

## CONTRACT

AN AGREEMENT, made effective May 29, 2019, between the Aeronautical Industrial District Lodge Number 751, International Association of Machinists, AFL-CIO, Publishers of the Aero Mechanic, hereinafter known as the Publisher, and Communications Workers of America/The Newspaper Guild, Local 37082, a local chartered by The Newspaper Guild, hereinafter known as The Guild, for itself and on behalf of all the employees of the Publisher who are employed in the communications department, excluding work performed by members of OPEIU Local 8. The parties further agree that proofing and other basic review of the Aero Mechanic are not covered by this Agreement.

WITNESSETH: In consideration of the covenants mutually hereinafter agreed to, it is agreed between the Publisher and the Guild as follows:

### **Article 1 - Recognition and Union Membership**

1. The Publisher shall require as a condition of employment of any employee that he/she be and remain a member of the Guild in good standing during the term of his/her employment. If any employee is not a Guild member at the start of his/her employment, (s)he shall become a member of the Guild no later than 30 days after becoming an employee.

1.1 Where duties ordinarily performed by members of the bargaining unit are assigned to a different or new classification or job title, the Guild will continue to be recognized as the exclusive bargaining representative for those duties and the classification or job title to which they are assigned.

1.2 The Publisher shall require as a condition of employment that employees covered by this agreement become and remain members of the Guild in good standing during the term of their employment. Any employees hired, appointed, transferred or assigned to a bargaining unit position shall join the Guild no later than 30 days after inclusion in the bargaining unit.

1.3 The Publisher shall furnish to the Guild in writing within five (5) workdays after their inclusion in the bargaining unit, the names, addresses and telephone numbers and date of inclusion of persons covered by this agreement.

1.4 The Publisher agrees to deduct from the paycheck of each employee who has authorized it, the regular initiation fee and monthly dues of the Guild. The amounts deducted shall be transmitted to the Guild monthly on behalf of the employees involved.

1.5 Failure by an employee to abide by the Guild membership provisions of this Article shall constitute cause for discharge and the Publisher shall discharge such employee promptly upon receipt of written notice of noncompliance from the Guild.

1.6 During the first 180 days of employment, an employee shall be on probation. His or her continued job tenure during such time shall be at the sole discretion of the Publisher. Purpose of probationary period is for the Publisher to render an objective evaluation of the individual's work

capabilities. Such actions shall not be pursued through the grievance procedure. The Publisher shall have the right to extend the probationary period for up to an additional six (6) months. The Publisher will notify the Guild at least one (1) week in advance if the probationary period is extended. Probationary employees may be terminated for any reason not prohibited by statute and there shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period. There shall be no seniority among probationary employees. The Guild shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, benefits, and other conditions of employment as set forth in this Agreement.

## **Article 2 - Salaries**

Minimum salary for the Senior Editor shall provide for a salary and per diem equal to the business representatives' compensation, and that the Senior Editor shall receive future salary increases equal to and at the same time as those received by the business representatives of District 751.

For additional employees covered by this agreement, the minimum salary shall be \$65,000 (plus per diem). Salary will depend on experience. Once hired, additional employees shall receive future salary increases equal to the percentage and at the same time as those received by the business representatives of District 751.

## **Article 3 - Hours**

In recognition of the nature of the professional employees' jobs, employees shall have some flexibility in setting their work schedules. In order to maintain efficiency in production of the Aero Mechanic and other publications of the Union and meet required deadlines, employees must first communicate hours of work to the District President. Variations in work schedule will not be unreasonably denied.

## **Article 4 - Holidays**

The holidays granted to each employee shall be those which are granted under the contract between the Aerospace Industrial District Lodge 751 and Boeing.

## **Article 5 - Vacations**

As a minimum, employees shall be entitled to vacation as provided in the District 751 Bylaws in effect on the date this Agreement was entered.

## **Article 6 - Sick Leave - Insurance**

6 Sick leave and bereavement leave with pay shall be granted to all employees, consistent with past practice.

6.1 Medical/dental/life/retiree medical insurance shall be the same or comparable as that provided for in the collective bargaining agreement between Aerospace Industrial District Lodge 751 and the Boeing Company.

6.2 Automobile insurance shall be provided by the Employer, consistent with past practice.

### **Article 7 - Grievance Procedure**

7 A grievance is defined for the purpose of this provision as any act or omission of the Publisher in its relationship with the employee which the employee or the Guild believes is unjust, inequitable or in violation of the Agreement. When a grievance arises, it shall be settled in the following manner.

Step A: The employee, with or without his/her representative, or the Guild, shall present the grievance, in writing, to the District President within fifteen (15) calendar days of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The District President shall attempt to resolve the matter and report his/her decision in writing to the employee and the Guild within fifteen (15) calendar days of its presentation.

Step B: Arbitration - Any matter involving the application of this Agreement not satisfactorily settled within 15 calendar days after the District President's response is received may be submitted to final and binding arbitration by the Guild. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The costs of such arbitration shall be borne equally by the parties.

### **Article 8 - Discipline**

8 The Publisher shall not discipline any employee without just cause. For the purpose of this Agreement, discipline shall be interpreted broadly to cover a range that progresses from verbal to, and including, demotion and termination.

8.1 There shall be no disciplinary action as the result of putting this Agreement into effect.

8.2 There shall be no discrimination or disciplinary action against any employee because of his/her membership/political activity in District 751 or as the result of changes in District Lodge 751 leadership.

8.3 No formal disciplinary action will be taken without first allowing the employee to obtain the presence of his/her bargaining unit representative.

8.4 The Publisher agrees to verbally discuss any problems, including all written complaints, with the employee, thus affording the employee an opportunity to correct the situation.

8.5 A uniform system of written warning notices shall be used for poor work performance, formal reprimand, suspension and discharge. The employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an

admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

8.6 A copy of all written warning notices shall be submitted to the employee once an investigation is complete.

8.7 The written warning notices as herein provided shall remain in effect for a period of twelve months. Time on leave from work does not count towards the twelve month period. Only written warning notices issued in a consecutive twelve-month period shall be used as a basis for suspension or discharge.

8.8 The Publisher agrees to furnish the employee a statement in writing at the time of suspension, demotion or discharge outlining specific reasons for such action. Such reasons shall not be expanded upon at a later date.

### **Article 9 - Outside Activity**

Any employee is free to engage in outside activities, provided that it is done on his/her own time and with his/her own equipment. Positions in the Communications Department are full-time jobs. The individual who fills these positions agrees to devote his/her full-time effort, attention and energies to these positions. He/she will not render any professional services or engage in any activity that might be competitive with, adverse to the best interests of or create the appearance of a conflict of interest with the District Lodge.

### **Article 10 - National Emergency**

The Publisher agrees that any employee who leaves his/her job to serve in the armed forces of the United States or their adjuncts shall be granted leave of absence.

### **Article 11 - Retirement**

11 The Publisher shall continue to cover employees with the pension benefits contained in Article XIV of the Constitution of the International Association of Machinists and Aerospace Workers.

11.1 The Publisher shall also cover employees under the Western Metal Trades Retirement Fund with the coverage in effect at the signing of this Agreement.

11.2 The contribution levels in effect on the date this Agreement is entered shall be considered minimums and any increases granted to elected staff or set by District Council action shall automatically apply to employees covered by this Agreement.

### **Article 12 - Seniority**

12 Definition: Seniority is defined as an employee's continuous length of service in a bargaining unit position with the Publisher from the most recent date and shall be cumulative on

a District-wide basis. Any employee with prior service in a non-elected, appointed staff position will receive credit for such time served.

12.1 Application: Seniority shall control in layoff and recall from layoff and in the approval of vacations.

### **Article 13 - Leaves of Absence**

13 Upon request the Publisher shall grant employees leave of absence for good and sufficient cause. Such leaves shall not constitute breaks in continuity of service in the computation of sick leave, vacation and other benefits of this contract. Time spent on such leave shall not count as service time in the accumulation of benefits herein described.

13.1 In the event an employee is elected as a delegate to The Newspaper Guild and AFL-CIO Conventions, both national and local, or as a delegate to special meetings called by The Newspaper Guild, such employee shall be given a leave of absence.

### **Article 14 - Family Leave (FMLA)**

The Publisher agrees to the provisions of the Federal Family/Medical Leave Act. Paid FMLA (per Washington state law) shall be consistent with contributions from other staff.

### **Article 15 - Miscellaneous**

15 By-line: An employee's byline shall be used only with his/her permission.

15.1 Freedom of Employment: The Publisher agrees not to have or enter into any agreement with any other Publisher binding such Publisher not to offer or give employment to employees of the Publisher.

15.2 Struck Work: Employees shall not be required to handle work or work destined for struck departments or shops.

### **Article 16 - Layoff/Recall**

16 Layoff Procedure. In the event of a layoff, the Publisher shall notify the Guild of the extent and nature of the layoff at 15 calendar days before it is implemented.

16.1 Employees with the least amount of seniority shall be the first to be laid-off. Where employees have the same seniority dates, prior service with District Lodge 751 in positions outside the bargaining unit shall be used to determine order of layoff, with the employee having the least amount of prior service being the first to be laid-off.

16.2 Employees to be laid-off shall be given two weeks' notice prior to the layoff or they shall be paid two weeks' pay in lieu of notice.

16.3 Upon layoff, an employee shall be paid for all earned accrued vacation.

16.4 Recall Procedure. The Publisher, upon rehiring, shall do so in the inverse order of seniority. The Publisher shall rehire the last employee laid-off.

16.5 Any notice of re-employment to an employee who has been laid-off shall be made by certified mail to the last known address of such laid-off employee. The employee shall lose all recall rights and seniority if the employee fails to accept the position within ten days after the notice is mailed, unless the Publisher extends this period or if employee has been laid-off for a period of three months or longer. NOTE: Current member as of signing of this Agreement retains 5-year recall rights due to her seniority with District 751.

16.6 Employees shall accrue seniority while on layoff.

16.7 Bumping Language. When an employee is designated for discharge to reduce the force, the employee so affected may elect to return to a department and job classification in which the employee has worked on a regular full-time basis for the Publisher. Such election must be made within seven (7) calendar days from receipt of notice of layoff. He/she will be credited for such service spent in the higher job classification if related.

16.10 An employee designated for economic discharge who elects to bump into a previously held job will displace the employee with the least seniority in that job classification. An employee may not displace this employee by bumping unless he/she has more years of total District Lodge 751 service than the employee he/she is displacing. An 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.

#### **Article 17 - Nondiscrimination**

The Publisher and the Guild agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry or national origin; Union activities or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Publisher.

#### **Article 18 - Duration and Renewal**

This Agreement shall become effective May 29, 2019 and shall remain in full force and effect until midnight at the close of May 29, 2025, and shall automatically be renewed for consecutive periods of one year thereafter, unless either party shall notify the other in writing, at least 60 calendar days prior to May 29, 2025 of any calendar year, of its desire to amend, modify or terminate the Agreement.

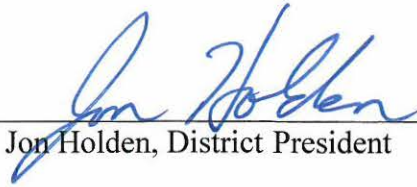
This Agreement signed this 28<sup>th</sup> day of May, at Seattle, Washington.

PACIFIC NORTHWEST NEWSPAPER GUILD  
TNG/CWA LOCAL 37082

AEROSPACE MACHINISTS  
INDUSTRIAL DISTRICT LODGE 751

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Brad Sherman, Administrative Officer



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Jon Holden, District President