

**LABOR AGREEMENT
BETWEEN
SEATTLE TIMES COMPANY
AND
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082
April 1, 2019, through March 31, 2023**

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CONTRACT

THIS AGREEMENT, effective April 1, 2019, between the SEATTLE TIMES COMPANY, a corporation, hereinafter referred to as the “Publisher,” and PACIFIC NORTHWEST NEWSPAPER GUILD, Local 37082, a local chartered by The Newspaper Guild-Communications Workers of America, hereinafter known as the “Guild” for itself and on behalf of all employees of the Publisher within the following DEPARTMENTS: News, Circulation, Advertising, Marketing, and Library, but EXCLUDING the following executive and supervisory positions which may be occupied by one or more individuals:

Vice President of Advertising
Account Services Manager
Advertising Operations Manager
Digital Optimization Manager
Advertising Training Specialist
Advertising Training & Development Manager
Inside Sales Manager
Sales Operations Manager
Director Managed Services
Senior Director Advertising
Director Regional & National Advertising
Advertising Sales Manager
Director Revenue Operations
Financial Analyst
Yield Management Manager
Business Manager

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Director of Home Delivery and Customer Service  
Business Data Analyst  
Business Systems Analyst  
Customer Service Supervisor  
Senior Director of Circulation  
GIS Specialist  
NIE Development and Program Manager  
Subscriber Distribution Manager  
NIE Program/Outreach Specialist  
Circulation Marketing & Retention Manager  
Senior Area Manager  
State Circulation Manager  
State Area Manager  
Single Copy Manager  
Assistant Single Copy Manager  
Home Delivery Admin

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Editor, Vice President
Assistant Managing Editor

Assistant Metro Editor
 A1 News Editor
 Assistant Features Editor
 Assistant Sports Editor
 Associate Opinions Editor
 Business News Editor
 Business Editor
 Chief of Desk Editors
 Deputy Managing Editor
 Pacific Northwest Editor
 Editorial Page Editor
 Investigations Editor
 Deputy Metro Editor
 Managing Editor
 Metro News Editor
 Digital Audience Editor
 Newsroom Manager, Budget & Administration
 Picture/Video Editor
 Features Editor
 Sports Editor
 Technology Editor
 Content Monetization Specialist
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 Research Editor  
 ~~~~~  
 Director Strategic Partnerships
 Art Director
 Creative Director
 VP, Marketing Director
 Consumer Marketing Manager
 Marketing & Public Service Editor
 Sponsorships Marketing Manager
 Consumer Insights Research Manager
 Online Research Coordinator
 Web Design & Product Manager

and also excluding other managerial and supervisory employees as defined by the National Labor Relations Act, temporary employees, executive or directors' assistants, confidential secretaries, employees covered by another collective bargaining agreement, and employees who qualify for professional or administrative exemption under the Fair Labor Standards Act, unless the person occupies a position for which there is a job title in the Agreement.

A temporary employee is defined as an individual employed for a special project or for a specified period of time, or to fill a full or part-time short-term staffing need for a period not to exceed six (6) months.

An employee employed for a special project or for a specified period of time or a short-term staffing need may not be classed as a temporary employee for more than six (6) months except by mutual agreement between the Guild and the Publisher, provided, however, a temporary employee may be employed to replace a regular employee in a leave of absence for the period of such leave plus one month of training, not to exceed thirteen (13) months.

If during the period of a temporary assignment an employee transfers to a Guild represented position, the employee's service while a temporary will qualify as continuous service for every purpose of this Agreement, except for satisfying the employee's probation.

Former employees, hired as temporary employees into the same position they last held with the company and subsequently converted to regular employment, shall not be subject to a probation period provided that they are rehired as temporary employees within twenty-four (24) months of their termination from regular employment.

WITNESSETH

ARTICLE 1--GUILD SHOP

1.1 No fewer than nine (9) out of ten (10) employees coming under the terms of this contract at the present time or hired after the effective date thereof shall apply for Guild membership in the manner and to the extent required by law. Exemptions under the nine (9) out of ten (10) Guild shop shall be on a departmental basis. This shall be construed to mean that no fewer than ninety percent (90%) of the employees hired in each department shall apply for membership in the Guild. An employee once properly exempted under this provision shall remain exempted except as he or she voluntarily chooses to change status. For the purpose of this section there are five departments: News, Circulation, Advertising, Marketing and Library.

1.1(a) Each new employee shall receive an information sheet outlining benefit and eligibility criteria for employees covered by this collective bargaining agreement.

1.2 In the event of an employee's failure to become a member within thirty (30) days after written demand by the Guild that the employee apply for membership in accordance with the obligations

of this Agreement, the employee shall be terminated. The Publisher shall not be obligated to terminate an employee under this provision without first receiving formal notice and written certification from the Guild of the employee's refusal or failure to become a member or to otherwise exercise an available contractual or legal option to full membership, and that the Guild has provided the employee with information required by law. All employees who become members of the Guild shall remain members in good standing during the life of this contract.

1.3 If any Guild member shall lose good standing by falling one (1) month in arrears in Guild dues, uniformly required as a condition of retaining membership, the Publisher shall, upon formal notice from the Guild, terminate said employee. The Publisher shall be held harmless and shall not be liable for any damages in its administration of this provision.

1.4 The Guild agrees that it will admit to membership and retain in membership any employee qualified according to the Constitution of The Newspaper Guild and by-laws of the local Guild.

1.5 Any employee who is terminated under the provisions of Sections 1.2 and 1.3 shall receive no dismissal pay.

1.6 Terminations under this article shall not be subject to review under Article 20.

ARTICLE 2--INFORMATION

2.1 The Publisher shall furnish to the Guild, in writing, within two weeks after an individual's employment or transfer the following information:

- a. Name
- b. Address
- c. Social Security number
- d. Date hired or transferred (if transferred from temporary status, date hired as temporary)
- e. Department
- f. Pay group and job classification
- g. Experience rating
- h. Anticipated hours of work if part-time
- i. Weekly wage rate (hourly for part-time employees)
- j. Gender
- k. Date of Birth

2.2 The Publisher shall also furnish to the Guild, in writing, at two-week intervals, the name, pay group, and effective date of an individual's change in status, including temporary changes, concerning the following and such other information as may be indicated:

- a. Terminations
- b. Leave of absence, including anticipated length
- c. Transfers out of jurisdiction, including where transferred Experience rating
- d. Pay group, including experience rating
- e. Job classification
- f. Part or full-time
- g. New weekly wage rate (hourly for part-time employees)

2.3 The Publisher shall also furnish to the Guild the following information and reports at the frequency noted:

- a. For any pay period in which an individual normally qualified for sick pay receives uncompensated sick leave, including their name, hours paid and not paid.
- b. Each six months, a list of temporary employees during the six month period, including name, job classification, hire date, termination date or date assigned to a regular position.
- c. Each month, commissions paid to commission sales employees for immediately preceding month.
- d. As required, the names of individuals placed on the rehire list and the names of individuals rehired from such list.
- e. Annually, an EEO report extract describing the gender and racial/ethnic make-up of the bargaining unit.

ARTICLE 3--JURISDICTION

3.1 The jurisdiction of the Guild shall cover all functions presently performed by the employees specified in this agreement. New work may be assigned or reassigned to such employees without precedential effect. Any such work not appropriately assigned may be reassigned to other employees or departments.

3.1.1 It is recognized that work presently performed by employees within the bargaining unit described above may from time to time be subject to reassignment and/or elimination because of new or modified processes or equipment employed by the Publisher, or based on the demonstrable operational needs of the Publisher.

3.1.2 The Publisher agrees to notify the Guild, at the earliest time practical, of any plans to make substantial changes to the existing organization of work or technology.

ARTICLE 4--REDUCTION IN FORCE

4.1 Terminations may be either (1) for good and sufficient cause, or (2) to reduce the force. The term “reduce the force” as used herein shall be construed as synonymous with terminations for economy. In any case where the Publisher contemplates the termination of an employee with forty-five (45) or more work days of continuous and uninterrupted service, such employee shall be given two (2) weeks’ notice (or two [2] weeks’ pay in lieu thereof) with copy to the Guild, so that the Union may consult with the Publisher on the case.

4.2 The prerogative of the Publisher to terminate to reduce the force shall be maintained. At least four (4) weeks in advance of the effective date of such terminations, the Publisher will notify the Guild so that, if requested by the Guild, there may be consultation for the purpose of considering possible means by which the hardship of such terminations may be alleviated. The Publisher agrees that the four-week notice period required (or pay in lieu) is a minimum period, and that often it will be desirable and helpful to employees to receive more advance notice than the minimum. The Publisher agrees to exercise its discretion in good faith and to give more notice to the greatest extent possible in keeping with business considerations.

4.2.1 The Publisher will accept offers of voluntary resignation from employees in job classifications scheduled for reduction during the first two (2) weeks of the four (4) week advance notice period. The number of resignations accepted will not exceed the number of terminations to be effected.

4.2.2 Voluntary resignations will be accepted from employees only when a remaining employee has the ability to do the work or special abilities or qualifications for the particular job vacated as the result of the voluntary resignation. Terminations to reduce the force shall not be subject to review under Article 21 except the provisions of this paragraph and Section 4.3.

4.2.3 Eligible employees who voluntarily resign according to this subsection will be paid dismissal pay as set forth in Article 16, Section 16.2. Upon request, employees who wish to consider voluntarily resigning during a reduction in the force will be provided rough estimates of their available dismissal lump sum benefit within ten (10) days of their request.

4.3 The Publisher agrees that the principle of company seniority shall be the governing factor in any reduction in the work force. Company seniority shall determine the employee or employees within a job classification to be terminated in a reduction in force for economy reasons, unless there are significant differences in qualifications for the particular function or special abilities demonstrably not available from the more senior employee. Where there are such differences the Publisher may retain the less senior employee.

4.4 Whenever the Guild decides that a reduction in force has occurred in such a manner as to violate the provisions of the above paragraph, the Guild shall have the right to submit the matter to arbitration as provided for in Article 20.

4.5 When an employee is designated for termination to reduce the force for economy reasons, the employee may elect to return to a department and job classification from which he/she was previously transferred or promoted and in which he/she served as a regular full-time employee, provided such service was within thirty- six (36) months preceding the reduction in force. Such election must be made one (1) week prior to the effective date of reduction in force.

4.5.1 An employee designated for reduction in force who elects to bump into a previously held job will displace the employee with the least company seniority in that job classification. An employee may not displace this employee by bumping unless he/she has more years of total service than the employee he/she is displacing. Any employee who is displaced as the result of another employee's election to return to a previously held job shall have the same election rights as the employee who displaced him/her.

4.5.2 An employee who elects to return to a previously held job in a lower job classification shall be paid no less than what he/she would have received had his/her employment in that job been continuous plus any merit differential he/she may have enjoyed when formerly in that job classification.

4.5.3 An employee designated for reduction in force who elects to return to a previously held job in a lower job classification shall have a preferential right for a period of twenty-four (24) months to fill any opening in the higher job classification from which he/she was originally scheduled to be reduced in force, and upon return to the higher job classification shall retain any dollar differential above the minimum he/she enjoyed when displaced.

ARTICLE 5--PROBATION/TERMINATION

5.1 In the event of termination for gross misconduct or self-provoked termination or in the case of an employee with less than six (6) months of continuous and uninterrupted service, the employee may be terminated immediately without notice. Employees with less than six (6) calendar months of continuous and uninterrupted service shall not have access to the grievance procedure.

5.1.1 Should an employee be selected for another position during their original six (6) month probationary period, and later return to their original position, the employee will remain on probation until they complete a total of six (6) months of service in the original position.

5.1.2 If during the period of a mutually agreed extension of continuous temporary service, a temporary employee is hired as a regular employee into the comparable position under this agreement, the employee's service during the extension period will apply towards satisfying probation.

5.2 A News Resident may remain in this job classification up to a maximum period of three (3) years. If the employee is not promoted or transferred to a different job classification by the three year anniversary date, the employee will be terminated and such termination will not be subject to review under Article 21-- Grievance Process.

5.3 The parties recognize the Publisher administers a policy of progressive discipline. The Publisher agrees to utilize suspension for the limited purpose of investigating an incident which may

result in termination. Such suspension will not exceed three (3) of the employee's work days; provided, that if additional time beyond three (3) work days is needed by the Publisher to conclude its review, the employee shall be placed on paid administrative leave. If the employee is returned to work, the employee will receive full pay for the time lost. If the employee is terminated, no pay will be required for the period of the initial three day suspension unless agreed to by the parties or required under an arbitration award.

5.4 Terminations for reasons other than to reduce the force shall be subject to review under Article 21 to determine whether the cause of termination was good and sufficient.

5.5 If an employee is reinstated, such employee may repay his/her net dismissal pay over a period of time of at least ninety (90) days, but not to exceed the number of days between the employee's dismissal and reinstatement.

5.6 Upon dismissal, an employee making written request within one (1) calendar week, shall receive in writing a statement of the cause of his/her termination.

ARTICLE 6--REHIRE LIST

6.1 When the Publisher terminates other than for cause, the employee will be placed upon a rehiring list for a period of twelve (12) months in order of company seniority by job classification. No other person will be hired for such position while a name remains on the rehire list. Employees rehired to a regular position under this provision shall have their pre-termination seniority restored.

6.2 Employees on the recall list are responsible for notifying the Publisher of any changes of address or other contact information in order to assure their timely notification with regard to any recall.

6.3 In addition to recall to any regular position, the Publisher shall be obligated to offer any temporary position to employees on the recall list.

6.4 Acceptance of recall to a temporary position does not in any way modify an employee's seniority date, the original recall period, or the employee's relative position on the recall list.

6.5 It shall not be a violation of Article 6 of this agreement for the Publisher to hire temporary employees on a short-term basis, not to exceed two weeks, in the event that the eligible individual on the

recall list cannot be contacted after a good faith effort by the Publisher or in the event that the individual cannot report to work for up to two weeks from the date of contact.

ARTICLE 7--NO DISCRIMINATION

7.1 The Publisher and the Guild shall not discriminate against any person on any basis prohibited by applicable laws. The Times will continue its policy of non-discrimination because of sexual orientation and/or gender identity or expression.

7.2 The Publisher and the Guild agree that all appropriate requirements covering anti-discrimination laws and regulations shall be adhered to, including such laws concerning Union activity and Union membership.

ARTICLE 8--WAGE MINIMUMS

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

a) The Publisher shall create a pool totaling not less than \$50,000 in annualized pay increases for Guild-represented employees in the newsroom to be distributed and effective no later than the first full pay period following one month after ratification of this 2019-2023 labor agreement between the parties. In order to address issues discussed at the bargaining table, the Publisher commits to distribute the pool with consideration of pay equity and that not less than 75% of the pool will be distributed to newsroom employees who as of Nov. 1, 2019 are paid below the median. These increases shall be considered contractual and shall not be considered merit pay raises.

b) The Publisher shall create a pool totaling not less than \$50,000 in annualized pay increases for Guild-represented employees in the newsroom to be distributed and effective no later than the first full pay period following one year after ratification of this 2019-2023 labor agreement between the parties. In order to address issues discussed at the bargaining table, the Publisher commits to distribute the pool with consideration of pay equity and that not less than 75% of the pool will be distributed to newsroom

employees who are paid below the median. These increases shall be considered contractual and shall not be considered merit pay raises.

c) Effective in the first full pay period following ratification of this 2019-2023 labor agreement: 1% increase to contract scales for non-newsroom, non-commissioned job titles. Active employees will receive contract increases or 1% base pay increase if current pay is over scale.

d) Effective the first full pay period following Jan. 1, 2022: 1% pay increase to contract scales to newsroom and commissioned sales scales. Active employees in this group will receive contract increases or 1% base pay increase if current pay is over scale.

Class

NEWS & EDITORIAL DEPARTMENTS

A1 Assistant Art Director, Book Editor, Columnist, Sports Columnist, Desk Editor, Sports Desk Editor, Editorial Cartoonist, Editorial Writer, News Page Designer, Pacific Northwest Art Director, Pacific Northwest Associate Editor, Second Assistant Metro Editor

	4/1/19	1/1/22
1st Year	\$895.87	\$904.83
2nd Year	\$954.92	\$964.47
3rd Year	\$1,016.24	\$1,026.40
4th Year	\$1,077.56	\$1,088.34
5th Year	\$1,083.79	\$1,094.63
6th Year	\$1,099.64	\$1,110.64

A2 Copy Editor, Sports Copy Editor

	4/1/19	1/1/22
1st Year	\$801.98	\$810.00
2nd Year	\$866.68	\$875.35
3rd Year	\$956.00	\$965.56
4th Year	\$1,023.55	\$1,033.79
5th Year	\$1,059.76	\$1,070.36
6th Year	\$1,078.80	\$1,089.59

A3 Computer Assisted Reporting Specialist, News Artist, Photographer, Reporter, Sports Reporter

	4/1/19	1/1/22
1st Year	\$792.78	\$800.71
2nd Year	\$855.33	\$863.88
3rd Year	\$945.06	\$954.51
4th Year	\$1,014.50	\$1,024.65
5th Year	\$1,051.33	\$1,061.84
6th Year	\$1,072.57	\$1,083.30

A4 Zone Photographer, Zone Reporter, Zone Sports Reporter

	4/1/19	1/1/22
1st Year	\$792.78	\$800.71
2nd Year	\$855.33	\$863.88
3rd Year	\$945.06	\$954.51
4th Year	\$1,014.50	\$1,024.65
5th Year	\$1,051.33	\$1,061.84
6th Year	\$1,072.57	\$1,083.30

A5 Home Economist

	4/1/19	1/1/22
1st Year	\$683.61	\$690.45
2nd Year	\$731.46	\$738.77
3rd Year	\$800.83	\$808.84
4th Year	\$850.46	\$858.96

A6 Administrative/Production Assistant, Lead News Assistant, Research Assistant

	4/1/19	1/1/22
1st Year	\$631.48	\$637.79
2nd Year	\$677.49	\$684.26
3rd Year	\$715.29	\$722.44
4th Year	\$762.12	\$769.74
5th Year	\$800.53	\$808.54

A7 Listing Coordinator, Senior Clerk

	4/1/19	1/1/22
1st Year	\$617.69	\$623.87
2nd Year	\$654.49	\$661.03
3rd Year	\$721.23	\$728.44

A8 Receptionist, Research Clerk

	4/1/19	1/1/22
1st 6 Mos.	\$599.89	\$605.89
1st Year	\$610.02	\$616.12
2nd Year	\$630.57	\$636.88
3rd Year	\$664.08	\$670.72
4th Year	\$691.26	\$698.17

A9 Lead Newsroom Aide

	4/1/19	1/1/22
1st 6 Mos.	\$625.05	\$631.30
1st Year	\$657.56	\$664.14
2nd Year	\$694.66	\$701.61
3rd Year	\$741.51	\$748.93

A10 Newsroom Aide

	4/1/19	1/1/22
1st 6 Mos.	\$587.33	\$593.20
1st Year	\$598.67	\$604.66
2nd Year	\$608.80	\$614.89
3rd Year	\$632.55	\$638.88

A11	News Resident, Sports News Resident	4/1/19	1/1/22
1st Year		\$792.78	\$800.71
2nd Year		\$855.33	\$863.88
3rd Year		\$920.31	\$929.51

A12	Photo Archiving Specialist	4/1/19	1/1/22
1st Year		\$665.52	\$672.18
2nd Year		\$708.77	\$715.86
3rd Year		\$748.38	\$755.86
4th Year		\$793.02	\$800.95
5th Year		\$832.06	\$840.38

A13	Digital Production Assistant, News Marketing Coordinator	4/1/19	1/1/22
1st Year		\$705.34	\$712.39
2nd Year		\$758.51	\$766.10
3rd Year		\$834.78	\$843.13
4th Year		\$893.80	\$902.74
5th Year		\$925.11	\$934.36
6th Year		\$943.16	\$952.59

A14	News Assistant	4/1/19	1/1/22
1st Year		\$645.73	\$652.19
2nd Year		\$674.91	\$681.66
3rd Year		\$697.75	\$704.73

CIRCULATION DEPARTMENT

B1	Circulation Promotion Assistant, Sales Development & Promotions Coordinator, Circulation New Business Account Executive, Circulation Project Support Coordinator, Circulation Marketing Production Coordinator, NIE Specialist	4/1/19	Upon ratification
1st Year		\$753.84	\$761.38
2nd Year		\$790.03	\$797.93
3rd Year		\$886.37	\$895.23
4th Year		\$928.83	\$938.12
5th Year		\$955.68	\$965.24

B2	Customer Service Specialist, Scheduling & Reporting Specialist, Statistician	4/1/19	Upon ratification
1st Year		\$651.11	\$657.62
2nd Year		\$683.31	\$690.14
3rd Year		\$725.91	\$733.17
4th Year		\$751.19	\$758.70

B3	Senior Clerk		
		4/1/19	Upon ratification
1st Year		\$617.69	\$623.87
2nd Year		\$654.49	\$661.03
3rd Year		\$721.23	\$728.44
B6	Clerk		
		4/1/19	Upon ratification
1st 6 Mos.		\$599.89	\$605.89
1st Year		\$610.02	\$616.12
2nd Year		\$630.57	\$636.88
3rd Year		\$664.08	\$670.72
4th Year		\$691.26	\$698.17
B7	Collections Representative		
		4/1/19	Upon ratification
1st 6 Mos.		\$583.04	\$588.87
1st Year		\$586.71	\$592.58
2nd Year		\$587.95	\$593.83
3rd Year		\$614.44	\$620.58
B8	Telephone Operator		
		4/1/19	Upon ratification
1st Year		\$630.57	\$636.88
2nd Year		\$654.80	\$661.35
3rd Year		\$725.91	\$733.17
B9	Customer Service Representative		
		4/1/19	Upon ratification
1st 6 Mos.		\$612.89	\$619.02
1st Year		\$620.85	\$627.06
2nd Year		\$639.23	\$645.62
3rd Year		\$670.58	\$677.29
4th Year		\$695.59	\$702.55
B10	Circulation Marketing Copywriter, Circulation Marketing Graphic Designer		
		4/1/19	Upon ratification
1st Year		\$792.78	\$800.71
2nd Year		\$855.33	\$863.88
3rd Year		\$945.06	\$954.51
4th Year		\$1,014.50	\$1,024.65
5th Year		\$1,051.33	\$1,061.84
6th Year		\$1,072.57	\$1,083.30

ADVERTISING DEPARTMENT

C1 Advertising Special Projects Editor, Advertising Marketing Specialist, Outside Sales

	4/1/19	1/1/22
1st Year	\$767.06	\$774.73
2nd Year	\$826.85	\$835.12
3rd Year	\$900.13	\$909.13
4th Year	\$965.31	\$974.96
5th Year	\$999.90	\$1,009.90
6th Year	\$1,019.84	\$1,030.04

C2 Inside Sales, Inside Sales-Classified, Inside Sales Local, Advertising Service Sales

	4/1/19	1/1/22
1st Year	\$712.55	\$719.68
2nd Year	\$753.27	\$760.80
3rd Year	\$803.99	\$812.03
4th Year	\$852.35	\$860.87
5th Year	\$888.70	\$897.59

C3 Ad Services Lead, Advertising Design Intake Coordinator

	4/1/19	Upon ratification
1st Year	\$660.62	\$667.23
2nd Year	\$739.74	\$747.14
3rd Year	\$820.81	\$829.02

C4 Advertising Policy Coordinator, Advertising Preprint Coordinator, Advertising Marketing Coordinator, Advertising Training Coordinator, Classified Policy & Scheduling Coordinator, Event Marketing Coordinator, Page Layout Specialist

	4/1/19	Upon ratification
1st Year	\$753.84	\$761.38
2nd Year	\$790.03	\$797.93
3rd Year	\$886.37	\$895.23
4th Year	\$928.83	\$938.12
5th Year	\$955.68	\$965.24

C5 Ad Order Entry Specialist, Statistician, Classified Front Counter Associate

	4/1/19	Upon ratification
1st Year	\$651.11	\$657.62
2nd Year	\$683.31	\$690.14
3rd Year	\$725.91	\$733.17
4th Year	\$751.19	\$758.70

C6 Customer Sales-Product Specialists

	4/1/19	Upon ratification
1st Year	\$651.11	\$657.62
2nd Year	\$686.68	\$693.55
3rd Year	\$722.15	\$729.37
4th Year	\$748.38	\$755.86

C7	Sales Support Assistant, Senior Clerk		
		4/1/19	Upon ratification
1st Year		\$617.69	\$623.87
2nd Year		\$654.49	\$661.03
3rd Year		\$721.23	\$728.44
C8	Clerk, Receptionist		
		4/1/19	Upon ratification
1st 6 Mos.		\$599.89	\$605.89
1st Year		\$610.02	\$616.12
2nd Year		\$630.57	\$636.88
3rd Year		\$664.08	\$670.72
4th Year		\$691.26	\$698.17
C9	Classified Customer Service Sales		
		4/1/19	Upon ratification
1st 6 Mos.		\$599.89	\$605.89
1st Year		\$610.02	\$616.12
2nd Year		\$630.57	\$636.88
3rd Year		\$656.02	\$662.58
4th Year		\$682.70	\$689.53
5th Year		\$700.78	\$707.79
6th Year		\$721.23	\$728.44
C10	Office Person		
		4/1/19	Upon ratification
1st 6 Mos.		\$583.04	\$588.87
1st Year		\$586.71	\$592.58
2nd Year		\$587.95	\$593.83
3rd Year		\$614.44	\$620.58
C11	Ad Team Designer, Copy Writer, Ad Marketing Copywriter, Ad Marketing Graphic Designer		
		4/1/19	Upon ratification
1st Year		\$792.78	\$800.71
2nd Year		\$855.33	\$863.88
3rd Year		\$945.06	\$954.51
4th Year		\$1,014.50	\$1,024.65
5th Year		\$1,051.33	\$1,061.84
6th Year		\$1,072.57	\$1,083.30
C12	Sales Associate, Operations Specialist		
		4/1/19	Upon ratification
1st Year		\$672.77	\$679.50
2nd Year		\$702.80	\$709.83
3rd Year		\$743.23	\$750.66
4th Year		\$766.35	\$774.01
C13	Outside Regional Sales		
		4/1/19	1/1/22
1st Year		\$1,059.26	\$1,069.85
2nd Year		\$1,102.25	\$1,113.27
3rd Year		\$1,145.69	\$1,157.15
4th Year		\$1,197.25	\$1,209.22

C14	Outside Sales II	4/1/19	1/1/22
1st Year		\$965.31	\$974.96
2nd Year		\$999.90	\$1,009.90
3rd Year		\$1,019.84	\$1,030.04
4th Year		\$1,059.26	\$1,069.85
5th Year		\$1,102.25	\$1,113.27

PROMOTION DEPARTMENT

D1	Marketing Presentation Writer, Copy Writer, Graphic Designer	4/1/19	Upon ratification
1st Year		\$792.78	\$800.71
2nd Year		\$855.33	\$863.88
3rd Year		\$945.06	\$954.51
4th Year		\$1,014.50	\$1,024.65
5th Year		\$1,051.33	\$1,061.84
6th Year		\$1,072.57	\$1,083.30

D2	Public Relations Coordinator, Research Analyst, Traffic Coordinator	4/1/19	Upon ratification
1st Year		\$753.84	\$761.38
2nd Year		\$790.03	\$797.93
3rd Year		\$886.37	\$895.23
4th Year		\$928.83	\$938.12
5th Year		\$955.68	\$965.24

D3	Research Clerk	4/1/19	Upon ratification
1st Year		\$651.11	\$657.62
2nd Year		\$683.31	\$690.14
3rd Year		\$725.91	\$733.17
4th Year		\$751.19	\$758.70

D4	Senior Clerk	4/1/19	Upon ratification
1st Year		\$617.69	\$623.87
2nd Year		\$654.49	\$661.03
3rd Year		\$721.23	\$728.44

LIBRARY

E1	News Researcher	4/1/19	Upon ratification
1st Year		\$792.78	\$800.71
2nd Year		\$855.33	\$863.88
3rd Year		\$945.06	\$954.51
4th Year		\$1,014.50	\$1,024.65
5th Year		\$1,051.33	\$1,061.84
6th Year		\$1,072.57	\$1,083.30

E2	Library Associate	4/1/19	Upon ratification
1st Year		\$631.48	\$637.79
2nd Year		\$677.49	\$684.26
3rd Year		\$715.29	\$722.44
4th Year		\$762.12	\$769.74
5th Year		\$800.53	\$808.54

8.2. The above schedule of pay groups provides the minimums which are to be paid for each job classification at each division of credited service.

8.2.1 Employees who received merit pay prior to December 5, 1983, shall continue to receive such merit pay during their term of employment. Any merit pay applied after December 5, 1983, may be removed at the Publisher's option.

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

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

8.4 The Publisher may utilize incentives or payments in addition to the schedule of wages shown above. The incentives may be commissions, bonuses, prizes, awards of compensated days off or other items of value.

8.4.1 Unless otherwise committed within the terms of this Agreement, it is understood the Publisher may add, modify or eliminate all forms of incentive payment as the Publisher determines is necessary.

8.4.2 During the life of this Agreement, the Publisher will not reduce the potential incentive pay pools available to advertising and circulation employees under monthly and quarterly incentive plans. For purposes of this article, the incentive-eligible work groups are Customer Service Sales, Inside Sales, Outside Sales. An additional combined work group of Advertising department employees shall be comprised of Ad Designers, Publications Editors, Sales Associates, Sales Coordinators and the

Receptionist. No other positions are covered by this article. The average incentive per employee in each work group referenced above shall be no less than the following:

Customer Service Sales:	\$450 per month
Inside Sales:	\$881 per month
Outside Sales:	\$1,238 per month
Advertising Combined Group:	\$390 per month

In the retail advertising department, in cases where advertising space is sold using an automated or self-helped system, the Publisher shall have no obligation to pay incentives to sales reps who had no influence on such sales made to new advertisers. "New advertisers" shall be defined under Seattle Times policy. The Publisher also recognizes that such sales to advertisers with an assigned sales rep, or who have a contract or prospect claim in place, will be eligible for payment of incentives should that advertiser use a third party booking system.

8.4.3 Incentive plans will be administered fairly and equitably. While, appeals or concerns under this subsection are not subject to the grievance and arbitration provision of this Agreement, disputes about the application of current company or Sales & Marketing department policies are subject to the grievance but not the arbitration provision of this Agreement.

8.5 Years referred to in minimum wage provisions shall be construed to mean years of experience in the specified job classification at The Times, or experience in comparable jobs on other daily newspapers as shall be determined between the Publisher and the employee at the time of transfer or hire. Where full credit is given for experience, the Publisher shall have six months to evaluate such employee and he/she may be terminated during that period if a new employee or returned to the former position in accordance with 17.6 if a transferred employee. Appropriate credit shall be allowed for other comparable experience in other news or information media, the amount of which credit shall be determined by the Publisher.

8.6 It is understood that in the event the Publisher installs equipment or systems which do not change the character of jobs in the job classifications set forth in this contract, the scales herein will remain applicable.

8.7 There shall be no reduction of the salary minimums set forth in Section 8.1 during the life of this Agreement.

8.8 Individual salaries shall not be reduced during the term of this agreement except in accordance with Section 4.6.2 - Transfer to a non-performance pay classification, Section 8.2.1 - Merit Pay, Section 4.6.1 - Reduction in Force, or if, in accordance with 17.4 and 17.6, an employee initiates or agrees to a transfer to a lower job classification. An employee so transferred shall be eligible for all salary increases appropriate for the new job classification.

8.9 The Publisher may use any method of recording work hours it deems reasonable, including without limitations, electronic or time-clock time and attendance systems. Employees required to use electronic or time-clock time and attendance systems shall include all hours worked, whether on company premises or not, in their weekly time-worked reports. The Publisher acknowledges that approved work performed from remote locations, mobile locations or from employees' homes should be reported as hours worked. Employees shall include travel time as work if they are required by the Publisher to return from the field in order to activate an electronic or time-clock time and attendance system.

8.10 All employees in the bargaining unit will be required to receive their paychecks through direct deposit or via a payroll card provided by the Publisher. Employees who choose to receive payroll cards shall be provided in writing with information on any fees associated with their use.

ARTICLE 9--SUBSTITUTE PAY

9.1 When an employee is required to substitute for an employee in a higher job classification he/she shall receive not less than the minimum for the higher job classification after fourteen (14) consecutive days in that classification.

ARTICLE 10--PART-TIME EMPLOYEES

10.1 There shall be no fragmentation of full-time positions into part-time positions.

ARTICLE 11--ISSUES SPECIFIC TO THE NEWS DEPARTMENT

11.1 News Assistants, Lead News Assistants and other support staff may apply to train in the duties of a reporter, photographer, desk editor, page designer or news artist for a period of up to six months, and shall be paid not less than the starting minimum in job classification A6 plus ten percent, or their current pay rate plus ten percent, whichever is greater, for the duration of the training period. Such assignments will be granted in the sole discretion of the Publisher. Unless promoted before the end of the temporary assignment, the employee will be returned to his/her former duties and former rate of pay and will be considered for appropriate future openings.

11.2 Subject to Article 14, editorial employees engaged on out-of-town assignments 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) during such assignment, the employee shall receive overtime pay for such hours in excess of eight (8) out of any twenty-four (24).

11.3 Any employee in the position of Reporter or Photographer who transfers to a position of Zone Reporter or Zone Photographer shall be grandfathered at the rate in effect at the time of the transfer or shall receive the rate applicable for pay group A4, whichever is higher. Such employee shall continue to receive consideration for merit and/or performance pay.

11.4 The photojournalism of skilled photographers is a key component of news coverage. However, their work may be supplemented by photographs taken by other employees, subject to standard newsroom assignment and editing procedures. Photography by other employees under this Agreement shall be incidental to their main duties and such employees are not required to possess the same level of skill as specialized professional photojournalists.

11.5 **BYLINES:** An employee shall not be required to have published under his/her own name any material containing any expression of opinion not in conformity with his/her opinion. This shall not apply to editorial notes when so labeled.

11.6 Except where specifically excluded, News Residents are entitled to all the benefits of this contract. The termination of a resident for performance reasons (as opposed to misconduct) shall not be subject to the grievance and arbitration provisions of this Agreement during the first eighteen (18) months of a News Resident's employment as a Resident.

11.6.1 A Resident shall be assigned a coach or mentor who will work with him/her for the duration of his/her residency.

11.6.2 The work of Residents shall be reviewed not less than biannually for the purpose of offering constructive criticism.

11.6.3 Residents shall be considered for regular full-time reporter vacancies before any new employee is hired for those positions.

11.6.4 The Times will employ no more than ten (10) Residents.

11.7 Employees, with mutual agreement from their supervisors, may request occasional or regular days to work from their homes or alternate locations. If such requests are granted, business needs, such as staff meetings or breaking-news events, may take precedence at the Publisher's discretion.

ARTICLE 12—INSURED AND SELF-INSURED BENEFITS

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

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

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

12.2.1 For employees whose spouse is eligible for medical insurance coverage through his/her own employer, the Publisher will have the option of charging such employees a monthly surcharge (spousal surcharge), but in no event more than the surcharge applicable to similarly situated managerial and unaffiliated employees. Effective January 1, 2019, the cost split between the Publisher and employees for coverage of dependents and the spousal surcharge shall be on the same basis as applies to the Publisher's managerial and unaffiliated employees.

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

12.3 **DENTAL:** Premium costs shall be shared equally between the Publisher and employees.

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

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

12.5 **LONG TERM DISABILITY:** Plan coverage provides sixty percent (60%) of salary up to a maximum monthly benefit of \$3,000 beginning with the first month following six (6) months of disability.

12.5.1 Any premium increases to maintain the plan will be shared by the Publisher and the employee on a 50%-50% basis. The employee share will be paid by payroll deduction.

12.6 **VISION:** Employees pay the full cost of this Guild-only benefit via payroll deduction. As a result of a prior agreement to fund this benefit through a uniform reduction (diversion) to wage rates, a restoration to all wage rates has been made in this Agreement, corresponding to the current cost of the benefit plan. Any premium increase required to increase or maintain the benefit level will be deducted from employee wages.

ARTICLE 13--HOURS OF WORK, OVERTIME, SCHEDULING

13.1 Except as hereinafter provided, the work week shall consist of forty (40) hours of work within five (5) days.

13.2 The Guild and the Publisher agree the standard work day should not exceed eight (8) hours falling within nine (9) consecutive hours, unless a special need arises or it is in the interest of a more effective operation for employees to work or be scheduled to exceed eight (8) hours per day. Without limiting in any way the options provided in this section, the following are classifications for which all positions as of the execution of the 2013-2016 labor agreement, have been designated to be on “flexible” schedules: District Advisers, District Managers and Assistant District Advisers; employees in the Marketing Department; employees in the Advertising Graphics unit; Outside Sales Representatives; Commission Sales Representatives; Newsroom employees in job groups A1 and A3; Zone Reporters; News Residents and Resale and Permissions Specialists. Depending on job duties, individual employees

in other classifications may be designated to be on flexible schedules. The Publisher agrees to notify employees of any changes in status.

13.2.1 An employee may also be scheduled more than eight (8) hours per day if the employee has scheduling needs that the supervisor agrees to resolve by permitting a more flexible scheduling assignment.

13.2.2 In these instances, employees' work schedules may deviate from the standard shift arrangement, provided the straight-time hours do not exceed forty (40) hours in any given five (5) day work week.

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

13.3.1 Another flexible work arrangement consisting of four (4) ten-hour days is permitted as detailed in a separate agreement found on page 56 of this Agreement.

13.4 Except for employees exempt from overtime by application of the Fair Labor Standards Act, as amended, all time worked in excess of the unit of hours constituting a work week shall be construed as overtime. Overtime shall be worked when required by the Publisher. Except in case of emergency, no employee may work overtime without first obtaining authorization from the Publisher or his representative.

13.4.1 Except by mutual agreement, employees normally will not be scheduled to work more than six (6) days in a row, and will not be scheduled to work more than seven (7) days in a row except in the case of an operational emergency.

13.5 Exceptions: Employees not designated to work a flexible week shall be entitled to overtime for all time worked in excess of eight (8) hours in a shift.

13.6 Part-time employees who regularly work a six (6) day forty (40) hour week shall be paid overtime for the time worked on the sixth day. All other part-time employees shall be exempt from the five (5) day week provision(s) contained in this contract.

13.6.1 Part-time employees working more than eight (8) hours in any one day shall be compensated for all time in excess of eight (8) hours at the overtime rate; provided however, that part-time employees may work up to ten (10) hours in any one day without daily overtime if the hours beyond eight (8) are worked by mutual agreement.

13.6.2 Part-time employees will be entitled to overtime payment for work on their regularly scheduled day off when required by management to do so and credited with a minimum of five (5) hours.

13.7 The Publisher shall compensate for all overtime at the rate of time and one-half (1 1/2) in cash, or, by mutual agreement between the Publisher and the employee, equal time off within the payroll week, or the Publisher and employee may agree to compensate overtime at the rate of time and one-half (1 1/2) compensatory time, outside the payroll week but during the payroll period. Employees cannot be forced to take compensatory time (which is time taken outside the payroll week) in lieu of paying overtime.

13.8 If an employee is allowed time off during a regular working day to attend to personal matters, the employee may be required to make up the time within the same week, but not on the employee's day off.

With mutual agreement between the Publisher and the employee, the Publisher may accommodate a flexible work schedule for employees who enroll in classes that are demonstrably job-related.

13.9 If an employee, having been once relieved from duty, and after leaving the place where the employee's day's work was completed, is called back for an assignment not immediately preceding a regular shift, he/she shall be credited with actual time traveling to and from the place of assignment. In no event shall he/she be credited with less than one (1) hour of work (or one [1] hour of overtime if not designated for a flexible work week) for travel in addition to the actual time worked.

13.10 The Publisher shall cause a record of all overtime to be kept. In the event of a dispute concerning overtime payments, the Publisher shall provide the Guild with a copy of the overtime record of the person or persons involved.

13.11 No employee's starting time will be changed without forty-eight (48) 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. In the event of a change to either starting time or days off schedule made necessary due to unanticipated or emergency news, business, operational or advertiser need, or to cover the sickness or unscheduled absence of an employee, as much advance notice as is reasonable will be given, but the timelines of this section shall not apply. An employee shall be entitled to two (2) hours of pay at the overtime rate for any shift worked that is changed on the schedule without proper notice under this section, and which does not meet the criteria for exception.

13.12 Any full time employee called to work on a day off shall be credited with a minimum of five (5) hours of work (or five [5] hours of overtime if not designated for a flexible work week) on the day off.

13.13 There shall be no split shifts required.

13.14 The lunch period designated by the department shall not be less than one-half (1/2) hour, or more than one (1) hour.

13.15 Reporters assigned by the Publisher to cover sports beats, political campaigns or other special assignments requiring long-term, non-traditional scheduling may, by mutual agreement, enter into a long-term flexible work agreement with their department supervisor (see Memorandum of Understanding on page 55). The duration of such agreements shall not exceed twelve (12) months, but they may be renewed by mutual agreement. Each agreement shall be approved in advance by The Guild.

ARTICLE 14--PAID TIME OFF

14.1 **HOLIDAYS:** Qualified active employees shall have the following holidays with full pay: January 1, Martin Luther King's birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and December 25th. The work week in which any of these eight (8) holidays fall or is observed shall consist of four (4) days worked and one (1) day not worked.

14.1.1 Active employees shall be eligible for holiday pay thirty (30) days after continuous and uninterrupted employment as follows:

14.1.2 Full-time regular employees who do not work the holiday shall be paid for eight (8) hours for the holiday. Full-time regular employees who work on the holiday shall be paid one and a half times their regular rate of pay for all hours worked, with a minimum of five hours and twenty minutes scheduled to work.

14.1.3 Part-time regular employees working twenty (20) or more hours a week who do not work the holiday shall be paid pro-rata for the holiday, based on average hours worked per week (calculated semi-annually on all hours paid). Part-time regular employees in this category who work the holiday shall be paid one and a half their regular rate of pay for all hours worked, with a minimum of four (4) hours scheduled to work.

14.1.4 Part-time regular employees working less than twenty (20) hours a week who do not work the holiday shall receive no holiday pay. Part-time regular employees in this category who work the holiday shall be paid one and a half their regular rate of pay for all hours worked.

14.1.5 If a full-time employee is required by the Publisher to work on a fifth shift in a holiday week he/she shall receive compensation at the overtime rate for hours worked in excess of thirty-two (32) in addition to his/her regular weekly wage. If the employee works on the actual holiday as one of the five days and receives overtime pay for hours worked on that day, then no additional overtime pay shall be paid due to working five shifts in the week. The Publisher agrees that regular days off shall not be changed because of the provisions of this section. An employee who is entitled to a day off as a result of a holiday may, at his/her option and with the approval of the Publisher, take this day off at a time other than within the holiday week.

14.2 **VACATIONS:** Employees with three (3) months or less than two (2) years of continuous service will accrue one (1) hour of paid vacation for each 26.0 straight-time hours compensated, to a maximum of eighty (80) hours per year, of which vacation accrued by this formula may be taken after six

(6) months of service. If the new employee terminates prior to three (3) months, no vacation will be accrued or paid.

14.2.1 Employees with two (2) but less than four (4) years of continuous service shall accrue one (1) hour of paid vacation for each 17.33 straight-time hours compensated to a maximum of one hundred twenty (120) hours per year.

14.2.2 Employees with four (4) or more years of continuous service shall accrue one (1) hour of paid vacation for each 13.0 straight-time hours compensated to a maximum of one hundred sixty (160) hours per year.

14.2.3 Vacation shall be accrued during the twenty-six (26) pay periods beginning with the employee's anniversary date of service.

14.2.3(a) Such anniversary date will be adjusted to reflect time loss due to break in continuous service.

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

14.2.4(a) An employee receiving substitute pay shall continue to receive such pay during vacation periods, provided that upon return from vacation he/she returns to work in that classification.

14.2.5 Vacation may be taken as earned, subject to department scheduling procedures, as determined and approved by the department supervisor.

14.2.6 At least two (2) weeks of the vacation time scheduled for employees each year is to run consecutively. Any more or less consecutive time must be mutually agreed to.

14.2.7 Employees may select vacation schedules on the basis of accumulated continuous service within the Guild's jurisdiction.

14.2.8 While vacations may be taken as earned, employees may bank up to 280 hours of vacation until June 30, 2020. On July 1, 2020, employees may bank up to 200 hours of vacation. Once the vacation bank reaches its maximum, no further vacation will be earned.

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

14.2.9.1 Termination shall occur on the last day actively at work.

14.2.10 When a holiday falls within a vacation, an additional day's vacation, or at the option of the Publisher, an additional day's pay will be granted.

14.2.11 An employee working less than forty (40) hours per week in the Circulation Department may elect to take salary in lieu of vacation, provided that the employee irrevocably elects the vacation hours to be cashed out in the coming year prior to December 15 of the year prior to accrual. Employee can only elect to cash out hours that will accrue in the coming year.

14.3 **SICK LEAVE:** Employees with ninety (90) continuous service shall be eligible for sick leave with pay upon the first workday of illness. The Guild will work with the Publisher to prevent unwarranted and/or excessive use of sick pay benefits.

14.3.1 The Publisher retains the right to determine the length of time sick leave benefits shall continue, provided, however that employees under this contract shall benefit from the same sick-pay policy as is made applicable to the Publisher's managerial and unaffiliated employees. The current formula, which may be changed at the Publisher's discretion after written notice to the Guild and employees, allows full-time employees ten (10) days (80 hours) of paid sick leave per year of service, less time used, and is pro-rated for employees working less than full time. Unused sick leave is carried forward and builds up to a cap of six months (1,040 hours or the pro-rata equivalent). The Publisher shall periodically post or otherwise notify covered employees of its sick-pay formula.

14.3.2 Employees otherwise eligible for sick leave but who receive (non-taxable) workers compensation time loss pay shall receive only time loss pay for any applicable period. Any sick leave paid in advance of the time loss determination shall be offset against time loss pay until the sick pay is restored.

14.3.3 Employees who receive sick leave pay under this section shall, upon request, submit to an examination by a doctor selected by the Publisher and sign a medical release pertaining to that examination.

14.3.4 Nothing in this article shall be interpreted to be in conflict with the Seattle Sick and Safe Time ordinance (#123698) as passed by the Seattle City Council September 1, 2011 and as became effective September 1, 2012 or constitute a waiver of any employee's rights under the ordinance. Should the ordinance be repealed or invalidated in any way, articles 14.3-14.3.3 shall govern from the date of any such repeal or invalidation.

14.4 **BEREAVEMENT LEAVE:** An employee is eligible for bereavement leave after six (6) months of service. When an employee suffers a death in the immediate family (parent, parent-in-law, spouse, child, sibling), the employee may take up to three (3) consecutive scheduled work days without loss of scheduled hours and pay. The employee may begin his/her leave upon notification of the death or at a later time if the purpose of the delay is to attend the funeral or memorial services. The time off must normally be completed within twenty (20) calendar days of the death, unless otherwise mutually agreed. One of the days off shall be for the purpose of attending the funeral or memorial service. If an employee who has vacation time available requests to use vacation time for days immediately preceding or following days spent on bereavement leave that would have otherwise been normally scheduled workdays, approval of such vacation time will not be unreasonably withheld.

14.4.1 The employee may, with the supervisor's approval, use additional leave without pay or vacation, or take unpaid leave or vacation in the event of death in his/her extended families, such as stepparent, stepbrother/sister, stepson/daughter-in-law, grandparent, grandchild, or domestic partner.

14.5 Washington Paid Family Medical Leave Act: Beginning no sooner than Jan. 1, 2020, eligible employees will be covered by the Washington Paid Family Medical Leave (WPFML) insurance program. Beginning with the first full pay period following ratification of the 2019-2023 labor agreement between the parties, the Employer and Employee will be required to contribute 0.4% of gross wages to the program. The Parties have agreed that the Employer will be responsible for the entirety of the initial

total premium, including the initial employee portion (sixty-three and thirty-three hundredths percent [63.33%] of four-tenths percent [0.4%] of gross wages). Should that state plan determine that greater contributions are required, any future increases to the employee premium beyond sixty-three and thirty-three hundredths percent (63.33%) of four-tenths percent (0.4%) of gross wages allowed or mandated by the state shall be borne by employees through payroll deduction. The employer shall be responsible for all remaining premiums. The parties agree that the employer shall have the option to convert from the state program to a voluntary program at its discretion, provided that there is no reduction in benefits from the state plan offering.

ARTICLE 15--LEAVES OF ABSENCE

15.1 At the discretion of the Publisher, employees may be granted leaves of absence on a more frequent basis than represented below. Leaves of absence granted under this article shall not constitute breaks in continuity of service, but shall not be paid for nor construed as service time for purposes of computing dismissal pay or for any other purpose.

15.2 Employees shall be granted leaves of absence upon request as provided hereinafter in this section. Employees returning from such leaves shall be reinstated in the same or comparable position upon termination of such leave, at no less than the salary they would have received in such position if the leave had not been taken, except no employee will receive credit toward their wage experience level during the period of the leave. Request for leave shall be submitted at least sixty (60) days in advance but may be accepted with less notice.

15.3 Except as otherwise provided herein or unless agreed to by the Publisher preceding the leave, no employee on leave shall accept employment with a competing medium and no employee shall be allowed a leave for the purpose of accepting other employment.

15.4 **PERSONAL LEAVE:** Any employee who has been not less than five (5) continuous years in the employ of the Publisher shall be given, at the employee's request, a leave of absence not to exceed six (6) months, this time may be extended by mutual agreement, without pay. The number of

employees to be on leave at any one time shall be subject to mutual agreement between the Publisher and the Guild.

15.5 **FELLOWSHIP:** An employee may also be granted an unpaid leave of absence if that employee wins or is the recipient of a job-industry related fellowship or study grant. Such leave shall be for the period of the fellowship or grant but not to exceed one year, unless approved by the Publisher.

15.5.1 Employees shall request the leave prior to application for the fellowship or grant and the Publisher shall notify the employee immediately as to whether the request is approved or denied.

15.5.2 It is understood that the Publisher shall deny such request for leave only when special circumstances or special needs warrant such denial.

15.6 **PARENTAL LEAVE:** Parental leave of six (6) months shall be granted to an employee with at least one (1) year of completed service at the time of the leave. Parental leave shall be understood to apply to biological parents and to adoptive parents, without regard to gender. An employee shall be entitled to take an unpaid leave of absence for childbirth or adoption and thereafter return to her/his job. An expecting mother shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job. She shall notify the Publisher of her intention to take leave and the approximate time she expects to return to work, and within 30 days after childbirth shall inform the Publisher of the specific day she will return to work. Such leave shall, to the extent allowed by law, count toward any entitlement by the Family and Medical Leave Act.

15.6.1 For the period of parental leave, as defined in Article 15.6, an employee shall receive up to six (6) weeks of paid sick leave, provided that such sick leave has been accrued to him/her under the sick leave provisions of this contract or the company's sick leave policy at the time of birth or adoption. Any additional use of accrued sick leave will be approved only when allowed under applicable leave laws.

15.6.2 Effective Jan. 1, 2020, employees shall be eligible to participate in the Washington State Paid Family Medical Leave program (WSPFML), provided that eight-hundred and twenty (820) hours of

contributions have been provided to the state plan on their behalf, which provides partial income replacement for parental leave for these employees eligible due to their service at The Seattle Times and/or a prior employer.

15.6.3 Employees taking parental leave that qualifies for WSPFML benefits shall be entitled to use any accrued sick leave to supplement their WSPFML benefits such that the amount that the combined weekly dollar value they receive from WSPFML and from company sick time equals the dollar value of straight-time weekly base pay the employee would have received in a regular work week.

15.6.3.1 Supplemental sick pay shall be paid within a reasonable time period following notification by the state of the weekly benefit earned.

15.6.3.2 In no event shall an employee earn more than forty (40) hours of straight-time pay in any week through a combination of WPFML, sick pay, pay for time worked and other forms of Seattle Times base pay.

15.6.4 Employees shall not be required to use sick leave while taking parental leave that qualifies for WSPFML benefits.

15.6.5 Employees can choose to use sick leave during the period following the exhaustion of parental leave taken via WSPFML, but under no circumstances shall the total leave exceed six months.

15.6.6 Company-subsidized benefits will end the last day of the month in which an employee exhausts FMLA leave OR the last day of the month in which the employee's compensation ends, whichever is later.

15.6.7 The leave year for absences under the Family and Medical Leave Act shall be the calendar year beginning January 1 and ending December 31.

15.7 **MEDICAL LEAVE:** Upon approval, an employee with a documented disabling medical condition is eligible for a medical leave of absence for the period of the disability, up to a maximum of six (6) consecutive months, whether the condition which necessitates the leave is work related or not.

15.7.1 Before the full leave of absence is approved, or during the period of the leave, the Publisher may require a second medical opinion from a physician of the Company's choice. Before the

second opinion, the employee will be placed on conditional leave of absence. Such additional medical advice shall be paid for by the Publisher.

15.7.2 If, due to conflicting opinions either party determines a third medical opinion is necessary, either the Publisher, the employee, or the Union may initiate the request. The third physician must be acceptable to all parties and specialize in the area of medicine best prepared to diagnose the employee's medical condition. The cost of the third opinion shall be split 50%-50% between the initiating party and Publisher, unless initiated by the Publisher, in which case the Publisher will pay the full cost.

15.7.3 When a medical leave is approved, medical benefits will be continued to the extent and for the duration required by the Family and Medical Leave Act.

15.7.4 The foregoing Articles are not to be interpreted to be in conflict with the Family and Medical Leave Act of 1993, the Washington Family Care Act, Americans with Disabilities Act, or the Washington Law Against Discrimination.

15.8 NEWSPAPER GUILD LEAVE: In the event an employee is elected or appointed to any office of The Newspaper Guild, or office of a local of The Newspaper Guild, such employee shall be given a leave or leaves of absence should he/she request such leave, and he/she shall be reinstated in the same position upon expiration of such leave. The number of employees on leave under this paragraph shall be limited to three (3) at any one time except by mutual consent. The foregoing shall also apply to delegates elected to T.N.G. and A.F.L-C.I.O. conventions, both national and local. Right to reinstatement shall terminate in the event that the employee on leave engages in gainful employment other than that for which leave was granted.

15.9 MILITARY LEAVE: Any employee who enters the Armed Forces of the United States will benefit from the full protection of the Uniformed Services Employment and Reemployment Rights Act.

15.9.1 Any employee who attends reserve military training shall be given a leave of absence of not more than two (2) weeks each year for such training.

15.9.2 Persons employed to replace an employee called to military service or an employee on other leave of absence need not be retained upon the return of such employee, but such persons shall enjoy the applicable benefits of this contract during the period of their employment.

15.9.3 Promotions of regular employees occasioned by such leaves may be considered temporary promotions only and such employees may be returned to their former status and rate of pay at any time (receiving credit, however, for the time served); provided however, that at the time such promotions are made the Guild shall be notified in writing of such promotions and the person or persons affected.

ARTICLE 16--RETIREMENT, DISMISSAL, AND DEATH BENEFITS

16.1 **RETIREMENT:** Employees covered under this Agreement shall be entitled to retirement, death and disability benefits as set forth in the Amended Retirement Plan for Guild-Represented Employees between the Publisher and the Guild.

16.1.1 The Company agrees that if, upon termination of the Amended Retirement Plan for Guild- Represented Employees dated October 1, 1958, as amended, the funds available thereunder are not sufficient to complete the payment of retirement, death and disability benefits generated by the lump sum computation provided for in Article XIV, Paragraph 13.2, Partial Lump Sum/Partial Single Life Annuity Option of said Agreement to employees eligible for such benefits, or if such benefits to such employees are reduced by Article IX, Limitation on Benefits, of said Agreement, the company will be obligated to pay the balance. This paragraph takes precedence over any statements to the contrary implied in said Agreement.

16.2 **DISMISSAL:** For employees hired on or before March 29, 1987, upon dismissal, except in cases of dismissal for gross misconduct or self-provoked termination, for the purpose of collecting dismissal benefits, such employees covered by this Agreement shall receive dismissal benefits as set forth in the existing Amended Retirement Plan for Guild-Represented Employees between the Publisher and the Guild.

16.2.1 Employees hired March 30, 1987 and thereafter shall be entitled to dismissal benefits as set forth above after completing three (3) years of service.

16.2.2 The company agrees that if, upon termination of the Amended Retirement Plan for Guild- Represented Employees originally dated October 1, 1958, as amended, the funds available thereunder are not sufficient to complete the payment of dismissal benefits generated by the lump sum computation provided for in Article VII, Paragraph 7.3 of said agreement to employees then eligible for such benefits, or if such benefits to such employees are reduced by Article IX of said agreement, the company will be obligated to pay the balance. This paragraph takes precedence over any statements to the contrary implied in said agreement.

16.3 **DEATH BENEFIT:** In the event of the death of any employee who meets the participation requirements of the pension plan, the Publisher agrees that the beneficiaries of the deceased, designated by the employee in advance, shall be paid an amount equivalent to one times the employee's annual earnings based on the salary at the time of death or the prior year's W-2 earnings, whichever is higher, as a distribution from the Amended Retirement Plan for Guild-Represented employees. Any legal cost or expenses incurred by the Publisher in determining the beneficiary(s) shall be deducted.

16.4 If during the term of this Agreement, the Publisher identifies potential further amendments to the Amended Retirement Plan for Guild-Represented Employees, which in the Publisher's estimation could reduce financial pressure on the company and enhance the stability of the Seattle Times as a vital journalistic institution, the Guild agrees to meet and confer with the Publisher for purposes of determining what appropriate action shall be taken as it relates to this Agreement.

ARTICLE 17--TRANSFERS, PROMOTIONS

17.1 **PROMOTIONS:** If a Guild member is promoted to an executive position not covered by this contract and does not prove satisfactory to the Publisher within six (6) months in this position, the Publisher agrees to return such employee to his/her former position at not less than his/her former salary.

17.2 **TRANSFERS:** Transfers requiring a change of residence are to be made by mutual agreement between the Publisher and the employee. Transfers such as to Washington, D.C. or Olympia, Washington, will be made for no less than two (2) years unless by mutual agreement. The Publisher may recall an employee from such a transfer at any time after two (2) years. When such transfers are made, the Publisher will pay all authorized transportation and other moving expenses for the employee and his/her family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.

17.2.1 When no change of residence is involved, the Publisher may make transfers at his sole option, however, no employee shall be transferred between the five major departments, advertising, circulation, news, marketing and library, except by mutual consent; provided, however, no employee in Group A1, A2, A3 shall be required to transfer between the Sports Department and other News Departments if the staffing changes can be accomplished by qualified volunteers or by mutual consent.

17.3 By mutual agreement between employee and the appropriate manager, employees may be transferred or promoted to other job classifications for an evaluation period of six months. If promoted to a higher paying job classification they shall receive the minimum wage applicable to the job classification unless it would result in a decrease in total pay. In determining the employee's total pay in the former job, the Publisher shall take into account the employee's weekly salary at the time of the transfer.

17.4 No employee shall be required to accept a promotion except by mutual consent.

17.5 A six (6) month evaluation period will follow transfer or promotion. Either the company, due to nonperformance, or the employee, at his/her own desire, will have an option of the employee's

returning to the former position during the evaluation period. After six (6) months the employee shall be deemed regular and his/her salary will be that of the new job classification and his/her experience.

17.5.1 Where the employee returns or is returned to the former position, his/her salary will be that which would have been paid had the employee remained in that position.

17.6 Individuals replacing the transferred or promoted employee will be considered temporary in that position for the six (6) month period.

17.7 Before new employees are hired for positions covered by this contract, the Publisher agrees to give first consideration to present employees in lower job classifications who possess the necessary qualifications to meet the Publisher's requirements for the job vacancy. The Publisher shall make the decision with respect to filling the vacancy.

ARTICLE 18—EXPENSES

18.1 **AUTOMOBILE EXPENSE:** Employees who are required to use their automobiles in the course of their employment shall be paid the current mileage rate allowance set by the Internal Revenue Service. Employees shall also be reimbursed for parking incurred during the course of their assigned duties. With advance approval of their manager, employees who are required to use their automobiles in the course of their employment may use alternate means to arrive at work on days when the employees are reasonably certain that the use of their automobiles will not be necessary.

18.1.1 Employees working at the Publisher's Denny location who are required to use their automobiles in the course of their employment shall be provided regular access to parking at a facility to be arranged by the Publisher. As of ratification of this Agreement, the total monthly cost of parking for such employees was three hundred dollars (\$300), which is currently split evenly between the Publisher and Employee, after which any further increase in cost shall be shared equally between employees and the Publisher.

18.2 **PHOTOGRAPHERS LIABILITY INSURANCE:** The Publisher will pay fifty percent (50%) of photographers' liability insurance but only up to one hundred fifty dollars (\$150.00) per year.

18.3 **OVERNIGHT EXPENSE:** Employees required by the Publisher to remain overnight away from their headquarters shall receive their actual expenses for hotels and meals.

18.4 **PERSONAL PROPERTY:** The Publisher agrees to reimburse employees covered under this contract for damaged personal property used in the performance of work assignments, but will be limited to damages in excess of reimbursements received by employees from other sources, including other insurance policies. Computer equipment and photographic equipment must have the prior approval of the supervisor to be covered by this provision.

18.4.1 Employees who use personal automobiles are covered by Section 18.4 for damages to their automobiles occurring when automobile is used for company business.

18.5 **PERSONAL CELL PHONES/ DIGITAL DEVICES:** Employees whose jobs require the use of cell phones or other digital devices will be provided the appropriate devices at company expense. Alternatively, they may, at their option and with their manager's approval, elect to receive an allowance toward a personal cell phone or device. Monthly allowance amounts shall be thirty dollars (\$30) for phone/text devices, and sixty-five (\$65) for a smartphone or other approved digital device with a data plan.

18.6 The Publisher may decline to reimburse an expense submitted later than sixty (60) days subsequent to the date at which the employee was made aware that the expense had been incurred.

ARTICLE 19--DUES CHECKOFF

19.1 Upon an employee's voluntary written assignment, the Publisher shall deduct from the salary account of such employee and pay to the Guild on the fifteenth day of each month, but in no event later than the twentieth, all periodic dues uniformly required by the Guild for the current month. The Publisher's responsibility is limited to deducting membership dues from the employee's salary in accordance with a schedule furnished the Publisher by the Guild on the first day of each month. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. All such deductions shall be made in conformity with local, state, and federal legislation.

19.2 Such assignment shall be made upon the following form:

To: SEATTLE TIMES COMPANY

I hereby assign to the Pacific Northwest Newspaper Guild, Local 37082, from any salary earned or to be earned by me as your employee, an amount equal to all membership dues lawfully levied against me by the Guild for each calendar month following the date of this assignment as certified by the Treasurer of the Pacific Northwest Newspaper Guild, Local 37082.

I hereby authorize and request you to check off and deduct such amounts during the month for which such dues are levied and the Guild so notified you, from any salary then standing to my credit as your employee, and to remit the amount deducted to the Pacific Northwest Newspaper Guild, Local 37082, not later than the twentieth day of that month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be renewed automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between yourself and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between yourself and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

Signature of Employee

Department

Date

ARTICLE 20-GRIEVANCE PROCESS

20.1 A Grievance Committee, designated by the Guild, shall be established to settle amicably with the Publisher or his representatives all grievances arising under this contract unless otherwise specified. Performance reviews or evaluations shall not be subject to the grievance process outlined in this article. Discipline and termination of employees in the Editorial Writer job category shall not be subject to the grievance process outlined in this article.

20.2 A grievance shall be submitted only by a written notice from the complaining party to the other party briefly setting forth the facts giving rise to the grievance, the ground of complaint and the action sought within twenty-two (22) days of the time the employee knew of the circumstances giving rise to the grievance. The Publisher and the Guild may jointly extend this time requirement. The Publisher and the Guild agree that a grievance meeting on the dispute shall be scheduled, if requested, and conducted

within fifteen (15) days of the date the grievance is filed. Both parties commit to scheduling such meetings without unnecessary delay and in good faith.

20.3 A grievance raised under Section 20.1 and 20.2 and not settled within thirty-five (35) calendar days after receipt of the written notice described (this time may be extended by mutual agreement) may be submitted to arbitration, in accordance with the procedures hereinafter set forth, upon written notice of either party served upon the other party. By mutual agreement, any properly submitted grievance may be moved to arbitration at any time within the thirty-five (35) calendar days. A request for arbitration, defined as requesting an arbitrator list from the Federal Mediation and Conciliation Service (FMCS), must be made in writing within fifty (50) days of the filing of the grievance or the grievance shall be waived.

20.4 The Publisher and the Guild shall jointly or singly request the FMCS to furnish lists of not fewer than eleven (11) arbitrators. Selection shall be made in accordance with the procedures of the FMCS. If the party adverse to the complaining party refuses for any reason to proceed to the selection of an arbitrator, or if for any other reason an arbitrator is not selected or secured, then the complaining party has the right to request the FMCS to proceed to the appointment of an arbitrator pursuant to the present rules of the voluntary labor arbitration tribunal of the FMCS, and the grievance shall be submitted to such arbitrator for final decision.

20.5 Either party may insist on having the issue of arbitrability heard and ruled on in a separate hearing before proceeding to a hearing on the merits of the grievance in question. Absent agreement of the parties, the issue of arbitrability shall be ruled on within twenty (20) days of the arbitrability hearing.

20.6 Expenses of arbitration which are jointly incurred shall be shared equally by the parties, except that neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right of access to the record.

20.7 The award of the arbitrator shall be final and binding.

20.8 Renewal of this contract shall not be subject to arbitration.

20.9 The arbitrator shall have no power to change, modify, add to or detract from any terms of this Agreement.

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

ARTICLE 21--OUTSIDE ACTIVITY

21.1 The employees of the Publisher shall be free to engage in activities outside of working hours, subject to the following provisions:

- (a) Such activities do not consist of or include services performed for any medium in competition with the Publisher.
- (b) Without permission, no employee shall exploit his/her connection with the Publisher in the course of such activities.
- (c) Such activities are not performed for any non-competitive employer to the embarrassment of the Publisher businesswise.

ARTICLE 22--PICKET LINES

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

22.2 In the event any picket line is established by any labor organization at the Publisher's premises or places of business covered by this Agreement (whether in furtherance of a dispute or controversy with the Publisher, its parent; subsidiary or affiliated companies elsewhere in the State or country, or with a contractor or customer of the Publisher herein, or otherwise), employees covered by this Agreement shall continue to perform their regular and customary services for the Publisher at their

normal work locations. Provided, however, that it shall not be a violation of this Agreement for members of the bargaining unit to honor or observe a proper primary picket line established by the composing room unit of the Pacific Northwest Newspaper Guild/CWA Local 37082.

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

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

ARTICLE 23--NEW EQUIPMENT

23.1 **NEW EQUIPMENT:** The Publisher and the Guild agree that every reasonable effort shall be made to reduce the impact upon employment due to new equipment or technological changes and improvements. The Publisher agrees to notify the Guild ninety (90) days prior to the date such new equipment or technological changes are scheduled for installation and upon the request of the Guild agrees to meet for consultation for the purpose of considering retraining and other measures to provide the minimum adverse effect upon employment opportunities which are consistent with the efficient operation of the affected department. Nothing in this section shall restrict or impair the right of the Publisher to install or operate such equipment.

23.1.1 In the event of the introduction of new equipment or new technology, the Publisher will provide adequate training over a reasonable period of time to give employees the opportunity to become proficient in the operation of the new equipment or technology.

ARTICLE 24—MISCELLANEOUS

24.1 **BULLETIN BOARDS:** The Publisher agrees to provide the Guild space for bulletin boards suitably placed in all departments covered by this Agreement.

24.2 **RULES:** The Publisher may prescribe rules not in conflict with the provisions of this Agreement affecting the conduct and work of his employees as the Publisher may deem necessary or desirable.

24.3 **PERSONNEL FILES:** If any material critical of an employee's job performance is to be placed in the employee's personnel file, the employee shall be advised of such material and shall be provided the opportunity to receive a copy of such criticism. Any written response will be placed in the employee's personnel file.

24.4 **SAFE CONDITIONS:** The Publisher agrees to keep the plant in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times. The safety committee shall recommend to the Publisher appropriate interventions, such as the purchase of new equipment and employee training. The Publisher will, whenever an employee's work station is substantially new or substantially changed, or upon an employee's request and at other times the Publisher considers appropriate, conduct an ergonomic evaluation of the employee's work station and provide additional equipment the Publisher determines is necessary to ensure an ergonomically sound work station. In addition, the Publisher will post on its Employee Portal information for workstation self-assessment and tips to facilitate optimizing an individual's workstation and will present an on-site workshop on workstation self-assessment no less than annually, provided that a minimum of five (5) employees sign up in advance.

24.5 **TRANSIT PASS:** The Publisher will provide up to four hundred dollars (\$400) per calendar year in matching contributions to the ORCA transit pass for each employee working at the Publisher's Denny location either through the semi-annual purchase process or through monthly contributions not to exceed thirty- three dollars and thirty-two cents (\$33.32) per month. Effective Jan. 1, 2020, the Publisher will provide up to four hundred seventy-five dollars (\$475) per calendar year in matching contributions to the ORCA transit pass for each employee working at the Publisher's Denny location either through the semi-annual purchase process or through monthly contributions not to exceed thirty-nine dollars and fifty-eight cents (\$39.58) per month.

24.6 COMMUTER PARKING: Employees working at the Publisher's Denny location who commute by automobile shall be provided regular access to parking at a facility to be arranged by the Publisher, subject to the availability of space not already committed to other business use or under sub-lease to a third party. The monthly cost to the employee shall be no more than the monthly cost to the Publisher to obtain use of the space.

24.6.1 In the event of relocation of the existing parking facility or other significant disruption to current arrangements for parking at the Denny location, the Publisher will meet with the Guild to review any concerns related to employee safety, convenience of access, and security of personal property, and will actively consider all reasonable steps to promptly address such concerns.

24.6.2 **DAILY PARKING:** During the period of time the Publisher retains control of its own private, leased parking lot at 1120 John Street, the Publisher shall make available up to eight (8) parking spaces for daily and/or visitor use. For purposes of this article, construction equipment shall be considered visitor use. Such parking spaces shall be available daily on a first-come, first-served basis. If, by October 31, the Publisher determines that these spaces are not being used to their potential, the Publisher shall have the right to remove up to three (3) spaces from daily and/or visitor use. The daily charge for the use of a parking space in the 1120 John Street lot shall be fifteen dollars (\$15). Use of this daily parking option shall not disqualify an Employee from eligibility for the transit pass contributions described in Article 24.5. At such time the Publisher no longer has control of a private, leased parking lot at 1120 John Street, the Publisher will explore the feasibility of making daily parking available including any suggestions provided by the Guild, but will ultimately have discretion over whether to offer daily parking.

24.6.3 **WEEKEND PARKING:** During the period of time the Publisher retains control of its own private, leased parking lot at 1120 John Street, employees required to work weekend shifts at the Publisher's downtown location shall be able to park free of charge in the Publisher's parking lot at 1120 John Street, provided that they obtain a parking pass from their department administrative coordinator in advance.

ARTICLE 25—MANAGEMENT FUNCTIONS

25.1 All management functions or prerogatives which the Publisher has not specifically modified or restricted by this Agreement are retained and vested exclusively in the Publisher. This means that except for those things that are modified or restricted by the contract, the Publisher has the right to make business decisions. When there are impacts on the bargaining unit, the company will negotiate the effects of those decisions as required by law.

ARTICLE 26--TERM

26.1 This contract shall, unless changed by mutual consent, be in effect from April 1, 2019 until March 31, 2023, inclusive.

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


27.3 If either party hereto wishes to propose a new contract to take the place of this one upon its expiration date, it shall notify the other party in writing of its wishes not less than sixty (60) days prior to March 31, 2023.

27.4 The terms and conditions of this Agreement shall remain in effect during the period of negotiations for a new Agreement. Either the Publisher or the Guild may terminate this Agreement by giving sixty (60) days written notice to the other party of its intentions to terminate the Agreement. At the expiration of said sixty (60) days, this Agreement and all terms and conditions of this Agreement shall terminate.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL #37082

By 

Martin Hammond, Sr. Director HRG & Labor

By 

Brad Sherman, 37082 Administrative Officer

ADDENDUM 1

MEMORANDUM OF UNDERSTANDING

Commission Sales Employees

This memorandum constitutes an agreement between The Seattle Times and the Pacific Northwest Newspaper Guild, Communications Workers of America Local 37082, covering Commission Sales Employees in the Advertising Department.

Section 1. The Publisher may employ up to twenty-five (25) Commission Sales Employees.

Section 2. Such Commission Sales Employees may, at the discretion of the Publisher and subject to policies established or modified by the Publisher, sell any advertising product as assigned by the Publisher, to new or dormant advertising accounts. The Publisher would provide notice of any assignment or policy changes at least three (3) months prior to implementation.

Section 3. The Publisher may at its discretion establish and modify policies applicable to Commission Sales Employees, including but not limited to policies on categories, accounts, commission rates, transfer of accounts, and turnover to salaried staff. The Publisher would provide notice of any such changes at least three (3) months prior to implementation. Notwithstanding the preceding, unless already transferred, the Publisher reserves the right to transfer an account to the salaried sales staff after twenty (20) months of activity or one thousand (1,000) inches, whichever occurs first.

Section 3.1 Advertisers that can clearly be defined as having distinct and separate decision-maker(s) from the parent or agency will be qualified as individual accounts. Where there are disputes, the final determination is at management's discretion; provided, however, the manager will consider and give appropriate weight to available documentation, and that a final determination from management on an account's status be provided (and confirmed in writing, if requested) to the salespeople.

Section 4. The Publisher will determine the structure of commission and any modification thereto applicable to Commission Sales Employees. Commission Sales Employees will be paid on a commission basis defined as a minimum of ten (10) percent on local display advertising, national display advertising, and all zone ROP, all Value Plus, part-run inserts, print and deliver and distribution only/single sheet inserts. The Publisher would provide notice of any changes above the minimums at least three (3) months prior to implementation. In the retail advertising department, in cases where advertising space is sold using an automated or self-helped system, the Publisher shall have no obligation to pay commission to Sales Representatives who had no influence on such sales made to new advertisers. "New advertisers" shall be defined under Seattle Times policy. The Publisher also recognizes that such sales to advertisers with an assigned sales rep, or who have a contract or prospect claim in place, will qualify for payment of commission should that advertiser use a third party booking system.

Section 5. The Publisher reserves the right to establish and/or change goals for each Commission Sales Employee. Each employee's performance will be evaluated and reviewed with the employee during the first six (6) months and will be periodically reviewed at least annually thereafter. Because successful performance as a Commission Sales Employee requires a unique set of personal skills, temperament and self-motivation, Commission Sales Employees who do not meet or comply with established goals and policies may be placed on probation and will be required to comply with the terms of a performance plan of up to six (6) months' length to retain the Commission Sales position.

Section 6. Notice of Commission Sales position openings shall be posted. Current employees who apply and are selected shall have the option to return to their former position, and the Publisher shall likewise have the option to return them to their former position within six (6) months. After six (6) months, the employee may return to an available position within his or her former classification only with approval of the Publisher.

Section 7. No current employee will be transferred to a Commission Sales position without the employee's consent.

Section 8. Commission Sales Employees will work regular business hours and ensure that they are current and updated on company and department policies and goals through regular attendance at sales meetings, training and company events.

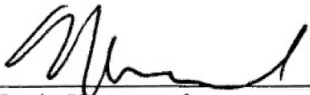
Section 9. No vacation relief will be provided for Commission Sales Employees.

Section 10. See separate Memorandum of Understanding which details the provisions of the Labor Agreement which apply to this group. [Beyond updating, this Memorandum will be amended to add eligibility for medical, employee assistance, life insurance, and long-term disability coverage. In addition, the MOU will provide for eligibility for dental coverage on a self-pay basis.]


Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 2
(Incentive Program)


**To Labor Agreement
between
The Seattle Times
and
Pacific Northwest Newspaper Guild #37082**

- 1.1 Article 8- MINIMUM WAGES contains a schedule of the minimum compensation commitments. Additional salary increases relating to performance and additional incentives that may be paid are subject to an internal review process but are not subject to the grievance process of the Labor Agreement.
- 1.2 Effective December 1, 1997, and each year thereafter, employees whose salaries are greater than the minimums for their job classification and years of experience shall receive any salary increase which is applied to their job classification and years of experience, provided the employee's performance rating is better than "needs improvement" or "too new to rate."
- 1.3 Effective December 1, 1997, and each year thereafter, employees whose salaries are less than the minimums in their job classification and years of experience shall be increased to the minimums for their job classification and years of experience.
- 1.4 Employees whose minimum salaries are increased due to performance increases shall continue to receive such performance increase during their term of employment, unless transferred to a job classification which does not qualify for performance pay.
- 2.1 Employees responsible to sell advertising shall be entitled to incentive payments each month.
- 2.2 Each salesperson's incentive compensation will be dependent upon sales and performance objectives.
- 2.3 Incentive payments for Advertising sales personnel will be paid in the last payroll period of each month and shall be based on results compared to sales and performance objectives the previous month.
- 4.1 Advertising sales personnel compensation for hours paid not worked will include the employee's straight-time base rate plus any incentive earned by their assigned area while they are off during any four (4) week period. Thereafter, any compensated time will be at their individual base rate.

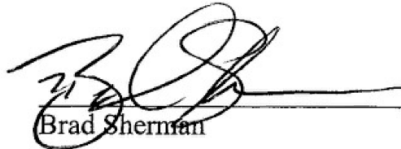
Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 3

MEMORANDUM OF UNDERSTANDING

PHOTOGRAPHERS' EQUIPMENT OPTION PLAN

The Option Plan is designed to allow each photographer the opportunity to supplement or substitute a company-owned package of basic equipment with personally-owned equipment.

The extent to which each photographer participates in Plan B is left completely to the individual.

Plan A - Company-issued Equipment

The Times will provide each photographer opting for Plan A with suitable professional equipment to do the job.

The Company will be responsible for maintenance and repair of the equipment.

The Company-issued equipment will be fully insured by The Times.

Photographers may request to take along additional personal equipment for special occasional use. If approved by the Photography Department manager, personal equipment damaged in the course of Times business will be repaired by the Company. If damage is beyond repair or the equipment is stolen in the course of Times business with no negligence on the part of the employee, the Company will reimburse the photographer at the depreciated cash value of the item.

In the event a photographer is laid off due to a reduction in force for economic reasons, he or she may request to retain his or her Company-issued equipment. Depending on the depreciated value of the equipment, and whether in the sole judgment of the Company the equipment may be surplus to its continuing business needs, ownership of all or part of the equipment will be transferred to the photographer. The employee will be responsible for any tax liability related to value of the equipment as taxable income.

Plan B – Photographer-owned Equipment

Photographers may choose to supplement their company-issued equipment with personal equipment reimbursed by the company. They may also choose to substitute some or all of their company-issued equipment with personal equipment. This reimbursement plan can be applied to approved camera bodies, lenses, camera accessories, lighting equipment and computer equipment / multimedia devices related to the production, editing and transmission of images. All purchases must be approved by the Photo Editors. Once approved, the purchase will be compensated for according to the language in Plan B.

The Company will reimburse each photographer choosing Plan B or providing additional approved equipment in Plan A according to the following payment plan:

The Company will reimburse each photographer at the rate of 20% per year of the value of the equipment for the first four (4) years. Thereafter, the Company will pay 5% for each additional year until the equipment is retired. This will be paid on a quarterly basis. In the event a photographer is laid off due to a reduction in force for economic reasons, he or she shall be paid the reimbursement balance remaining on any equipment in a lump sum payment. If the photographer is subsequently recalled to work under the terms of Article 6 of the contract, the lump sum payment shall be returned to the Company, less the amount of any scheduled quarterly payments that would otherwise have been paid in the interim.


Repair of equipment on the reimbursement schedule will be paid by the Company.

Insurance on the equipment will be provided by the Company. Coverage will be on a 24-hour basis at replacement cost.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 4

MEMORANDUM OF UNDERSTANDING Re: Lead News Assistants and Research Assistants

Employees in the job classifications of News Assistant and Research Assistants may create routine editorial content according to criteria specified by an editor and original research data for publication in support of reporters in preparing stories. They shall not create editorial material except as permitted herein.

Depending on the skills of the individuals, they may:

- Create brief advances on events such as fairs and festivals.
- Generate routine accounts such as traffic and road-work alerts, game reports, monthly weather wrap-ups and in-season produce availability from press releases and sources specified by an editor.
- Research material for compilation by columnists and reporters.
- Under the direction of reporters and editors, research supporting material such as surveys and supply a brief explanatory introduction for publication.
- Gather, compile and do an initial evaluation of reader-response letters, faxes, calls and e-mails before final approval by a reporter or editor.
- Maintain databases for news stories and special projects.
- As directed, file requests for information with government agencies and following up with phone calls.
- Help to maintain statistics for publication in the newspaper, online, books, etc.
- Prepare radio, TV and other grids, schedules and highlights.
- Make telephone calls to ask questions prescribed by an editor or reporter. Take that information and compile lists, enter into a table or write up a summary for publication.
- Take dictation from reporters.
- With a list of priorities provided by an editor, help trim and position sports agate, TV and entertainment listings and other formatted content.
- Select handout or file photographs for formatted pages and place according to layout alternatives prescribed by an editor.
- Rewrite press releases into items for calendars, listings and other formatted content. Prioritize items according to specified criteria. Make telephone calls to verify information.
- Enter computer data and generate files for use by reporters in preparing stories.
- Perform administrative support work such as gathering time slips; completing overtime reports; answering the telephone; maintaining schedules; preparing and maintaining tickle files, opening, sorting, disposing of and distributing mail.

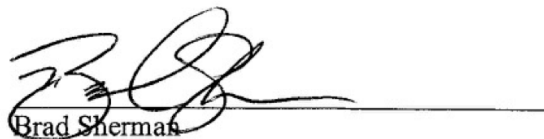
Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 5

MEMORANDUM OF UNDERSTANDING
Re: News Assistants

Employees in the job classification of News Assistant may process statistics, compile tables and calendar items, and rewrite press releases and write summaries for the News Department. They shall not create editorial material except as permitted herein; nor shall they transmit material to the Composing Room.

They may:

Prepare radio and TV grids, schedules, and highlights.

Make telephone calls to ask questions prescribed by an editor or reporter. Take that information and compile lists or enter onto a table, if appropriate, or write up a summary.

Take dictation from reporters.

Take information such as game results over the phone and write up that information.

With a list of priorities provided by an editor, help trim and position sports agate on page.

Rewrite press releases into items for calendars, listings and other formatted content. Prioritize items according to specified criteria. Make telephone calls to verify information on releases.

Perform keyboard work on computers to enter data for projects, and to generate files (call up, review, add information) for use by reporters in preparing stories.

Perform administrative support work such as gathering time slips, completing overtime reports, answering the telephone, maintain desk scheduling, prepare and maintain tickle files; open, sort, dispose and distribute mail.


Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 6

**MEMORANDUM OF UNDERSTANDING
LONG-TERM FLEXIBLE WORK AGREEMENT
(News Department Employees)**

The undersigned employee, editor and representative of the Pacific Northwest Newspaper Guild, enter into this separate and voluntary agreement for the purpose of establishing the amount of bonus and paid days off to be awarded to the employee at the end of the work assigned and time noted, below.

The employee's obligation is to cover the specified work assignment and to work all the time required to complete such assignment.

The Times' obligation is to pay to you, (the employee) the bonus amount of \$_____, and to provide you _____ paid days at the completion of the time noted, each in addition to your normal accrued vacation and regular salary. The bonus may be distributed during or at the end of the work assignment as agreed between the employee and editor.

The paid days off specified above shall be taken within _____ days following the completion of the assignment. The Times will assist you in scheduling the days off shortly after completion of the assignment.

Should you be removed from the assignment or choose to leave The Times prior to the completion of the assignment, you will be paid pro rata the bonus and paid time off, based on the number of days on assignment divided by the number of days listed below.

The employee and the Guild agree the amounts listed below for the period listed are in lieu of any overtime payment or compensatory time the employee would otherwise be entitled to by the terms of the Guild collective bargaining agreement.

Assignment:

Period of assignment: From _____ to _____

SEATTLE TIMES

GUILD #37082

EMPLOYEE

By _____

By _____

By _____

Dated _____

ADDENDUM 7

MEMORANDUM OF UNDERSTANDING REGARDING THE “FOUR 10-HOUR WORKWEEK”

This Memorandum of Understanding is an agreement between The Seattle Times and the Pacific Northwest Newspaper Guild, Local 37082, TNG, as to the establishment, maintenance and application of certain contract provisions affecting the “Four 10-hour Workweek”:

1. DEFINITION

- 1.1. **WORKWEEK** - The “Four 10-hour Workweek” shall consist of forty (40) hours of work within four (4) days and the work day shall consist of ten (10) hours of work falling within eleven (11) consecutive hours.
- 1.2. **DAYS OFF** - Three (3) days off will be scheduled by the supervisor for each employee and shall continue regularly unless the notice of change required by the Agreement is provided.
- 1.3. **OVERTIME** - Employees scheduled on a “Four 10-hour Workweek” shall receive overtime/comp time for all hours worked by the employee in excess of ten (10) in a day or forty (40) in a workweek, unless otherwise exempted by the Agreement.

2. ELIGIBILITY AND SCHEDULING

- 2.1. All bargaining unit members in classifications of sub-departments approved by the supervisor to be scheduled on a “Four 10-hour” basis shall be eligible to apply.
- 2.2. If more employees apply than available “Four 10-hour” schedules, the senior qualified employee, as determined by the supervisor, will be assigned.
- 2.3. Once assigned to a “Four 10-hour Workweek” an employee shall continue on the schedule unless the supervisor provides notice of change stipulated in Article 14.11, or if at the employee’s request after a period of thirty (30) days has expired or by mutual agreement with the supervisor, whichever occurs first.
- 2.3.1. Employees hired in a relief capacity may be required to work a “Four-10-hour Workweek” to cover for vacations or other temporary vacancies by employees normally working such workweeks.

3. BENEFITS

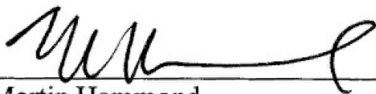
- 3.1. **VACATIONS** - One week of vacation shall be equal to forty (40) hours of pay. Employees who have less than one year’s service at the vacation anniversary date shall have their total hours divided by ten (10) to determine their pro rata vacation credit.

- 3.2. HOLIDAYS - Employees working a four 10-hour workweek may, with the mutual agreement of their supervisor, either work ten (10) hours and forty (40) minutes at straight-time for three (3) shifts or convert back to a five 8-hour workweek in which a holiday recognized by Article 15 of the Agreement occurs. Employees shall receive eight (8) hours' pay for each contractual holiday listed at Article 14.1 for which they qualify.
- 3.3. SICK LEAVE - Employees eligible for sick leave as provided by Article 15 shall receive ten (10) hours' pay for each day of paid sick leave.
- 3.4. BEREAVEMENT LEAVE - Employees eligible for paid bereavement leave shall be compensated for up to three (3) full work days (10 hours each), provided one of the three days is the day of the memorial service and he/she otherwise would have been scheduled to work and did not work, and providing also the employee returns to work following the bereavement leave.
4. Employees participating in the four-day/ten-hour workweek shall continue to be covered by all applicable provisions of the Agreement unless such provisions have been specifically modified or waived herein.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

**ADDENDUM 8
(Pension Freeze Agreement)**

**Memorandum of Understanding
in regard to the Amended Retirement Plan for Guild Employees of Seattle Times Co.**

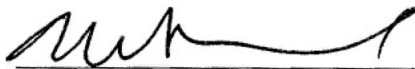
This Memorandum of Understanding (MOU) is made between The Seattle Times Co. (“Publisher”) and the Pacific Northwest Newspaper Guild, Local 37082 of the Communications Workers of America (“Guild”). In response to the Publisher’s request for economic concessions, the Guild agreed, effective October 1, 2010, and by this MOU agrees to continue to indefinitely “freeze” the accrual of benefits for employees enrolled in the Amended Retirement Plan for Guild Employees of Seattle Times Company. In exchange for this concession, the Publisher agreed, effective October 1, 2010, and by this MOU agrees to continue to the following terms:

1. The Publisher agrees to reinstate and resume the accrual of benefits for employees enrolled in the Amended Retirement Plan for Guild Employees of Seattle Times Company if the Publisher reinstates and resumes the accrual of benefits for employees enrolled in the Amended Retirement Plan for Unaffiliated Employees of Seattle Times Company.
2. The Publisher agrees that the Guild will be notified in advance of all meetings held by the Investment Committee, as defined in Article 16.9 of the Amended Retirement Plan for Guild Employees of the Seattle Times Company. The Guild may appoint one member who also serves on the Guild Retirement Board to attend any or all of these meetings in a non-voting observer status. The Guild observer will be appointed for a period of no less than one year. The Publisher agrees to send notification of Investment Committee meetings to the Guild at the same time as all other members of the committee are notified.
3. The Publisher agrees to establish a regular schedule of annual meetings of the Guild Retirement Board for the purpose of reviewing the annual valuation report on the Amended Retirement Plan for Guild Employees of Seattle Times Company, of answering questions from Guild Retirement Board members about the financial status of the Plan, and discussing other matters of mutual interest.
4. The Publisher acknowledges that “freezing” the accrual of benefits in the Amended Retirement Plan for Guild Employees of Seattle Times Company does not affect an eligible employee’s ability to access Dismissal Benefit.
5. The Publisher agrees to continue an employer match to The Seattle Times affiliated 401(k) savings plan offered to employees in the bargaining unit. The Publisher will match fifty percent (50%) of the first four percent (4%) of eligible pay contributed by bargaining unit employees to The Seattle Times affiliated 401(k) savings plan per pay period. Attached (Addendum 9) is a modified Memorandum of Understanding (MOU) detailing the provisions of the employer match.

The terms of this MOU, which are enforceable under the Guild’s contractual grievance and arbitration procedure, will remain in effect from April 1, 2019 until March 31, 2023.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY



Martin Hammond

THE NEWSPAPER GUILD/CWA LOCAL 37082



Brad Sherman

ADDENDUM 9

**MEMORANDUM OF UNDERSTANDING between
THE SEATTLE TIMES
and
PACIFIC NORTHWEST NEWSPAPER GUILD LOCAL #37082**

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

The Seattle Times 401(k) savings plan shall be administered solely by The Seattle Times; however, The Seattle Times' intention is to provide a plan which is as parallel as possible to The Seattle Times 401(k) plan for unaffiliated employees.

Effective for contributions made on the first paycheck following October 1, 2010, the Publisher will match fifty percent (50%) of the first four percent (4%) of eligible pay contributed by bargaining unit employees to The Seattle Times 401(k) savings plan per pay period. The Publisher shall have the right to auto-enroll new hires at a four percent (4%) contribution rate effective the first pay date following the pay period in which the employee reached ninety (90) days of employment, provided the employee has not elected otherwise and has been notified of his/her options. Employer matching contributions will vest on a five-year schedule as illustrated in the following table:

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

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

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

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

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 10
to the AGREEMENT
by and between
SEATTLE TIMES COMPANY
and
THE NEWSPAPER GUILD LOCAL #37082

THIS ADDENDUM is supplemental to the AGREEMENT by and between the SEATTLE TIMES COMPANY, hereinafter referred to as the Publisher, and PACIFIC NORTHWEST NEWSPAPER GUILD, LOCAL 37082, a local chartered by The Newspaper Guild, hereinafter referred to as the Union.

EMPLOYER’S SUBSTANCE ABUSE POLICY

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

ARTICLE 1 **ADMINISTRATIVE GUIDELINES**

- 1.1 A drug shall be defined as any substance which may impair mental or motor function, including but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol shall be defined as any beverage containing alcohol.
- 1.2 The use of drugs which are lawfully obtained and properly used, including but not limited to marijuana and other substances that contain cannabinoids, shall be permitted provided their use does not interfere with the individual’s proper and safe work performance.
- 1.3 The Publisher shall be responsible for all costs incurred for testing done at its request.

- 1.4 The Publisher shall provide training of no less than two (2) hours duration for its supervisors in problems of substance abuse and in recognizing impairment and conditions indicating potential substance abuse, and interpretation of this program.

ARTICLE 2 CONDITIONS FOR TESTING

- 2.1 Probable suspicion shall mean suspicion based upon specific personal observations that a Publisher representative can describe concerning the appearance, behavior, speech, or breath odor of the employee. Probable suspicion shall be documented at or near the time of observation. Normally, observation shall be by two (2) supervisors trained in the detection of probable drug/alcohol use. If observation by two (2) supervisors is not feasible, observation shall be by two (2) individuals, one of whom is a supervisor trained in the detection of probable drug/alcohol use by observing behavior. Being involved in a job related or vehicular accident during work hours may be considered, along with the circumstances of the accident, adequate to establish probable suspicion. Job or vehicular accidents and/or safety violations cited by State, County or City enforcement agencies need not require observation of behavior by anyone. However, a supervisor shall complete a "Reason For Testing" form prior to concluding that probable suspicion exists. Probable suspicion shall subject the affected employee to testing as provided for within this ADDENDUM.
- 2.2 An employee consenting to the testing shall be required to provide urine and breath samples on-site or shall be transported to the specimen collection/test site at the cost of the Publisher. After the specimen is collected, and unless an immediate negative result is determined, the employee shall be transported to his residence.
- 2.3 In the event the test results are negative, the employee shall be immediately reinstated to his previous position, with full back pay based upon his regular straight-time work schedule and no further action shall be taken regarding this substance abuse program.
- 2.4 In the event the test results are positive, the employee shall not be permitted to return to work until the employee has been evaluated by a Publisher-approved Employee Assistance Provider (EAP) or by an evaluator designated by the EAP. If the evaluation recommends treatment that prevents the employee from working, the employee shall be suspended without pay until the treatment no longer prevents the employee from working. Subsequent reinstatement shall be without loss of seniority. Any employee testing positive shall be permitted to return to work only if the employee signs the "Agreement For Continuation Of Employment," a copy of which is attached hereto for reference. The provisions of this Section shall also apply to employees who test positive on a periodic Department Of Transportation (DOT) examination conducted pursuant to 49 Code Of Federal Regulations, Part 391.41. The rehabilitation provisions of this ADDENDUM shall only apply to an employee on one (1) occasion. Positive drug/alcohol test results thereafter may result in immediate termination.
- 2.5 Under no circumstance shall the Publisher or the Union be provided any information beyond the identification of a negative or positive outcome of any testing conducted, unless a grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody shall be provided to both the Union and the Publisher.

ARTICLE 3 CONSENT AND TRANSPORTATION PROCEDURES

- 3.1 The Publisher shall inform the employee that he has been observed in accordance with the procedures set forth within Article 2, Section 2.1 of this ADDENDUM and he appears to meet standards of probable suspicion and will be required to submit to a drug/alcohol test or that

circumstances related to a job or vehicular accident in which he was involved requires that he submit to a drug/alcohol test.

3.2 The Publisher shall give the employee a copy of the initial Reason for Testing Form prepared pursuant to Article 2, Section 2.1 of this ADDENDUM. The Publisher shall explain that because there exists probable suspicion of the type of incident cited in Section 2.1, it will be necessary to verify the employee's physical capability at that point in time.

3.3 In each and every case, the Publisher shall read the "Consent Form" to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes shall be made on the "Consent Form." When applicable, both of the observing witnesses shall complete the "Reason For Testing" form. The Union representative shall not be required to complete the form. In completing the "Reason For Testing" form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led them to their decision to require an examination/test. The witnesses shall state what they actually observed, but refrain from making statements about possible cause of the behavior or making judgmental conclusions. If the employee refuses promptly to take the examination/test or sign a "Consent Form," the Publisher shall:

Make it clear to the employee that the request to sign the form and take the examination/test is a direct order.

Ask the employee if he understands the order. If the employee responds that he does not understand the order, the supervisor shall explain the order again.

Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.

Issue a second direct order to sign the form and take the examination/test.

If the employee refuses, inform the employee that he will be terminated.

3.4 The Publisher shall arrange for on-site collection or if not available, for transportation and may accompany the employee to the specimen collection/test site. The Publisher representative shall use his best efforts to notify the Union that the employee is being required to provide urine and breath samples, and shall conduct or transport the employee to the specimen collection/test site. If the employee requests the presence of a Union representative at the time of the testing or at the time of the request of testing, testing shall be delayed for no more than one hour in order to permit a Union representative to reach the location. A photo identification may be required to assure identity of the tested employee. If no photo identification is available, a supervisor of the Publisher will identify the employee. At the conclusion of the specimen collection the Publisher shall transport the employee in accordance with the procedures set forth within Article 2, Section 2.2 of this ADDENDUM.

ARTICLE 4 TESTING PROCEDURAL SAFEGUARDS

4.1 The Publisher shall select a laboratory approved by the National Institute On Drug Abuse (NIDA). Testing shall follow the NIDA mandated drug testing control and custody procedures for testing and chain of custody. The Publisher and the laboratory shall provide quality control procedures and shall assure the maximum in privacy and confidentiality.

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

ARTICLE 5 HOLD HARMLESS

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

ARTICLE 6 BIENNIAL PHYSICAL

- 6.1 Drug/alcohol testing required as a part of the biennial DOT physical shall be scheduled with no less than seven (7) and no more than thirty (30) days notice of the date of their physical. The continued employment of persons testing positive for drugs on the DOT physical shall be conditioned on their execution of, and compliance with the “Agreement For Continuation Of Employment,” a copy of which is attached hereto for reference.

ARTICLE 7 ANNUAL REVIEW

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

ARTICLE 8 PROHIBITED SUBSTANCES

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

Amphetamine	Benzodiazepine	Lysergic Acid Diethylamide
Barbiturate	Methadone	Monoacetyl Morphine
Cocaine	Phencyclidine	Methaqualone
Opiates	Propoxyphene	

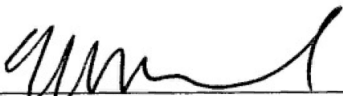
For alcohol, the prevailing U.S. Department of Transportation (DOT) standard shall apply (.04 percent Blood alcohol as of 2016) as measured by breath, urine, or blood test.

For marijuana or cannabinoids, the prevailing NIDA standard shall apply for urine tests. Provided, that should an alternative urine test standard be implemented in the state of Washington for determining DUI, that standard shall apply. Further, should an alternative test method using blood, breath or any other means of sampling be recognized by the state of Washington as a method for determining DUI, and should such a test method become generally available through a reputable vendor, the Publisher and the Guild will meet to consider the adoption of that test method and its associated state-recognized standard as the standard for a positive test.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

AGREEMENT FOR CONTINUATION OF EMPLOYMENT FORM

THIS AGREEMENT is entered into by and between the SEATTLE TIMES COMPANY, hereinafter referred to as the Publisher, and PACIFIC NORTHWEST NEWSPAPER GUILD, LOCAL 37082, hereinafter referred to as the Union, and (name of employee) , hereinafter referred to as the Employee. The Publisher is committed to providing channels of assistance for Employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his efforts to remain drug and alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and alcohol use, it is understood that the Employee's continuation of employment by the Publisher is based upon and constrained by the following terms:

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

release results of all testing to the Publisher.

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

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

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

Dated this _____ day of _____, _____.

SEATTLE TIMES COMPANY

EMPLOYEE

By _____

By _____

DRUG/ALCOHOL SCREEN PERFORMANCE CONSENT FORM

Employee Name: _____

Date: _____

Name of Publisher Representative
Requesting Exam: _____

Name of Publisher Representative
Accompanying Employee: _____

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

Authorization to Release Information - I authorize the hospital/laboratory to release the results only to the Publisher's designated representative. I authorize the Publisher's designated representative to release a statement that the test result is positive or negative to only the Publisher, attention: _____ (Insert name). I understand that a positive test result on these tests may be grounds for termination, subject to the terms of the Publisher's Substance Abuse Policy.

Employee's Name (signature)

Date

Publisher Representative (signature)

Date

Publisher Representative (print name)

REASONS FOR TESTING REPORT FORM

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

Speech: _____

Dexterity:
Standing/
Walking _____

Judgment/
Decision Making _____

Appearance
(Eyes, Clothing
etc.) _____

Non-Observed
Incident _____

Supervisor: _____

Witness: _____

ADDENDUM 11
A G R E E M E N T
between
THE SEATTLE TIMES COMPANY
and
PACIFIC NORTHWEST GUILD LOCAL #37082

THIS AGREEMENT is made and entered into by and between the Seattle Times Company, hereinafter referred to as the Publisher, and Pacific Northwest Guild Local #37082, hereinafter referred to as the Union.

WITNESSETH: Both parties to this Agreement mutually agree that their object is for the good and welfare of the Publisher and employee alike and the promotion of customer satisfaction.

The Seattle Times has made use of individual contract agreements with Times subsidiary enterprises, and will continue to recognize the separate and distinct nature of such enterprises, including those covered by this Agreement.

However, in an effort to maximize customer satisfaction and to fully and efficiently use resources, the parties have agreed it is our collective best interest for Times sales personnel to sell Times, P.I., or Times subsidiary products.

1. Scope: The products covered by an Agreement between the Guild and the Seattle Times Company are: Seattle Times Publications, Inc. (*mirror*), Issaquah Press, Inc. The Times may add or delete products to the list as new ones are developed and implemented.
2. Either managers at The Seattle Times or the subsidiary companies or both will supervise and manage specific sales and production processes. In some cases, the point of initiation may be the subsidiary, while at other times it may be The Seattle Times. All projects/products will be sold jointly with Seattle Times products. Seattle Times sales staff will receive whatever benefit the sales activity is intended to produce, such as call count or revenue, while representing products developed by Times subsidiaries.

Both parties agree that it is mutually beneficial to establish a joint oversight advisory committee to review execution of this agreement and make any changes that may be necessary from time to time.

3. The Union recognizes the unaffiliated status of the subsidiaries named herein and assures the Publisher the Union will not attempt to represent such employees through accretion or unit clarification procedures as provided by the NLRB or the grievance procedure provided in the respective collective bargaining agreement with the Publisher.

The Seattle Times Company recognizes the National Labor Relations Act, Section 7, rights of all employees, including those in units unaffiliated with the Pacific Northwest Newspaper Guild, Local #37082.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 12

New Media Agreement between The Seattle Times and the PNNG Local #37082

The Seattle Times and The Pacific Northwest Newspaper Guild, Local 37082 (referred hereafter as “The Guild”) recognize there is significant change occurring in the methods and technologies utilized to create and format news content for readers and subscribers. Both Parties agree it is imperative The Times and its employees remain competitive in terms of both creative content and contemporary skills.

The Times and The Guild further recognize the time required to create content following a decision to do so is limited due to the competitive nature of other organizations producing products created to attract traditional newspaper readers.

The Seattle Times, through its subsidiary businesses and through other non-Guild departments has several options to develop new products of new or existing content. However, The Times and the Guild agree there are many occasions when the development of such content should occur within departments represented by The Guild in the belief both parties shall benefit from the experience of such content and product development.

Both The Times and The Guild agree there is a need to develop a significant degree of flexibility in order to create changed content/products quickly and efficiently, utilizing skills, teams, concepts and participants who have not historically worked together.

In order to resolve these issues, and address historical and traditional concerns, the Parties agree to the following non-traditional agreement.

AGREEMENT:

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to develop new content and transition existing content to new products with the participation of employees represented by The Guild and cooperation of The Guild.

- A. Guild-represented employees working or hired into positions of the News department, whose primary work assignment is to produce, support, coordinate and manage content for the daily and Sunday print version of The Seattle Times newspaper or other printed products of the Publisher, may be assigned to work on products and projects as may take place in their usual departments, other departments or sub- departments not represented by The Guild or a Times Subsidiary company.
- B. Unaffiliated employees who work or who are hired into unaffiliated positions or in unaffiliated departments, partially Guild-represented departments or sub-departments of The Seattle Times or a Times Subsidiary Company whose primary assignment is to produce, support, coordinate and manage content for products and efforts other than the daily or Sunday print version of The Seattle Times newspaper or other printed products of the Publisher may be assigned to work on products or projects as may take place in their usual departments, other departments not represented by the Guild, a Times subsidiary company or a Guild Represented Department, provided that the total number of such employees eligible to regularly perform work required to produce the daily or Sunday print version of the Seattle Times Newspaper or other printed products of the Publisher shall not exceed ten (10) percent of the total number of Guild News

department staff; and provided further that not more than fifty (50) percent of the work performed by any such individual employee over any one-month period shall consist of work required to produce the daily or Sunday print version of the Seattle Times or other print products. In the event that the total number of unaffiliated employees whose primary assignment is to produce, support, and manage content for digital products exceeds the ten (10) percent ratio, such employees in excess of the ratio, who are not eligible to regularly perform work required to produce the daily or Sunday print version of the Seattle Times or other print products, may contribute content on an occasional and irregular basis to the daily or Sunday newspaper or another print product, provided such work does not exceed two (2) percent of the total column inches of news content over any one-month period.

- C. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee's home department or group to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.
- D. The Parties further agree the Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any unaffiliated employee(s) from a non-Guild home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. Work assigned or performed pursuant to this cross-jurisdictional Agreement is not intended to enhance or detract from any future accretion, unit clarification or contract grievance argument made by the Guild. Once this Agreement ends, nothing in it shall prevent the Guild from seeking accretion, unit clarification or redress through the contract grievance procedure. Furthermore, nothing in this Agreement is intended to alter the historical practice of the parties with regard to unit work performed by unaffiliated employees in supervisory or executive positions. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the assignment of new work between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of each Party to the Agreement and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. In the event The Times decides to create a separate group of employees within a Guild represented department dedicated to creating new applications of new or existing content, The Times and The Guild agree the wages for such employees are not a part of the Collective Bargaining Agreement as the job classifications are based on traditional skills and sources of revenue.
- H. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.

Term: This Agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement and shall be renewed and continue in effect for the term of any successor Collective Bargaining Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 13

MEMORANDUM OF UNDERSTANDING REGARDING JOB SHARING

This Memorandum of Understanding is an agreement between The Seattle Times and The Newspaper Guild/CWA, Local 37082, as to the establishment, maintenance and application of certain guidelines and procedures affecting Job Sharing.

The parties hereto agree that the intent of the provisions delineated below is to establish said guidelines and procedures without modifying, diminishing or expanding the provisions of the current collective bargaining agreement, unless such modifications are explicitly and clearly provided for herein.

Furthermore, it shall be understood that the creation of a Job Share will in no way disadvantage the Publisher by increasing its costs or otherwise.

1. DEFINITIONS

1.2 For the purpose of this agreement the following definitions apply:

1.2 Job Share: The approved voluntary apportionment of job related duties among two or more employees of duties normally performed by a lesser number of regular full-time employees.

1.3 Job Shared Position: A position normally filled as full-time, the duties of which are shared by more than one employee.

1.4 Job Share Team: A group of two or more full-time employees who are party to a common job- share agreement.

2. ELIGIBILITY

2.1 All bargaining unit members in areas approved to participate in a job sharing arrangement who meet the following minimum requirements shall be eligible to apply to participate in the job sharing program.

2.1.1 Have been employed by the Company for a period of six months or more unless hired to fill a vacated position in an existing Job Share;

2.1.2 Be currently employed as a non-probationary full-time or part-time employee or as a temporary employee unless hired to fill a vacated position in an existing Job Share;

2.1.3 Have been rated as performing at the "satisfactory" level or above, in the performance evaluation which immediately precedes the employee's application unless hired to fill a vacated position in an existing Job Share.

3. APPLICATIONS AND APPROVAL

3.1 Employees who desire to participate in the Job Share program shall submit a written application to their immediate supervisor.

3.2 The Job Share application shall contain at least the following:

3.2.1 The names, department and current assignment of each prospective team member;

- 3.2.2 The current work schedule of each prospective team member;
- 3.2.3 The proposed work schedule of each prospective team member.
- 3.3 The application shall be signed by each prospective team member.
- 3.4 The parties agree that approval of Job Share requests will be at the discretion of the Department Head in which the Job Share proposal will function.

4. SCHEDULING

- 4.1 The parties recognize that flexibility in the scheduling of employees is necessary and desirable. Supervisors and applicants are encouraged to adjust the schedules submitted by the applicant, where necessary, to reach the most desirable and productive schedule.
- 4.2 Upon agreement between the prospective team members and the supervisor, said schedule shall become the participants' regular work schedule.
- 4.3 Employees may be occasionally requested to temporarily deviate from the regular work schedule in order to cover or complete an assignment and/or cover for a co-team member who is unavailable. When such deviation is necessary, the employee shall be informed of the nature and expected length of the deviation.
- 4.4 In cases where there is a business need, and at the company's discretion, Job Share participants who equally split a forty- (40-) hour work week may be scheduled to work up to a maximum of twenty-four (24) hours per work week. Assignment to such a schedule does not change a Job Share participant's eligibility for benefits as detailed elsewhere in this agreement.

5. OVERTIME/COMP TIME

- 5.1 Job Sharing participants shall receive overtime/comp time for all hours worked by each individual participant in excess of those stipulated in CBA Article 14, as applicable.

6. BENEFITS (Except as stated within this section, Job Share participants are subject to the same eligibility requirements, administrative procedures, and coverage provisions as are otherwise applicable. All diversions will apply to Job Share Participants as they would to any other Guild employee.)

- 6.1 Team members shall determine which individuals within the team will receive the benefits package(s) allotted to the positions filled by the team.
- 6.2 The members of the Job Share team will share, pro rata, the costs of any additional benefit in excess of those allotted to the positions filled if needed to fully cover all members of the team.
- 6.3 Where the benefit is individually based and elective, team members may exercise their option to decide not to take the benefit.
- 6.4 Medical, Dental, Vision, EAP:

- 6.4.1 Implementation of the Job Share agreement by itself does not present a special or open enrollment opportunity other than the allocation of available company paid benefits packages between the participants at the implementation of the Job Share. Allocation of benefits between eligible Job Share participants may be altered only during the normal open enrollment periods provided by the applicable plan(s).
- 6.4.2 The Seattle Times will only contribute toward the least expensive benefits package(s) allotted to the position(s) shared by the Job Share participants. The Job Share participants will state in the Job Share proposal how they intend to share in the cost of the remaining benefits. When premium rates increase, the cost share for each participant will increase accordingly, in the proportion originally established for each participant in the Job Share proposal unless amended by the participants during the Open Enrollment process. Monthly payments will be made via payroll deduction, on a post-tax basis.
- 6.5 Long Term Disability Benefits (LTD)
 - 6.5.1 The Job Share agreement will allocate eligibility for LTD benefits to the participants in the Job Share proposal based on the number of benefits packages allotted to the positions shared by the Job Share participants. The individual(s) will retain the LTD benefits for the duration of the Job Share agreement, and may not transfer the benefit to the other individual(s).

7. PAID TIME OFF

- 7.1 Job Share team members shall receive paid leave on a pro rata basis, based upon hours worked, provided such coverage is for those days the Job Sharer would have been scheduled. Unpaid leave shall be granted in accordance with the appropriate provision of the CBA.
- 7.2 Job Share participants who do not work a recognized holiday shall receive pro-rata holiday pay based on their average hours per week, calculated semi-annually on all hours paid (except paid vacation hours).

8. JOB SHARE TERMINATION

- 8.1 The Job Share agreement is a voluntary arrangement by the employees and the Company to promote higher employee morale and increased productivity and to decrease employee turnover and absenteeism.
 - 8.1.1 An employee hired or promoted to fill a Job Share participant's former, full-time position will be considered as a temporary employee for up to thirteen (13) months. Such temporary status may be extended upon the mutual agreement of the Union and the Company.
- 8.2 The Company may terminate the agreed upon Job Share program upon thirty (30) days' written notice.
 - 8.2.1 In the event of termination, Job Share team member(s) shall be returned to full-time status in the position(s) shared, or to the position in which they were employed prior to entering the Job Share program, subject to the rights and limitations of 8.1.1 or the Labor Agreement. Employees hired to fill a vacated Job Share position shall have no such rights.

- 8.2.2 Job Share team member(s) for which there are no comparable full-time positions available will be assigned to the next available comparable position (classification and pay level) and will not lose seniority if such assignment occurs within twelve (12) months.
- 8.2.3 In the event there is only one job available, the Job Share Team member with the greatest seniority shall have access to the position provided the employee has the skills and experience necessary to perform the job.
- 8.3 A Job Share team member may withdraw from the program upon one hundred and twenty (120) days' written notice to the Company and remaining team members.
 - 8.3.1 During the notice period the remaining team members may seek replacement. The replacement employee and the resulting Job Share team make-up must meet the approval by the Company.
 - 8.3.2 If at the end of the notice period no replacement acceptable to the Publisher has been found, the Job Share program shall be terminated in accordance with 8.2.1, 8.2.2, and 8.2.3 above.

9. ADMINISTRATIVE CONDITIONS

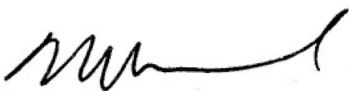
- 9.1 All applicants for a Job Share program will be provided a copy of this agreement at the time of application.
- 9.2 The Company agrees to provide the Union with a copy of all Job Share applications (and modifications thereto) at least ten (10) calendar days prior to the approval of said application. In no case shall a Job Share become operative before the requisite notice has been provided. During the ten-day notice period the Guild may object to the proposal.

10. TERM AND REOPENER

- 10.1 This Agreement shall be effective during the term of the Labor Agreement. In addition, either party may give notice to reopen and modify this Memorandum of Understanding, not more than once annually upon the anniversary of the labor agreement, by giving at least thirty (30) days' notice to the other.
- 10.2 The above agreement is supplemental to the Labor Agreement and is solely intended to provide minimum standards for considering and administering Job Share programs. To the extent this agreement is in conflict with the Labor Agreement, in matters relating to job sharing where this agreement provides a clear and explicit waiver or modification, this agreement shall prevail.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 14

Sales & Marketing Ad Design Cross-Jurisdictional Agreement between The Seattle Times and the PNNG Local #37082

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

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

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

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

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

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by The Guild and cooperation of The Guild.

- A. Guild-represented employees working or hired into the print ad design sub-department of the Sales & Marketing department may be assigned to work on products and projects as may take place in their usual sub-department or in the digital ad design sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into the digital ad design sub-department of the Sales & Marketing department may be assigned to work on products or projects as may take place in their usual departments or the print ad design sub-department of the Sales & Marketing department including work that has traditionally been considered to be in the jurisdiction of the Guild bargaining unit, subject to the limitations contained in paragraph G below.
- C. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee’s home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.

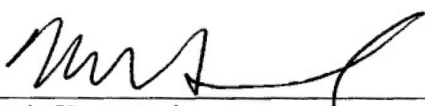
- D. The Parties further agree The Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any employee(s) from a non-Guild home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the distribution of specific work assignments between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from The Guild and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement. This sub-committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. Effective the date of this agreement, it is intended that future work assignments will keep the size relationship between the Guild-represented and unaffiliated employees covered by this agreement relatively consistent with the ratio of employees in each unit at the time the 2013-2016 bargaining agreement was negotiated. For purposes of this agreement, “relatively consistent” shall mean that there shall not be an increase of more than 15% or, at minimum, one person. Should there be a greater disparity from the current size relationship than 15% or one person, either party may call a meeting of the Joint Operating Committee outlined in paragraph F to discuss the reason for the disparity and how it can be resolved taking into consideration skills necessary to meet customer needs. Disparities lasting less than six months shall not be considered a violation of this agreement. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.
- H. It is expected that this agreement will result in Guild employees performing an increasing amount of online-related work. The Seattle Times will provide the appropriate and necessary training that gives Guild employees the opportunity to develop skills in the area of online design.

Term: This agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



 Martin Hammond



 Brad Sherman

ADDENDUM 15

Sales & Marketing Ad Operations Cross-Jurisdictional Agreement between The Seattle Times and the PNNG Local #37082

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

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

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

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

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

AGREEMENT:

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by The Guild and cooperation of The Guild.

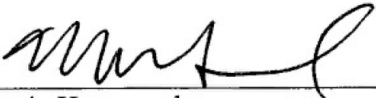
- A. Guild-represented employees working or hired into the print sales support sub-department of the Sales & Marketing department may be assigned to work on products and projects as may take place in their usual sub-department or in the digital sales support sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into the digital sales support sub-department of the Sales & Marketing department may be assigned to work on products or projects as may take place in their usual departments or the print sales support sub-department of the Sales & Marketing department including work that has traditionally been considered to be in the jurisdiction of the Guild bargaining unit, subject to the limitations contained in paragraph G below.
- C. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee’s home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.

- D. The Parties further agree The Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any employee(s) from a non-Guild home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the distribution of specific work assignments between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from The Guild and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement. This sub-committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. Effective the date of this agreement, it is intended that future work assignments will keep the size relationship between the Guild-represented and unaffiliated employees covered by this agreement relatively consistent with the ratio of employees in each unit at the time the 2013-2016 bargaining agreement was negotiated. For purposes of this agreement, “relatively consistent” shall mean that there shall not be an increase of more than 15% or, at minimum, one person. Should there be a greater disparity from the current size relationship than 15% or one person, either party may call a meeting of the Joint Operating Committee outlined in paragraph F to discuss the reason for the disparity and how it can be resolved taking into consideration skills necessary to meet customer needs. Disparities lasting less than six months shall not be considered a violation of this agreement. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.
- H. It is expected that this agreement will result in Guild employees performing an increasing amount of online-related work. The Seattle Times will provide the appropriate and necessary training that gives Guild employees the opportunity to develop skills in the area of online sales support.

Term: This agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement and shall be renewed and continue in effect for the term of any successor Collective Bargaining Agreement.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



 Martin Hammond



 Brad Sherman

ADDENDUM 16

Sales & Marketing Ad Publications Cross-Jurisdictional Agreement between The Seattle Times and the PNNG Local #37082

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

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

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

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

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

AGREEMENT:

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by The Guild and cooperation of The Guild.

- A. Guild-represented employees working or hired into the print ad publications sub-department of the Sales & Marketing department may be assigned to work on products and projects as may take place in their usual sub-department or in the digital ad publications sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into the digital ad publications sub-department of the Sales & Marketing department may be assigned to work on products or projects as may take place in their usual departments or the print ad publications sub-department of the Sales & Marketing department including work that has traditionally been considered to be in the jurisdiction of the Guild bargaining unit, provided that not more than 10 (ten) percent of the work required to produce print ad publications in any consecutive two-month period shall be performed by such employees, subject to the limitations contained in paragraph G below.
- C. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee’s home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.

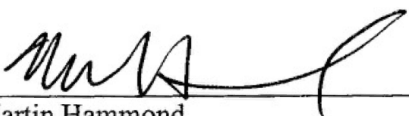
- D. The Parties further agree The Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any employee(s) from a non-Guild home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the specific distribution of work assignments between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from The Guild and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement. This sub-committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.

Term: This agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement and shall be renewed and continue in effect for the term of any successor Collective Bargaining Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



 Martin Hammond



 Brad Sherman

ADDENDUM 17

Sales & Marketing Ad Sales Cross-Jurisdictional Agreement between The Seattle Times and the PNNG Local #37082

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

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

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

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

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

AGREEMENT:

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by The Guild and cooperation of The Guild.

- A. Guild-represented employees working or hired into positions of the Sales & Marketing department whose primary assignment is the sale or sales support of advertising for the daily or Sunday Seattle Times Newspaper or any other print product of the Publisher may be assigned to work on products and projects as may take place in their usual sub-department or in the digital sales sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into positions of the Sales & Marketing department whose primary assignment is the sale or sales support of advertising for products other than the daily or Sunday Seattle Times Newspaper or any other print product of the Publisher may be assigned to work on products or projects as may take place in their usual departments, sub-departments or the print sales sub- department of the Sales & Marketing department, including work that has traditionally been considered to be in the jurisdiction of the Guild bargaining unit, provided that not more than 10 (ten) percent of the print ad volume, as

measured in the dollar value of the ads, in the daily or Sunday print version of the Seattle Times newspaper in any consecutive two-month period shall be sold by such employees; and provided further that such sales shall be initiated exclusively on new or inactive print accounts as defined by Seattle Times policy. While such accounts may subsequently be retained and managed by the unaffiliated digital representative, no active print account shall be transferred from any Guild sales representative to any unaffiliated sales representative except on the basis of exceptional and demonstrable business needs. In no case shall such transfers exceed sixty (60) in any calendar year. Sales volume from any account transferred under this clause will continue to be credited toward the original sales representative's revenue totals for 90 days following a transfer, provided that such transfer was not made necessary by the representative's mishandling of the account, as determined by management. In addition, the original sales representative's goals will be reduced by an amount equal to the forecast value of each transferred account for the remainder of the calendar year.

- C. It is understood and agreed between the parties that there are other unaffiliated positions that are not represented by the Guild in the Sales & Marketing department and not explicitly addressed in Article B above or covered by other cross-jurisdictional agreements between the parties. As of May 1, 2013, those positions include, but are not limited to, Website Producer(s), User Experience Designer(s), Online Ad Ops Trafficker(s), and Digital Marketing Specialist(s). These positions, and any others created during the term of this agreement, whose primary assignment is not related to the marketing of the daily or Sunday Seattle Times newspaper or any other print product of the Publisher or the sale or sales support of advertising for the daily or Sunday Seattle Times Newspaper or any other print product of the Publisher, shall be excluded from the bargaining unit.
- D. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee's home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.
- E. The Parties further agree The Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any unaffiliated employee(s) in the Sales & Marketing department through accretion, unit clarification procedures or contract grievance procedures. Work assigned or performed pursuant to this cross-jurisdictional agreement is not intended to enhance or detract from any future accretion, unit clarification or contract grievance argument made by the Guild. Once this agreement ends, nothing in it shall prevent the Guild from seeking accretion, unit clarification or redress through the contract grievance procedure. Furthermore, nothing in this agreement is intended to alter the historical practice of the parties with regard to unit work performed by unaffiliated employees in supervisory or executive positions. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments and positions involved with new products and projects within the scope of the Agreement.
- F. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the distribution of work assignments of new work between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.

- G. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from The Guild and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.

- H. To support this agreement and facilitate the successful sale of online and print products, The Times will provide appropriate training to Guild-represented sales staff, to include the following subjects: product features, benefits and rates for online/print products; market research and competitive trends in online marketplace; competitive information sourcing; presentation and online demonstration skills development; basic understanding of print and online ad production processes and infrastructure; online/print workflow; online metrics and customer results; and utilization of relationship management systems, tools and resources. The Times may develop additional or revised training as needs arise and market opportunities change.

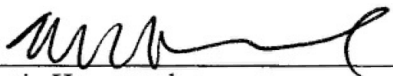
- I. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.


Term: This agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082





ADDENDUM 18

Sales & Marketing Creative Services Cross-Jurisdictional Agreement between The Seattle Times and the PNNG Local #37082

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

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

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

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

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

The Seattle Times and The Pacific Northwest Newspaper Guild agree it is a mutual priority for the employer to focus on our advertisers’ need to have a streamlined interface with The Seattle Times and to work efficiently to support new products with the participation of employees represented by The Guild and cooperation of The Guild.

- A. Guild-represented employees working or hired into the creative services sub-department of the Sales & Marketing department may be assigned to work on products and projects as may take place in their usual sub-department or in the digital creative services sub-department of the Sales & Marketing department.
- B. Unaffiliated employees working or hired into the digital creative services sub-department of the Sales & Marketing department may be assigned to work on products or projects as may take place in their usual departments or the print creative services sub-department of the Sales & Marketing department including work that has traditionally been considered to be in the jurisdiction of the Guild bargaining unit, subject to the limitations contained in paragraph G below.
- C. The Seattle Times and The Guild agree the compensation, benefits, terms and conditions of each employee’s home department or sub-department to which they were assigned prior to being involved with a new project or product shall govern regardless of assignment or placement.

- D. The Parties further agree The Guild will not use this Agreement, work assignments, or products resulting from this Agreement as a means to attempt to represent or claim jurisdiction over any employee(s) from a non-Guild home department or sub-department through accretion, unit clarification procedures or contract grievance procedures. The Seattle Times recognizes the National Labor Relations Act, Section 7, rights of employees, including those in unaffiliated departments involved with new products and projects within the scope of the Agreement.
- E. The Parties agree the grievance procedure is not the appropriate process to raise issues concerning the distribution of specific work assignments between Guild and non-Guild departments. The grievance process shall be limited to enforcing the contract and the terms of this agreement on behalf of employees represented by The Pacific Northwest Newspaper Guild assigned to new projects, content and products.
- F. There shall be a Joint Operating Committee that will address problems arising from this Agreement. The Committee shall be composed of three (3) representatives of The Seattle Times and three (3) representatives from The Guild and selected in such manner as each Party determines. This Committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement. This sub-committee shall have the authority to make changes to this Agreement during its term, subject to the approval of the parties to the Agreement.
- G. Effective the date of this agreement, it is intended that future work assignments will keep the size relationship between the Guild-represented and unaffiliated employees covered by this agreement relatively consistent with the ratio of employees in each unit at the time the 2013-2016 bargaining agreement was negotiated. For purposes of this agreement, “relatively consistent” shall mean that there shall not be an increase of more than 15% or, at minimum, one person. Should there be a greater disparity from the current size relationship than 15% or one person, either party may call a meeting of the Joint Operating Committee outlined in paragraph F to discuss the reason for the disparity and how it can be resolved taking into consideration skills necessary to meet customer needs. Disparities lasting less than six months shall not be considered a violation of this agreement. Finally, no employee at The Seattle Times under the Collective Bargaining Agreement with The Guild shall suffer loss of employment, benefits or working conditions solely as a result of this Agreement.
- H. It is expected that this agreement will result in Guild employees performing an increasing amount of online-related work. The Seattle Times will provide the appropriate and necessary training that gives Guild employees the opportunity to develop skills in the area of online design.

Term: This agreement shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement and shall be renewed and continue in effect for the term of any successor Collective Bargaining Agreement.


Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



 Martin Hammond



 Brad Sherman

ADDENDUM 19
Memorandum of Understanding regarding Diversity and Inclusion
between
The Seattle Times
and
the PNNG Local #37082

The Guild and the Publisher recognize that the newsroom should reflect the diversity of our region and the communities we serve. Having a diverse staff is an important step toward richer, more inclusive and better journalism. People from all walks of life must see themselves in our content and be able to relate to it. It is essential to achieving our journalistic mission. We recognize that diversity is measured in many different ways — including race, gender, sexual orientation, gender identity, age, religion, disability, socio-economic and geographic background — and we are committed to reflecting those different perspectives on our staff.

As such, the Publisher shall make good-faith efforts in its hiring practices to facilitate diversity as defined above, particularly in its newsroom, but also in the broader bargaining unit, to facilitate representation by traditionally under-represented populations in the interest of better reflecting the community we serve.

The Publisher has already initiated the following:

- The Publisher created a Newsroom Diversity and Inclusion Task Force in May 2017 to evaluate staff diversity, to build a diverse candidate pool and to create resources to help make Seattle Times reporting more inclusive. The Publisher recognizes the Diversity and Inclusion Task Force as a guiding voice on diversity in the newsroom and in Seattle Times coverage. The Publisher has continued to support its work in various ways. Guild members are encouraged to participate in and contribute to these efforts. The Publisher will continue to support an appropriate amount of time and personnel dedicated to these tasks, as managers deem necessary.
- The Publisher created a company-wide Diversity and Inclusion Committee in May 2018 to broadly evaluate the state of diversity and inclusion efforts across the Company; to serve as a cross-departmental advisory team to the Company on issues and topics related to diversity and inclusion; and to create resources to help make the Company become more inclusive. The Publisher recognizes the Corporate Diversity and Inclusion Committee as a guiding voice on Company focused diversity and inclusion efforts not related to Seattle Times coverage. The Publisher has continued to support its work in various ways. Guild members are encouraged to participate in and contribute to these efforts. The Publisher will continue to support an appropriate amount of time and personnel dedicated to these tasks, as managers deem necessary.
- The Publisher participates in the annual Newsroom Diversity Survey administered by the American Society of News Editors (ASNE). For as long as the survey exists in its current form, The Publisher plans to participate and will share the survey findings with the Diversity and Inclusion Task Force as well as the Guild.
- The Publisher maintains a passive candidate pool to help track potential job candidates. Guild members are encouraged to contribute to this passive candidate pool. The Publisher will also consider qualified applicants referred by the Guild. Directions on how to submit candidates will be communicated to the Guild in order to enable this.
- The Publisher recognizes that employee referrals are often the most effective way to find quality job applicants. As such, Guild members are encouraged to help circulate job openings. All external

openings will be posted on a Seattle Times career site. The address of that site will be provided to the Guild.

- The Publisher recognizes the efforts made by the Diversity and Inclusion Task Force to create the Guidelines for Inclusive Journalism in order to improve the quality of Seattle Times reporting. Guild members are encouraged to be familiar with these guidelines and to incorporate them into their daily work. The Publisher will provide the Guild with a copy of these guidelines.

The Guild and the Publisher are committed to diversity and inclusion. In the interest of furthering their efforts in this regard,

- A Labor-Management Committee, initially comprising three representatives each from labor and management, will meet up to twice per year to discuss inclusion, recruitment, retention and diversity affecting the newsroom and the bargaining unit. At these meetings, the Publisher will provide updated information regarding the diversity of the bargaining unit and other information which it believes may facilitate a better understanding of its efforts and constructive dialogue such as attendance by Publisher representatives at recruitment events, the presence of the Publisher at conventions, conferences or seminars, links to online job postings caused by the Publisher, outreach by the Publisher with people or institutions that assisted in recruitment and dissemination of information about job postings, and other recruitment efforts. The information shall include data on how effective these efforts have been, including race and gender data, when available, of applicants and interviewed candidates. For the purposes of this addendum, an interview is defined as contact that is beyond the initial application process, such as by phone or video conference. The goal of these meetings is to collaboratively develop approaches and actionable steps for addressing diversity and inclusion initiatives.
- The Labor-Management Committee shall have no collective bargaining authority and shall not alter or modify any provisions of the collective bargaining agreement.
- The committee will meet with and make recommendations to management up to twice per year upon request from the Guild.
- The Employer agrees to compensate up to three (3) bargaining unit members for two (2) hours at the straight-time rate twice per year to attend Labor-Management Committee meetings.
- The Guild will recognize the mutual goal of diversity and inclusion in its decisions regarding collective bargaining.
- The recommendations made by the Committee and its discussions will not be subject to the grievance and arbitration provisions of Article 20. As provided above, information will be shared at the Committee meetings, and therefore, the Guild agrees that this process replaces any statutory right it has to request information from the Publisher about the issues discussed by the Committee during the term of this Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond



Brad Sherman

ADDENDUM 20

MEMORANDUM OF UNDERSTANDING between THE SEATTLE TIMES and THE PACIFIC NORTHWEST NEWSPAPER GUILD, LOCAL #37082

RE: GRANT-FUNDED NEWS POSITIONS

This Memorandum of Understanding (MOU) is made between The Seattle Times Co. (“Publisher”) and the Pacific Northwest Newspaper Guild, Local 37082 of the Communications Workers of America (“Guild”) to provide for the hiring of staff into Guild-affiliated positions in the News department for periods of limited duration expressly funded by dedicated third-party grants. The source of such grants is expected to be non-profit organizations providing dedicated funds for the coverage of specialized topics, such as health care or education.

The parties hereto agree that the intent of the limited terms delineated below is to establish said terms without modifying, diminishing or expanding any other provisions of the current collective bargaining agreement, unless such modifications are explicitly and clearly provided for herein.

1. For purposes of this agreement, a grant-funded position shall be defined as a new hire generated by award to the Publisher of a specific, dedicated grant, which is to remain in place for a stated period of time as defined in the grant, not to exceed twenty-four (24) months duration, except by prior mutual agreement between the Publisher and the Guild.
2. Such a hire may constitute a new position expressly dedicated to fulfilling the terms of the grant (such as a new reporter position dedicated to coverage of health care issues) or, in the event an existing employee is assigned to fulfill the terms of the grant, may constitute a new hire in the same classification to replace that employee for the duration of the grant.
3. Such hires shall not be considered temporary employees, but shall be considered regular employees as defined by the Guild collective bargaining agreement, subject to all terms and entitled to all benefits contained therein, except that an individual hired into a grant-funded position shall possess no seniority rights and his or her termination for performance reasons (as opposed to misconduct) shall not be subject to the grievance and arbitration provisions of the CBA.
4. If, at any point during the specified period of grant-funded employment, the Publisher shall desire to retain the employee for an additional period of such employment, due to renewal of the original grant or award of a new grant, the new period of employment shall be subject to prior mutual agreement between the Publisher and the Guild.
5. If, at the end of the specified period of grand-funded employment, an employee is retained by the Publisher in a regularly funded position, the employee’s original hire date into a grant-funded position shall become his or her regular company hire date for seniority and all other purposes.
6. In the event the Publisher determines to reduce the force for economic reasons, no employee possessing regular seniority rights shall be laid off while an employee hired under this

agreement to temporarily replace an existing employee remains employed in the same classification. However, an employee hired under this agreement expressly to fulfill the terms of a grant may be preferentially retained for the remaining duration of the grant.

The terms of this MOU, which are enforceable under the Guild's contractual grievance and arbitration procedures, shall be in effect from April 1, 2019 through March 31, 2023 concurrent with the Collective Bargaining Agreement.

Agreed to this 14 day of January, 2020.

SEATTLE TIMES COMPANY

THE NEWSPAPER GUILD/CWA LOCAL 37082



Martin Hammond

Brad Sherman