of places of work, the scheduling, amount and type of work to be performed, the equipment to be used and when it will be operated and by whom; to maintain order and efficiency; to determine when overtime shall be worked and schedule overtime when necessary and require performance of same; and to award to, and withdraw from, individual employees merit wage increases or decreases when such changes are deemed justified.

Section 3. The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly and safe operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement or violate any employee rights provided by law.

Section 4. The rights and prerogatives of Management, whether established by express provision (including, this Section 4) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement on December 31, 2017 and until a different Agreement is reached or other lawful change is permitted.

ARTICLE 3

GRIEVANCE & ARBITRATION

Section 1. For the purposes of the Agreement, a grievance is defined as and limited to a claim by the union that an express provision of the Agreement has been violated which has resulted in the deprivation of a right or benefit expressly conferred by the provisions of this Agreement.

Section 2. The Union agrees to maintain a plant committee composed of two (2) employees of the unit to deal with Management and to analyze and adjust complaints arising out of this collective bargaining relationship.

Section 3. While any complaint, grievance or dispute is being considered under the procedure which follows, all employees, except an employee who has been suspended or discharged, shall continue to work under the conditions existing prior to the time the dispute, complaint or grievance arose.

Section 4. A grievance that is disposed of in accordance with the following procedure shall be considered settled and shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer.

Step 1. A grievance of an employee shall first be taken up between such employee and/or chapel chairperson and immediate supervisor/and or Human Resource Director.

Step 2. Failing settlement under Step II, the grievance shall be reduced to writing, signed by the complainant and presented to his or her Union representative and the Employer not later than thirty (30) calendar days after the grievance arose. Failure to comply with this provision shall preclude an alleged grievance from further being processed in accordance with this procedure.

Step 3. Failing settlement under Step 2, the grievance shall be referred to and taken up before a Joint Grievance Committee which shall be maintained, consisting of four (4) members, two (2) representing each party to this Agreement.

Step 4. The Committee shall meet within five days from the date on which either party raises an issue in writing. Such time may be extended by mutual agreement.

Step 5. All decisions of the committee shall be final, binding and enforceable at law upon parties to the dispute. If the Committee fails to meet or if it should fail to conclude its deliberations within ten (10) days from the date on which the dispute was referred to it or within ten (10) days after the date mutually agreed on, a fifth and impartial member shall be designated as Chairman of the Committee which shall then act as a Board of Arbitration. Said Chairman shall be selected pursuant to the procedures outlined herein.

Section 5. It is further understood and agreed that a decision of the Union not to exercise its right to file a grievance shall be final and binding upon the members of the bargaining unit and further that the Union, through its designated representative, has authority to settle any grievance at any stage.

Section 6. Grievances concerning the termination of a bargaining unit employee shall commence at Step 3 of the procedure outlined above, provided that said grievance is presented to the Employer within seven (7) days of the date of termination.

Section 7. In the event the grievance is not settled under the Grievance procedure the Union may submit the grievance to arbitration for a resolution with a written notice of such intent to the Employer within ten (10) days from the date the Joint Standing Committee has deadlocked. This time limit can be extended by unanimous agreement of the Joint Standing Committee. By written notice to the Federal Mediation and Conciliation Service, they shall ask the Service to furnish both parties with identical lists of seven (7) eligible to serve as arbitrators.

Section 8. An Arbitrator shall be selected from this list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternately striking of names until one name remains. The Party who strikes the first name from the panel shall be determined by lot. This procedure does not preclude the parties from agreeing in writing to selection of an arbitrator from another source.

Section 9. Failure of the Union to submit the dispute to arbitration in accordance with this Article shall result in a waiver of the Union's claim and the dispute will be considered closed.

Section 10. The Arbitrator may consider and decide only the particular grievance presented in a written stipulation by the Employer and the Union and the Board's decisions shall be based solely upon an interpretation of the provisions of this Agreement. Nothing in this article shall prevent either party from submitting its own written stipulation as to what issues are to be arbitrated provided at least two (2) weeks notice is given to the opposing party. The Arbitrator shall have no power to amend, take away, modify, add to, or change any of the provisions of this Agreement.

Section 11. The cost of arbitration, which shall include the cost of transcripts, fees and expenses of the arbitrator, and the cost of the hearing location, shall be borne equally by the two parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Section 12. Occurrences prior to the effective date or subsequent to the expiration date of the Agreement shall not be subject to arbitration.

Section 13. The time limitations in this Article shall be considered to be of the essence and not merely procedural. However, the time limits as stated may be extended by written agreement between the parties.

ARTICLE 4

EMPLOYMENT

Section 1. Employees shall be classified as follows:

- (a) Full-time employee: one who is regularly scheduled to work an average of thirty five (35) hours per week, or more, in any calendar year of 52 weeks, and works year-round.
- (b) Temporary employee: one who comes in only on call, or one who fills in for vacations or is employed for a fill-time temporary assignment.

Section 2. All employees are hired for an initial trial period of six (6) months, (180 days), for actual service with the Employer, commencing with the date of first employment or subsequent rehire. Discipline, discharges or layoff during this trial period are at the Employer's discretion and are not subject to the provisions of Article 3—Joint Standing Committee.

Section 3. A regularly scheduled full-time employee shall attain regular employee status upon successful completion of the 180-day trial period.

ARTICLE 5

WORKING SUPERVISOR

Section 1. The operation, authority and control of the Pre-press area shall be vested exclusively in the Employer through its representative, the working supervisor. In the absence of a working supervisor, the working supervisor-in-charge shall so function.

Section 2. The working supervisor shall select, supervise and govern all employees of the Pre-press area, and shall have the right to transfer an employee to any position to facilitate production; provided, however, that should an employee be so transferred who is not fully competent to perform the duties pertaining to said position, it shall not prejudice the standing of the employee with the employer.

Section 3. All time covered by this agreement belongs to the Employer and employees shall (temporarily or permanently) perform any duties pertaining to work in the Pre-press area assigned to them by a working Supervisor. Provided, that no employee shall be switched to a position with which that person is not familiar and then be discharged for incompetency, nor shall transfers be made which are discriminatory or for the purpose of depriving other members of work to which they are by priority entitled. No employee shall be allowed to leave the office during working hours except with permission of a working Supervisor.

Section 4. Employees may claim new shifts, new starting time, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 5. The working supervisor may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of employer rules, which shall be conspicuously posted and which shall in no way abridge the civil rights of employees. A discharged employee shall have the right to challenge the fairness of any reason given for their discharge.

Section 6. When it becomes necessary to decrease the force of the Pre-press employees, such decrease shall be accomplished by laying-off first the person or persons last employed as regular employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were laid-off. The Employer agrees to provide employees who are discharged as part of an economic reduction in the force a written statement explaining the reason for layoff.

Section 7. Any employee who has been discharged and believes the discharge unjustified shall have the right of appeal to the chapel. Either party may appeal from the chapel decision to the local Union. From the decision of the local union, appeal may be made by either party to the local Joint Standing Committee, the decision of which shall be final and binding.

ARTICLE 6

JOURNEY LEVEL

Section 1. Since it is the desire and intent of the parties to assure insofar as possible the continued maintenance of a high degree of skill in the journey level classification and a corresponding high degree of quality and quantity of production, it is mutually agreed that journey level employees are defined as: (1) Persons who prior to the effective date hereof worked as journey level employees in the Pre-press area; and (2) Persons who have passed an examination recognized by both parties to this contract and have qualified as journey level employees in accordance therewith.

Section 2. Person seeking to qualify as journey level shall be given an examination under non-discriminatory standards and procedures established by the parties hereto (or the Joint Standing Committee).

Section 3. In the event agreement cannot be reached on the standards or procedures to be followed, or the examiners to conduct such examinations, the dispute shall be submitted to the federal Mediation and Conciliation Service, whose decision shall be final and binding on the parties.

Section 4. A working supervisor shall determine the competency of all employees.

Section 5. Any temporary replacement must be competent to perform the work of the employee whose place that replacement takes and be eligible to work at straight time rates. The union agrees that it will not permit employees who are not eligible to work at straight time rates to claim work except on prior approval of the working supervisor. In no event may such replacement become a participant on the Job Security List.

Section 6. An employee with established priority may work for the Employer performing work

other than work within the jurisdiction of the union without loss of priority in the prepress area.

Section 7. An employee on the Job Security List may accept work for the employer in a department or affiliated company outside the pre-press area without loss of priority for a period not to exceed one year.

Section 8. The Employer reserves the right to utilize pre-press employees in departments other than the pre-press area to perform former or related bargaining unit work. Selection, by the Employer, of employees to be utilized in other departments shall be based on (1) aptitude; (2) desire; (3) priority; (4) other qualifications appropriate to the opening(s). The parties agree the Union will not acquire jurisdiction or representation rights over employees in the other departments in which a bargaining unit employee may be utilized. It is further agreed such employees may remain in the bargaining unit and be covered by all terms and conditions of the collective bargaining agreement. If employees choose to leave the bargaining unit, they will be considered permanently transferred out of pre-press and will not be subjected to the terms and conditions of this Agreement, including, just cause for terminations.

ARTICLE 7

WORKING CONDITIONS

Section 1. The Employer agrees to furnish at all times a healthful, sufficiently ventilated, properly heated and well lighted place for the performance of all work done in the Pre-press area. Any complaint by employees of noncompliance with this section shall be adjudicated by the joint Standing Committee.

Section 2. All chapel meetings shall be held outside of working hours, except by permission of the working supervisor.

Section 3. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift that an employee works five or more hours, such time not to be included in the number of hours specified for a day's or night's work.

ARTICLE 8

WAGES

Section 1. The journey level rates during the term of the contract shall be:

Years of Service	Day	Night	Percentage
First Year	\$13.94	\$14.23	75% journey rate
Second Year	\$16.73	\$17.07	90% journey rate
Third Year	\$18.59	\$18.97	100% journey rate

Section 2. All time worked in excess of forty (40) hours within a work week shall be paid at time and one-half.

Section 3. Employees who have left the building and are called back after more than thirty (30) minutes from termination of regular hours of work, shall receive two dollars (\$2.00) for the call, except in emergencies when the two-dollar (\$2.00) call back compensation will be waived. The applicable rate shall be paid for the actual time worked on said call back.

Section 4. No regular full-time employee shall be employed for less than a full shift except when discharged for cause, emergencies, or excused at the employee's own request.

Section 5. An employee who by any reason may not be capable of producing an average amount of work, may, by agreement between the Employer and the Union, be paid less than the regular scale provided in this contract.

Section 6. New journey level, full-time employees may be hired into the Pre-press areas as needed. New journey level, full-time Pre-press employees shall be paid not less than 75% of the journey level rates in their first year of employment, not less than 90% of the journey level rates in their second year of employment and 100% thereafter; provided, however, that Employer may in its sole discretion accelerate these percentages.

Section 7. Each employee covered by this Agreement will receive, at least annually, a merit review based upon factors which are attached to this Agreement as Appendix A. The timing of the merit review will be the individual employee's anniversary of his/her date of employment. The purpose of the annual merit review shall be to provide constructive guidance to the employee, and to determine the amount of a merit wage increase. The parties agree that merit reviews are not part of the disciplinary and discharge process.

Upon request the Company will provide the Union a copy of the merit review. If an employee disagrees with his/her merit review and the results thereof he/she has the right to appeal this determination directly to the Publisher. The employee may elect to bring union representation to the appeal meeting which shall take place within ten (10) days of the request of the appeal. The Publisher's decision is final and is not arbitrable. Notwithstanding the promise of an annual review as outlined above, the Company shall have the right, in its sole discretion, to award cash bonuses to reward performance excellence as determined by the Company.

ARTICLE 9

HOURS

Section 1. The regular work week for full-time employees in the Pre-press area shall, unless Section 6 is utilized by the Employer, consist of five 7-hour shifts, day and night. However, upon request from an employee for a more flexible schedule, the Employer may allow employees to work alternative work weeks (e.g., four shifts equaling 35 hours, or another arrangement). While employees may request a more flexible schedule, it is up to the Employer to decide if the employee's proposed schedule fulfills the Employer's business needs. In no case, however, shall an employee be assigned to a flexible, alternative schedule against his or her wishes.

Section 2. Day shifts shall begin and end between 7 a.m. and 6 p.m. Any shift not beginning and ending between 7 a.m. and 6 p.m. shall constitute a night shift. Overtime that causes a normal day shift to extend beyond 6 p.m. shall in no case cause the night rate to apply to any part of the shift.

Section 3. When overtime is required, the working supervisor shall notify the employee(s) one-half hour prior to the end of the regular day shift; except, in the case of unforeseen circumstances. Overtime shall be distributed in an equitable manner according to classification.

Section 4. No employee covered by this agreement shall be required or permitted to hold a situation of more than five shifts in one financial week.

Section 5. Work schedules shall be distributed no later than two weeks in advance of when the schedule begins. Changes to posted schedules may be made where unforeseen circumstances make such changes necessary, or by mutual agreement between the employee and the supervisor.

Section 6. Notwithstanding any other provision of this Article 9, it is agreed that the provisions of this Article 9 are intended merely to communicate the normal hours of work on the date that the parties signed this agreement. Nothing herein shall be construed as a guarantee by the Employer of any specified number of hours of work per day or per week or as a limitation on the hours of work per day or per week. The Employer shall have the right, during the term of this agreement, to require employees to take unpaid furloughs of up to ten (10) working days; all employees covered by this agreement will be required to take the same number of unpaid furlough days. The Employer will make a good faith effort to schedule the furlough with mutual agreement with the employees; in the event mutual agreement cannot be reached, the timing of the furlough for each day or days shall be determined by the working supervisor. During the term of this agreement, if the Employer requires a majority of unaffiliated, non-represented employees (excluding press, mailroom, and sales employees) to take unpaid furloughs of up to five (5) days, then all employees covered by this collective bargaining agreement will be required to take the same number of unpaid furlough days. A day of furlough under this agreement is equal to seven (7) hours. Under no circumstances will the employees covered by this collective bargaining agreement take more unpaid furlough days than the Employer's unaffiliated employees.

- a) Employees may request consecutive furlough shifts of up to one (1) work week; otherwise, the working Supervisor will make an effort to minimize the impact of furlough in any one pay period. Selection from the posted schedule of available furlough time shall be on the basis of seniority, following the same procedures as vacation scheduling. The working Supervisor may refuse an employee's furlough selection if it is not operationally feasible to have that individual absent at the selected time.
- b) The working Supervisor will consider requests from employees for alternative furlough dates and times outside the original schedule, if the requests are operationally feasible.
- c) Furlough time scheduled in advance shall not count as absences under the Employer's attendance policy.

- d) It is not the Employer's intent for unpaid furlough to make employees ineligible for health and welfare benefits. The working Supervisor shall not force employees to take furlough in a way that triggers ineligibility for health and welfare benefits.
- e) While on furlough, employees shall not perform any work on behalf of the company. Once scheduled, furlough days shall be treated as regular days off, subject to change only under the regular scheduling provisions of the contract. Hourly furlough time shall be treated in the same manner.

ARTICLE 10

JURY DUTY

Each regular, full-time employee, having at least one (1) or more continuous year(s) of employment with the company called upon for jury service in any municipal, county, state or federal court shall advise the company upon receipt of such call, and if taken from work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service. The amount the employee shall be reimbursed shall be determined by subtracting the regular amount received from such jury service from the amount that person would have earned at the regular straight time hourly rate during the regular working hours while performing such service. Reporting in to the Court for jury service shall not be considered jury service unless the Court pays for reporting. The employer further agrees that when an employee is selected for jury service, the work shift will be arranged to allow the employee to report for jury service as required by the court. If released from jury service before the end of any regular work day, the employee shall report immediately to the working supervisor for work and shall complete the regular work shift. If possible, the employee shall be allowed to work a full shift. Determination of this matter shall rest with the employer or authorized representative. On any day a night shift employee is selected to serve on jury duty that employee will be excused from their regular shift.

ARTICLE 11

VACATION

Section 1. The vacation period shall be January 1 to December 31. The scheduling of vacations shall occur at the beginning of each year and posted in the Pre-press area no later than April 15th. Employees shall be allowed their priority on a one-time basis only. The Employer shall have the sole right to determine the number of employees who can schedule vacation at any one given time. Priority shall prevail in allowing of preferred dates. No employee will be allowed to forego vacation in any calendar year for the purpose of adding to the length of vacation in any succeeding year. The Union acknowledges that the end of the year holiday season is Employer's busiest time and, therefore, employees may take vacations between November 15th and December 25th only by mutual agreement between the employee and the supervisor. Pre-Press employees may not schedule vacations of more than two (2) weeks in any calendar quarter without first obtaining supervisor approval.

Section 2. January 1 of any year shall be the anniversary date for purposes of computing vacations. Regular full-time and regular part-time employees shall earn vacation with pay to be taken during the following calendar year on the following basis:

- (a) Less than one (1) full year of employment (to January 1)—one (1) day of vacation for each twenty-six (26) workdays to a maximum often (10) days' vacation.
- (b) After the first January 1 anniversary date—one day of vacation for each twenty-six (26) work days—maximum two weeks' vacation
- (c) After the third January 1 anniversary date—one-and-one-half (1 1/2) days of vacation for each twenty-six (26) work days—maximum three (3) weeks vacation.
- (d) After the eighth January 1 anniversary date—two (2) days vacation for each twenty-six (26) work days—maximum four weeks' vacation.
- (e) After the twenty-fifth January 1 anniversary date—two-and-one-half (2 1/2) days of vacation for each twenty-six (26) work days—maximum five weeks' vacation.

Section 3. For full-time employees, a week of vacation is understood to be five days or five nights, but in no case can an employee be required to take the regular two weeks vacation in a shorter period than fourteen (14) consecutive days.

Section 4. Vacation days beyond the first ten (10) shall be under Employer control. In assigning dates for the extra vacation time above the regular two weeks, the Employer will endeavor to grant several consecutive days where possible and to assign days that immediately precede or follow a regular day off and to aim at "long weekends." Not less than 24 hours notice will be given an assignment, of part or all, of the extra vacation time.

Section 5. If the Employer is unable to furnish a competent and satisfactory replacement for an employee on vacation when such replacement is deemed necessary by the Employer, the Employer shall have the right to determine whether an employee or employees shall take the vacation or forego the vacation, providing that refusal to grant a vacation shall not be allowed less than two weeks prior to the start of a regularly scheduled vacation. In the event the Employer determines that the vacation or vacations shall not be taken, the employee or employees involved will receive the money payment in lieu of vacation. Money in lieu of vacation shall not be paid if the Employer determines the employee under consideration shall take the vacation.

Section 6. In case of death, accrued vacation credits shall go to the beneficiary designated in Union records.

Section 7. Regular, part-time employees scheduled to work an average of twenty (20) or more straight time hours per week shall receive vacation on a pro-rata basis.

Section 8. The Company agrees that for employees who have completed twenty (20) years of employment their vacation credits beyond the first fifteen (15) shall be under employer control. In addition, after twenty-five (25) years of employment, vacations beyond the first twenty (20) shall be under employer control.

ARTICLE 12

HOLIDAYS

Section 1. The following shall be paid holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day, and two floating holidays off each calendar year.

Section 2. Any employee that works on these paid holidays shall:

- (a) Receive pay for the scheduled shift worked at 2 times the appropriate hourly rate for a minimum of 6 hours.

Section 3. If a paid holiday occurs while an employee is on a paid vacation, no vacation time will be taken for the holiday and the employee shall receive a paid personal day to be used within 12 months of the date it is earned.

Section 4. An employee's use of available personal days off with pay must be approved in advance by the supervisor, who will make every effort to give the employee the day off of their choice. Operating needs may, however, require the employee to take their paid leave at a different time.

Section 5. In computing overtime, all hours worked on a holiday shall be considered in computing hours worked in that work week.

Section 6. The supervisor will determine the number of employees needed to work a holiday and will post holiday week work schedules at least one week in advance.

ARTICLE 13

SICK LEAVE

Section 1. Employees shall receive five (5) paid sick days per calendar year. Sick leave is for the exclusive purpose of allowing employees to take time off for the employee's own incapacitating illness or injury, or to care for a child, spouse, parent-in-law or grandparent. Sick days must be used in the same calendar year they are received or they are forfeited.

Section 2. In the event of death in the family of an employee, said employee shall be allowed to absent himself or herself from work upon proper notification to the working supervisor. Said employee shall receive straight time pay for each scheduled workday missed to a maximum of three (3) days. Deaths recognized as in the family in this instance to be: parents, spouse, children, sisters, brothers, sister-in-law, brother-in-law, mother-in-law and father-in-law, and the employee's grandparents. The benefit of this section shall not be extended to an employee absent

from work because of vacation or illness.

ARTICLE 14

SEVERANCE PAY

In the event of permanent suspension of the newspaper, a maximum of two weeks severance pay shall be paid to regular full-time situation holders working in the newspaper Pre-press area, but only in the event that such workers cannot obtain employment at their crafts locally for part or whole time during the two weeks immediately following the suspension. At the close of this period workers will be granted severance pay based on the prevailing scale and on the number of regular shifts they were idle during that period- the intent being that remuneration shall be paid for only that time lost on the regular shift basis. Payment of the amount due will be made at the close of the above designated two-week period.

ARTICLE 15

HOSPITAL AND MEDICAL

The Employer will provide employees the same group medical insurance coverage and coverage options, including vision and dental, and life and accidental that unrepresented employees receive. The Employer retains the sole and exclusive right to change any or all of these benefits from time to time including, but not limited to, plan design, co-pays, deductibles, eligibilities, premium costs, insurance carriers, self-insurance funding status and company matches. The employee shall be responsible for the same coverage premiums and dependent coverage premiums as unrepresented employees pay for the coverage. Full details of the plan and current costs will be furnished in a summary plan description provided by Lee Enterprises.

ARTICLE 16

PENSION

- (a) The Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) (3.55%) of straight-time earnings for each employee covered by this agreement, not to exceed \$3.95 per shift. The Employer contributions to the Plan are for the purpose of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing Employers. The Plan is jointly administered by Trustees appointed in equal numbers by Union and Employers 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.
- (b) Contributions shall be made by check, money order or similarly recognized medium of exchange and shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan,

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

(c) Title to all monies paid into the Plan shall be vested, and remain exclusively, in the Trustees of the Plan.

(d) The Employer 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 moneys due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer 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 Employer's print-out forms on a monthly basis.

(e) Notwithstanding, the Employer's sole liability, as to pension benefits for its employees covered by this collective bargaining agreement, is limited to its negotiated contributions to the CWA/ITU Negotiated Pension Plan. The Employer specifically assumes no responsibility for the benefits promised the participants and the CWA/ITU Negotiated Pension Plan by the Trustees, the International Union or their advisors.

(f) The Employer shall have the right, at its discretion and without further bargaining, to withdraw from the CWA-ITU Negotiated Pension Plan, subject to the provisions of Article 16 section (g).

(g) Effective the beginning of the first full pay period following the Employer's official withdrawal from the CWA-ITU Negotiated Pension Plan and regular shift contributions to the plan cease, journeyman-level employees shall receive a base pay increase of fifty cents (\$.50) per hour.

ARTICLE 17

NO STRIKES - NO LOCKOUT

Section 1. During the life of the Agreement, the Union, its officers, agents and members agree that they shall neither engage in nor encourage any strikes, slowdowns, work stoppages, sit downs, or picketing, including sympathy strikes, and sympathy picketing of the Employer.

Section 2. Any employee who violates this provision shall be subject to disciplinary action.

Section 3. Any suit for damages resulting from the Union's violation of this Section shall not be subject to the arbitration provisions of the Agreement.

Section 4. During the life of this Agreement the Employer shall not lock out any of the employees covered by this Agreement.

ARTICLE 18

NON-DISCRIMINATION

Section 1. The parties to this contract agree to continue their policy of nondiscrimination against any employee because of race, creed, religion, color, age, sex, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap in matters relating to wages, hours, working conditions, promotions, transfers or other conditions of employment.

Section 2. It is understood that whenever in this contract employees or jobs are referred to in the masculine gender it will be recognized as pertaining to both male and female employees.

ARTICLE 19

UNION WAIVER UNDER AMERICANS WITH DISABILITIES ACT

Section 1. The Employer shall have the right, in its sole discretion, to take whatever action it deems necessary to comply with the Americans with Disabilities Act and the Washington Law Against Discrimination, including but not limited to discussing reasonable accommodations directly with employees with disabilities.

Section 2. The Employer shall have no obligation to disclose to the union and/or any employee any information concerning the disability of any applicant and/or employee (within/or without the bargaining unit). The employer shall have no obligation to disclose to the union and/or any employee any information concerning any action taken pursuant to Section 1 of this Article, which it deemed necessary to comply with the Americans with Disabilities Act.

Section 3. Any management decision made under this Article shall specifically be excluded from the grievance and arbitration provisions of this agreement.

ARTICLE 20

CONFLICT WITH LAWS

This agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the life of this agreement.

ARTICLE 21

SCOPE OF AGREEMENT

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. This Agreement constitutes the entire agreement of the parties and concludes collective bargaining for its term. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties, in writing, at any time during its term.

Signed this _____.

For the Union:

For the Employer:

By: _____

By: _____

APPENDIX A

Employee Performance Review

Employee Name:	
Employee Title:	
Manager Name:	
Second Level Approver:	
Dates of Review Period:	
Date of Conversation:	

The employee performance review is an opportunity for the manager and the employee to have a professional face-to-face conversion to discuss an honest assessment of the key aspects of the employee's work performance. This assessment is useful for recognizing the employee's accomplishments, identifying future career opportunities, for keeping employees on track toward employer and employee goals and/or for bringing performance up to standard before low performance becomes a serious problem.

This document will become part of the employee's file and is part of the Company's records. It must be accurate and complete. Provide a copy to the employee. The employee may add his/her comments separately.

Describe Specific areas in which the employee has performed well:

Describe specific opportunities for improvement or continued development:

Overall summary of performance for this review period:

List any specific performance and/or project goals with target dates: