

**Collective Bargaining Agreement**

**For THE DAILY NEWS**

**And**

**PACIFIC NORTHWEST NEWSPAPER GUILD  
COMMUNICATIONS WORKERS OF AMERICA**

**AFL-CIO LOCAL 37082**

**Effective January 1, 2010**

**through December 31, 2011**

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	<b>3</b>
<b>JURISDICTION AND WORK ASSIGNMENT</b> .....	<b>3</b>
<b>MANAGEMENT RIGHTS</b> .....	<b>4</b>
<b>GRIEVANCE &amp; ARBITRATION</b> .....	<b>5</b>
<b>EMPLOYMENT</b> .....	<b>7</b>
<b>WORKING SUPERVISOR</b> .....	<b>7</b>
<b>JOURNEY LEVEL</b> .....	<b>8</b>
<b>WORKING CONDITIONS</b> .....	<b>9</b>
<b>HOURS</b> .....	<b>10</b>
<b>JURY DUTY</b> .....	<b>12</b>
<b>VACATION</b> .....	<b>12</b>
<b>HOLIDAYS</b> .....	<b>14</b>
<b>SICK LEAVE</b> .....	<b>14</b>
<b>SEVERANCE PAY</b> .....	<b>15</b>
<b>HOSPITAL AND MEDICAL</b> .....	<b>15</b>
<b>PENSION</b> .....	<b>15</b>
<b>NO STRIKES - NO LOCKOUT</b> .....	<b>16</b>
<b>JOB GUARANTEE</b> .....	<b>17</b>
<b>NON-DISCRIMINATION</b> .....	<b>17</b>
<b>UNION WAIVER UNDER AMERICANS WITH DISABILITIES ACT</b> .....	<b>18</b>
<b>CONFLICT WITH LAWS</b> .....	<b>18</b>
<b>SCOPE OF AGREEMENT</b> .....	<b>19</b>
<b>JOB SECURITY LIST - PRIORITY DATE</b> .....	<b>20</b>
<b>APPENDIX A LEE ENTERPRISES, INC. STAFF PERFORMANCE REVIEW</b> .....	<b>21</b>

## AGREEMENT

This agreement, made and entered into this 20<sup>th</sup> day of January, 2010, by and between The Daily News (hereinafter sometimes referred to as the "Employer"), through its authorized representatives and the Pacific Northwest Newspaper Guild, Local 37082 of the Communications Workers of America (hereinafter sometimes referred to as the "Union"), by its officers or a committee authorized to act in its behalf; shall be effective beginning January 1, 2010, and ending December 31, 2011.

This agreement may be opened by either party, by notifying the other party in writing not less than sixty days prior to December 31, 2011. If no agreement is reached in respect to this matter within sixty days after this date, this agreement shall become null and void in its entirety upon notification by either party to that effect.

### ARTICLE 1

#### JURISDICTION AND WORK ASSIGNMENT

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

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

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

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

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

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

## ARTICLE 2

### MANAGEMENT RIGHTS

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

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

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

Section 4. The rights and prerogatives of Management, whether established by express provision (including, this Section 4) or by practice, shall be deemed to be part of the status quo that remains in effect after the expiration of this Agreement on December 31, 2011 and until a different Agreement is reached or other lawful change is permitted.

## ARTICLE 3

### GRIEVANCE & ARBITRATION

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

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

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

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

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

Step 2., Failing settlement under Step 1, the grievance shall be reduced to writing, signed by the complainant and presented to his or her Union representative and the Employer not later than thirty (30) calendar days after the grievance arose. Failure to comply with this provision shall preclude an alleged grievance from further being processed in accordance with this procedure.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4

### EMPLOYMENT

Section 1. Employees shall be classified as follows:

(a) Full-time employee: one who is regularly scheduled to work an average of thirty five (35) hours per week, or more, in any calendar year of 52 weeks, and works year-round.

(b) Temporary employee: one who comes in only on call, or one who fills in for vacations or is employed for a fill-time temporary assignment.

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

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

## ARTICLE 5

### WORKING SUPERVISOR

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

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

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

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

