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Newspaper Contract
between
CWA/The Newspaper Guild Local 37082
and
The Sun Publishing Company
Bremerton, Washington

This Agreement made and entered into this 30th day of June 2010, by and between BRV Inc. dba The Sun (“the employer”) through its authorized representatives and CWA/The Newspaper Guild (“the union”) by its officers or a committee duly authorized to act in its behalf, shall be effective January 30, 2010, through January 29, 2011. Should the employer or the union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party at least sixty (60) days prior to the expiration date.

Article 1
(Recognition)

1.01 — The employer recognizes the union as the exclusive bargaining representative for all full and regular part-time employees working in the news department. Excluded from such representation and coverage by this contract are supervisors as defined by the National Labor Relations Act, including the office manager/confidential secretary and the editorial page editor and any temporary or casual employee.

1.02 — The employer shall, upon request from the union, furnish the union with the name and addresses of any person employed in the news department together with the date of employment and classification or any status change.

1.03 — All present employees who elect to remain in or become members in good standing of the union by the payment of regular dues and/or initiation fees sixty (60) days following the date of signing of this agreement shall remain members in good standing for the life of the agreement as a condition of employment. All employees who are hired hereafter and who elect to remain or become members of the union shall remain members in good standing for the life of this agreement as a condition of employment.

a) If any union member shall lose good standing by not meeting uniform membership requirements, the employer, upon formal notice from the union, shall discharge such employee.

b) The employer shall be held harmless by the union for any action resulting from the termination of an employee under this article.

45 c) All present and future employees covered by this agreement shall be advised of this
46 article.

47 **Article 2**
48 **(Authority/Management Rights)**
49

50 2.01 — The authority of the employer to organize, plan and direct the work of employees
51 covered by this agreement shall include, but not be limited to, the right: to hire, promote,
52 transfer, lay off, recall, assign and reassign to shifts; to maintain good order and
53 efficiency; to establish reasonable rules and regulations governing employee conduct
54 while on employer's time or property (which shall be conspicuously posted and shall not
55 violate federal or state statutes); to determine the type of work to be performed; to
56 determine the qualifications of employees, therefore, and to assign employees thereto;
57 to determine the number of employees required on any work; to fix schedules of
58 production and schedules of work hours; to determine the methods, means and
59 procedures of production; the right to terminate, merge, consolidate or otherwise
60 transfer its business or any part thereof.

61
62 2.02 — The operation, authority and conduct of the News Department shall be vested
63 exclusively in the employer through its designated representatives.
64
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66 **Article 3**
67 **(Adjustment of Disputes)**
68

69 3.01 — A Joint Standing Committee of two (2) representatives appointed by the employer
70 and two (2) representatives appointed by the Union shall be maintained, and in the case
71 of a vacancy, absence or refusal of either such representatives to act, another shall be
72 appointed to fill the vacancy.
73

74 3.02 — To this Joint Standing Committee shall be referred all disputes which may arise as
75 to the construction to be placed upon any clause of the agreement, except as provided
76 otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and
77 such Joint Standing Committee shall meet within seven (7) days when the question of
78 differences shall have been referred to it in writing by the executive officers of either
79 party to this agreement. Should the Joint Standing Committee be unable to agree within
80 ten (10) days (this time may be extended by mutual agreement) it shall then refer the
81 matter to a board of arbitration. In the event they are unable to agree on an impartial
82 chairman, they shall request the Federal Mediation and Conciliation Service to furnish a
83 list of seven arbitrators. If those names furnished by the FMCS are unsatisfactory, either
84 party may request additional lists up to two (2) additional lists. When a satisfactory list
85 has been obtained, the Impartial Chairman shall be selected by alternately striking names
86 by the union and the employer until one (1) name remains, which shall be designated
87 Impartial Chairman. The party demanding the arbitration shall strike the first name.
88

89 3.03 — The parties agree that the power and jurisdiction of the Joint Standing
90 Committee, Board of Arbitration, or the arbitrator shall be limited to deciding whether or
91 not there has been a violation of a specific provision of the agreement, and if so,
92 determining the appropriate remedy for the violation. The decision of the Joint Standing
93 Committee, Board of Arbitration, or the arbitrator in all cases shall be final and binding on
94 the parties.

95
96 3.04 — The Joint Standing Committee, Board of Arbitration, or arbitrator shall have no
97 power to add to, subtract from, or modify any of the provisions of this Agreement, nor to
98 establish any new wage scales.

99
100 3.05 — The arbitrator's necessary expenses shall be shared equally between the
101 employer and the union.

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104 **Article 4**
105 **(Hours and Overtime)**

106
107 4.01 — The work week shall consist of five (5) consecutive days of eight (8) hours each,
108 insofar as practical, and shall be arranged and scheduled by the employer to meet the
109 needs of the News Department. All time worked in excess of the unit of hours
110 constituting a work week of forty (40) hours shall be construed as overtime and shall be
111 paid at the rate of time and one-half the employee's regular rate of pay.

112
113 4.02 — Employees required to work more than eight (8) hours in any one (1) day may, by
114 mutual agreement between the employee and employer, take compensatory time off,
115 hour for hour, within the payroll week.

116
117 4.03 — Ten (10) hours shall intervene between the ending of one (1) shift and the
118 commencement of another shift. By mutual agreement, this time period may be
119 shortened. No split shift (in a single day) shall be assigned except by mutual agreement.

120
121 4.04 — Employees required to work on a scheduled day off shall receive time and one-
122 half the employee's regular rate of pay for hours worked.

123
124 4.05 — Work schedules designating shift hours and days off shall be posted no later than
125 Friday noon of the previous financial week except that changes in schedules may be
126 made later by mutual agreement between the employee and employer.

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129 **Article 5**
130 **(Vacations)**

131
132 5.01 - The vacation period shall be on a calendar year basis – January 1 to December 31. All
133 regular full-time and part-time newsroom employees employed continuously during the

134 entire calendar year shall be entitled to and receive vacation with pay during the calendar
135 year as follows:

136
137 Less than five (5) years service as of January 1 of each year 15 days

138
139 Five (5) or more years continuous service 20 days

140
141 5.02 - Vacation days are accrued on a weekly basis throughout the year. Part-time
142 employees are prorated based on average hours worked. Employees hired during the
143 calendar year shall be entitled to and receive pro-rated vacation based on the number of
144 weeks left in the year. Employees hired after September 1 of any year will not be eligible
145 for vacation until the following January.

146
147 5.03 - Employees may take vacation in advance of earning it, following established
148 approval and priority policies. When employment with the company ends, the final
149 paycheck will include pay for any vacation earned but not used. Likewise, pay associated
150 with days used but not yet accrued will be subtracted from the final paycheck, unless
151 separation is a result of involuntary termination or layoff.

152
153 5.04 - It is further agreed that by mutual agreement between the editor and the
154 employee, employees may receive pay in lieu of vacation time off. Management views
155 payment in lieu of vacation time as an exception rather than routine.

156

157

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Article 6

159

(Sick Leave and Short Term Disability Policy)

160

161 6.01 — From the first day of employment through the first thirteen (13) weeks of
162 employment, employees will not be compensated for sick leave.

163

164 a) At the beginning of the fourteenth (14) week of employment, through the fifty-
165 second (52nd) week, employees will be compensated for not more than eight (8) days
166 total sick leave at full pay per calendar year.

167

168 b) Sick leave compensation for absence from work to remain at home to care for family
169 members shall be paid in accordance with state and federal law. Sick leave for care of
170 another not covered by state and federal law may be paid by mutual agreement.

171

172 c) The employer may, at any time, request a doctor's certificate as proof of illness.

173

174 6.02 — If an employee suffers an off-the-job injury, illness or disability (including
175 pregnancy) that lasts for more than five consecutive work days, they will be eligible for
176 up to 10 weeks of short term disability, dependent upon years of service.

177

- 178 a) Employees are eligible upon completion of one year of continuous service. Written
 179 medical certification of the illness (or disability) and, ability to return to work will be
 180 required. Additional medical progress reports may be required for proof of continued
 181 illness or disability. The Sun may also require examination by a company-selected
 182 physician at the company's cost.
 183
- 184 b) Benefits are determined by length of service and the length of disability time due to a
 185 certified illness or disability.
- 186 c) The chart that follows describes the short-term disability plan benefits, which will be
 187 computed from the first day of an employee's medically certified illness or disability.
 188 When short term disability benefits begin, any days deducted from sick leave as a
 189 result of the same absence will be refunded. Benefits paid under the plan are taxable
 190 income.
 191
- 192 d) If an employee returns to work for less than four consecutive weeks between
 193 absences (for the same illness or disability), those periods of absence will be
 194 considered one illness or disability and subject to the plan's maximum benefit level. If
 195 an employee uses this plan then returns to work for 31 consecutive calendar days, the
 196 plan renews itself for use in the future.
 197
- 198 e) If an employee is on unpaid leave, they are not eligible for short term disability
 199 benefits.
 200
 201
 202

Length of Service	Short Term Disability benefits
At least - Not more than	100%
1 - 4 years	2 Weeks
4 - 5 years	3 Weeks
5 - 6 years	4 Weeks
6 - 7 years	5 Weeks
7 - 8 years	6 Weeks
8 - 9 years	7 Weeks
9 - 10 years	8 Weeks
11- 12 years	9 Weeks
12 - and beyond	10 Weeks

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 204
 205 6.03 — Any full-time regular, and part-time regular employee who is employed at least
 206 half time may donate a portion of his/her accrued vacation leave to a full-time, or part-
 207 time regular employee to be used as additional sick leave. Vacation donations are limited
 208 to the donor's accrued balance as of the date of the request.
 209
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212 **Article 7**
213 **(Holidays)**
214

215 7.01 — The recognized holidays are: New Year's Day, Martin Luther King Jr. Day,
216 President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and
217 Christmas Day.
218

219 7.02 — Employees who are required to work on a holiday will receive a regular day's pay
220 plus straight time pay for all hours worked. At the employee's discretion, he or she may
221 take a paid day off at a later date within the calendar year in lieu of holiday pay. The day
222 off must be mutually agreed upon with the employee's supervisor.
223

224 7.03 — If the holiday falls on an employee's normal working day but the employee is not
225 required to work, a regular day's pay shall be paid.
226

227 7.04 — If a holiday falls on an employee's day off, the employee shall receive a day's pay
228 at straight time rates in addition to the weekly pay as earned, or the employee's schedule
229 may be changed at the discretion of the employer so that the employee shall be given
230 another day off in the same week the day after the holiday if practical.
231

232 7.05 — If a holiday falls during an employee's vacation, the employee shall receive an
233 additional day of vacation with pay.
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237 **Article 8**
238 **(Medical)**
239

240 8.01 — It is agreed that the employer will enroll each eligible employee and eligible
241 dependent, if he or she desires, in the Scripps Howard Media Choice Plan, which includes
242 medical, dental and hospitalization plans. The employer/employee will contribute on the
243 same basis as for other employees of the company. Eligible employees will participate in
244 the Plan on the same terms and conditions as other Company employees.
245

246 8.02 — It is agreed that, in the event an employee is laid off because of lack of work, the
247 employer will pay the subscriber-only cost of the medical, hospitalization and dental
248 plans, for one (1) month after the employee is laid off. The employee shall be notified of
249 COBRA options, as provided by federal law.
250

251 8.03 — For each eligible employee, the employer shall continue to provide and pay the
252 premium cost of a term life insurance policy on the same terms and conditions as other
253 company employees.
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257 **Article 9**
258 **(New Employees)**
259

260 9.01 — Every new or rehired employee in the News Department shall be on probation for
261 the first ninety (90) calendar days of employment or re-employment. During this period, a
262 probationary employee may be discharged at the sole discretion of the employer without
263 recourse to the discharge procedures as set forth elsewhere in this agreement. After
264 ninety (90) days, discharges of probationary employees shall be subject to the discharge
265 procedures described elsewhere in this agreement. Probationary employees shall be
266 classified as regular employees upon completion of ninety (90) calendar days of
267 employment.
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272 **Article 10**
273 **(Discharge and Reduction of Force Procedure)**
274

275 10.01 — The employer may discharge for cause. The word "cause" shall include, but not
276 be limited to, incompetence, unsatisfactory performance, refusal to accept an
277 assignment, neglect of duty, breach of this agreement, or violations of office rules which
278 shall be posted. Provided that discharge for incompetence and unsatisfactory
279 performance shall not be subject to arbitration, but shall be governed by the following
280 procedures:
281

- 282 a) Following the successful completion of a probationary period, any employee covered
283 by this agreement can expect both ample warning whenever progress is deemed
284 inadequate or performance unsatisfactory and given adequate opportunity to
285 improve.
286
287 b) Any employee so situated will be notified in writing no less than forty-eight (48) hours
288 in advance of a corrective interview with a supervisor, to which the employee may
289 bring a representative of the union, and at which the nature of deficiencies will be
290 discussed in detail. The essentials of that discussion will be written with a copy
291 supplied to the employee and to the representative of the union within three (3)
292 working days of the interview.
293
294 c) Within three (3) months from that interview, the employee will meet again with the
295 supervisor on at least forty-eight (48) hours written notice and may be accompanied
296 by a representative of the union for a discussion of progress in correcting deficiencies.
297 If the employee's progress is deemed unsatisfactory, a second supervisor will be
298 present at that interview, the employee's deficiencies will be discussed in detail and
299 again the essentials of the interview will be written, with copies supplied to the
300 employee and the representative of the union within three (3) working days of the
301 interview.

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d) Within three (3) months of the second interview, the employee will meet again with the employer on at least a twenty-four (24) hour notice and may be accompanied by a representative of the union. At that interview, the employee will be informed either that performance has been satisfactorily improved or that it has not. In the latter event, the employee may be discharged without recourse.

e) Failure of an employee to attend a scheduled interview at the time and place designated by the employer, without a valid explanation by the employee, will be considered a breach of this agreement.

f) Satisfactory conclusion of a corrective interview series does not preclude a recurrence of the procedure with the same employee at a later time.

10.02 — Should an employee desire to protest a discharge other than for incompetence, unsatisfactory performance or reduction in force, said employee must file a written grievance notice to the union and the employer within three (3) business days after the employee is informed of the discharge. In the event the union believes such discharge to be without cause or capricious, the union must, within thirty (30) days from the date of discharge, submit the discharge to the Joint Standing Committee procedures as provided in Article 3 hereof. However, neither the Joint Standing Committee nor an arbitrator shall have the power to reinstate a discharged employee unless it is found that the employer has acted capriciously or that no cause for the discharge exists.

10.03 — The employer shall not be required to reinstate a discharged employee unless or until ordered to do so by the Joint Standing Committee or arbitrator.

10.04 — When an employee is designated for layoff because of economic reasons, he/she may elect to return to a position or classification previously held, or is competent to perform. Provided, an employee may not displace another employee who has more years of total service with the employer than he/she has. The exercise of displacement rights must result in a work force that in the sole discretion of the Company is able to meet all of the Company's production needs. If a more senior employee is denied the exercise of displacement rights on the basis of production needs, he/she shall be provided an explanation in writing of the basis for the decision. In addition, he/she shall have the right to meet with the Editor or his designee no later than one week prior to layoff to request that the decision be reconsidered.

10.05 — An employee who is displaced as the result of another employee's election to claim such position shall have the same election rights as the employee who displaced him/her.

10.06 — The Company agrees to provide at least two (2) weeks' notice in advance of layoffs.

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**Article 11
(No Strike, No Lockout)**

11.01 — During the term of this agreement, the union shall not engage in a strike or discourage any employee from crossing a picket line. The employer agrees not to lock out the union.

11.02 — The employer agrees not to require employees to execute any work received from, or destined for, another employer whose employees are locked out or on a strike authorized by the union, under circumstances which make the employer an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this agreement.

**Article 12
(Bulletin Board)**

12.01 — Space will be provided for a bulletin board for use of the union. A message file in the computer system also will be provided for the use of the union. The employer and the Union agree that all material on the bulletin board and in the message file will be businesslike and in good taste. Policing them will be the responsibility of the union.

**Article 13
(Employee Benefits)**

13.01 — Holidays, vacations and sick leave provisions of this contract apply to regular full-time and regular part-time employees covered by this Agreement and will be computed on the ratio of hours regularly worked, based on the employee's regular hourly wage.

13.02 — The employer agrees to continue employees in the employer's pension plan consistent with past practice. The pension plan was frozen as of July 1, 2009, and no new employees hired after June 30, 2008, will enter the pension plan. The Group Scripps Pension plan was merged into the Scripps Pension Plan on January 1, 2010.

13.03 — After five (5) years of continuous employment in the News Department, an employee shall be given, on request, a leave of absence without pay, not to exceed six (6) months, provided the terms and conditions of such leave shall be determined by mutual agreement between the employee and the employer. Any employee who fails to observe the terms and conditions of the leave, such as returning to work at the agreed upon time, shall be considered to have voluntarily terminated employment. Leaves may be extended by mutual agreement between the employee and the employer. No more than one (1) employee shall be granted a leave during any period of time except with the agreement of the employer. Employees may request such leave no oftener than once every four (4) years unless otherwise agreed upon.

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Such leaves of absence will not count as service time for the purpose of earning benefits such as vacations or sick leave, but leaves shall not constitute a break in employment for the purpose of Section 14.01 (wages).

An employee taking a leave extending from one (1) month to another shall be eligible for medical/dental plan coverage, provided the employee may be required to pay for such coverage if desired, for all months beyond the initial month in which the leave was begun.

The five (5) years of service referred to in this section shall not apply to an employee who shall become eligible for medical leave for maternity reasons.

Employees with less than five (5) years' service may request leave at any time, but the granting of such leaves and the conditions of such leaves shall be at the sole discretion of the employer.

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

13.05 — After completion of the employee's probationary period, an employee who is selected to serve on a municipal, county, federal or grand jury panel shall be paid the difference between the amount received for such service and the employee's regular daily rate, up to a maximum of ten (10) days' pay, subject to the following provisions:

- a) An employee must notify his/her supervisor within twenty-four (24) hours after receipt or notice of selection for jury duty.
- b) The employee must furnish a written statement from the appropriate public officer indicating the date and time served and the amount of pay received.
- c) If an employee assigned to day shift is released from jury service and more than four (4) hours of his/her shift remains, the employee shall complete the remainder of that shift.
- d) An employee assigned to night shift will make the required jury call telephone check as soon as possible (6 p.m., ordinarily) each day and will notify his/her supervisor promptly if called for service the next day. The supervisor will then arrange for the employee to leave work at least twelve (12) hours before the required time of appearance.

13.06 — After completion of the employee's probationary period, an employee who is absent from work to attend the funeral of his/her domestic partner, any relative who regularly resides with the employee, mother, father, son, daughter, sister, brother, grandparent, mother-in-law or father-in-law may use up to three (3) days of paid bereavement leave to attend each funeral.

437 13.07 — Members of the bargaining unit will be covered by the E.W. Scripps Company
438 Business Travel Accident Insurance policy, with the same benefit amount as all other
439 employees.

440
441 13.08 — Members of the bargaining unit will be eligible to participate in the Scripps
442 Employee Stock Purchase plan, subject to the same benefits and restrictions as all other
443 eligible employees of the company.

444
445 13.09 — Effective July 1, 2010, bargaining-unit employees shall be eligible for participation
446 in the Group Scripps Retirement and Investment Plan With Company Match, in
447 consideration for which the Guild agrees that all decisions regarding the plan, including
448 but not limited to, termination, modification, or amendment of said plan, or changes in
449 the administration of said plan, or changes in the availability of options, or in the benefits
450 of said plan, including, but not limited to, the employer match, are not negotiable, but are
451 solely within the discretion of the employer or the plan's administrator(s). The Guild
452 further agrees to abide by the terms and conditions of said plan as amended from time-
453 to-time, and in the case of any inconsistencies between this agreement and the plan
454 documents, the plan documents will govern. The Guild further agrees that the only
455 information to which it is entitled regarding such plan is the same information to which
456 participants in the plan are entitled.

457

458 **Article 14**
459 **(Wages)**

460

461 14.01 — Employees shall receive wages based on the following minimum wage schedules,
462 expressed as 40-hour weeks:

463

464 Multimedia journalists, editors, designers and artists:

465 Experience rating	466 2010 salary scale	
	Weekly	Hourly
467 Step 1 (01-12 months)	\$547.20	\$13.68
468 Step 2 (13-24 months)	\$602.80	\$15.07
469 Step 3 (25-36 months)	\$658.80	\$16.47
470 Step 4 (37-48 months)	\$714.00	\$17.85
471 Step 5 (49-60 months)	\$770.00	\$19.25
472 Step 6 (61-72 months)	\$825.20	\$20.63
473 Step 7 (over 72 months)	\$881.20	\$22.03

474

475 News assistants:

476 Experience rating	477 2010 salary scale	
	Weekly	Hourly
478 Step 1 (01-12 months)	\$411.60	\$10.29
479 Step 2 (13-24 months)	\$454.80	\$11.37
480 Step 3 (25-36 months)	\$496.00	\$12.40
481 Step 4 (over 36 months)	\$538.80	\$13.47

482
483 14.01.1 — All Kitsap Sun employees who have not yet reached the top experience-rating
484 step for their job classification shall be covered by the terms of Section 14.01.
485
486 14.01.2 — New employees will receive their annual step increases on the anniversary date
487 of their first work day.
488
489 14.01.3 — Employees who have reached the top experience-rating step for their job
490 classification shall remain at that rate until a successor agreement is negotiated.
491
492 14.02 — Employees required to work before 5:30 a.m. and/or after 9 p.m. shall receive an
493 additional four dollars (\$4.00) for that shift.

494 14.03 — Employees are occasionally asked to fill in for an absent manager and may have
495 responsibility for assigning or scheduling other staff members or for supervising the work
496 of a section of the newspaper. When an employee is assigned to such a shift by a
497 newsroom manager and works the majority of a shift in that supervisory capacity, the
498 employee shall receive an additional ten dollars (\$10) for that shift.

499 14.04 — News assistants promoted into a higher classification shall be given an evaluation
500 period of ninety (90) days, which may be extended by mutual agreement between the
501 Employer and the Union. During the evaluation period, a promoted employee shall
502 receive the minimum salary in the higher classification. Employees who elect to return to
503 their former position within (90) days, or who fail to meet requirements of the new
504 position during the evaluation period, shall be returned to their former job classification
505 without loss of the salary that would have accrued to them in their former position.
506
507 14.05— News assistants perform support duties that do not require a full range of
508 journalistic skill or judgment. They gather and accurately prepare for publication a wide
509 variety of routine information, following established formulas. Some examples are:
510 obituaries, police reports, property transfers, court filings, and dispositions, births, sports
511 statistics, brief game reports, weather information, community event listings, wedding
512 announcements, calendar listings and some financial listings.
513
514 14.06 — News assistants are not permitted to engage in original reporting or writing,
515 including interviews with story sources, beyond gathering routine factual information. (In
516 sports, they may take brief game summaries and prepare short “prep profiles” by
517 phone.) News assistants are not permitted to edit beyond correcting simple spelling and
518 punctuation errors, or to exercise what is commonly called news judgment.
519
520 14.07 – The union and the employer agree that news assistants who prepare obituaries
521 may, at management’s discretion, also write routine obituary stories and obituary
522 features without being compensated on the reporter scale. “Routine” is understood to
523 mean stories that generally require little additional information-gathering beyond that

524 required in normal obituary writing, but may involve organizing and writing the
525 information in story or feature form rather than the standard obituary format.

526
527 14.08 — The Company shall have the right in its sole discretion to grant merit raises and
528 bonuses.

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531 **Article 15**
532 **(Mileage)**

533
534 15.01 — Members of the bargaining unit will be reimbursed for mileage at the same rate
535 as non-union departments at The Sun.

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538 **Article 16**
539 **(Drug and Alcohol Policy and Testing)**

540
541 16.01 — The unauthorized use, sale, purchase, possession, transfer, manufacture, or
542 being under the influence of illegal drugs or any controlled substance (hereinafter called
543 “drugs”), or alcohol, other than the proper use of lawfully prescribed medication, on
544 Company time, including break time and lunch time, or while on the Company’s premises
545 or work sites, or while operating a vehicle for company purposes is strictly prohibited.

546 16.02 — The Company may require evaluation and testing for drugs and/or alcohol by a
547 state licensed/certified professional where there is a reasonable suspicion that:

548 a) The employee has reported to work or is working under the influence of drugs and/or
549 alcohol.

550 b) The employee possesses drugs, alcohol and/or related paraphernalia in violation of
551 the policy; or

552 c) The employee has been involved in a work-related accident that is reportable or
553 should be reported.

554 16.03 — The employer may require a drug or alcohol test in its sole discretion for an
555 employee with previous violation of the policy set forth in paragraph 16.01.

556 16.04 — Refusal to consent to any drug or alcohol test as outlined by this policy, a
557 confirmed positive test or failure to comply with recommendations or advice of a
558 rehabilitation program shall be grounds for discipline up to and including discharge.

559 16.05 — Drug or alcohol testing permitted by this section shall be done in accordance
560 with proper protocols designed to ensure the integrity of the results.

561 16.06 — No discipline or referral for testing as outlined under this policy shall be
562 undertaken by supervisors who have not completed the company’s drug and alcohol
563 training. All supervisors will be trained within 90 days of their appointment. The
564 company will allow the union to send representatives to attend the supervisory training.
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567 **Article 17**
568 **(Miscellaneous)**
569

570 17.01 — A temporary employee is one hired for a specific project or for a specified period
571 of time, in either case not to exceed six (6) months, such as interns or leave of absence
572 fill-ins. Such time may be extended by mutual consent between the union and the
573 employer. A casual employee is one who is on call and who works fewer than twenty (20)
574 hours a week, such as illness or vacation fill-ins.
575

576 17.02 — A regular part-time employee is one whose hours are 20 or more per week but
577 less than 40, and who works a regular, on-going schedule. Regular part-time employees
578 whose hours are 20 or more per week but less than 30 will be paid according to the wage
579 scales herein and will receive, pro-rated, the vacation and sick leave benefits herein.
580 Regular part-time employees whose hours are 30 or more per week will also receive
581 medical insurance benefits herein.
582

583 17.03 — Employees may engage in outside activities, provided this is done on their own
584 time and with their own equipment, and provided such activities do not compromise the
585 integrity of The Sun's reporting (i.e.: engaging in politics, setting public policy or spending
586 public monies), and provided outside work is not done for a competitor in The Sun's
587 market.
588

589 17.04 — The parties agree that they shall not discriminate in employment or in the
590 conditions of employment on any grounds prohibited by applicable law.
591

592 17.05 — Nothing herein shall preclude either party from being in compliance with the
593 Americans with Disabilities Act.
594

595 17.06 — Nothing herein shall preclude either party from being in compliance with federal
596 or state health care reform legislation that may be enacted during the term of the
597 contract.
598

599 17.07 — A “Spirit of Sensibility” committee, made up of two members of the union and
600 two employer representatives, will meet every two months to discuss issues of mutual
601 interest. The discussions will not involve matters included in the union contract. Union
602 members will be paid for time spent in the meetings.
603

604 17.08 — The employer agrees that bargaining unit members are eligible to participate in
605 the Sun Tuition Assistance Program, including any future improvements incorporated into

606 the plan, under the same standards that apply to other Sun employees. (Note: The tuition
607 assistance program was suspended at the time of contract ratification.)

608

609

Article 18
(Fully Bargained)

610

611

612 18.01 — The parties hereto agree that they have fully bargained with respect to wages,
613 hours and other terms and conditions of employment and have settled the same for the
614 term of this Agreement in accordance with terms hereof, and this Agreement constitutes
615 the Agreement between the parties.

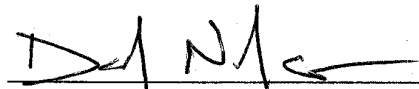
616

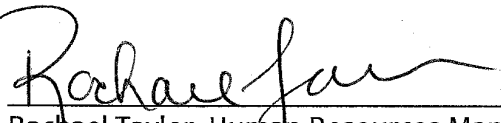
617 **Article 19**
618 **(Parties to the Agreement)**

619
620 19.01 — It is agreed that the only parties to this agreement are the employer and the
621 union.


622
623 IN WITNESS HEREOF the parties have set their hands and seals to this agreement on the
624 date set forth below.


625
626 SIGNED THIS 30th day of June 2010

627
628 
629 _____
630 David Nelson , Editor, *The Sun*

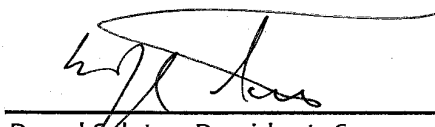
631
632 
633 _____
634 Rachael Taylor, Human Resources Manager, *The Sun*

635
636
637 _____
638 John Fenix, employer's representative, *The Sun*

639
640 
641 _____
642 Steven Gardner , bargaining team member, Communications Workers of America/
643 Newspaper Guild, Local 37082

644
645 
646 _____
647 Jim Thomsen, bargaining team member, Communications Workers of America/
648 The Newspaper Guild, Local 37082

649
650
651 
652 _____
653 Yoko Kuramoto-Eidsmoe, Administrative Officer, Communications Workers of America/
654 The Newspaper Guild, Local 37082

655
656 
657 _____
658 Darryl Sclater, President, Communications Workers of America/ The Newspaper Guild,
Local 37082

MEMORANDUM OF UNDERSTANDING ON MULTIMEDIA JOURNALIST

The contract between the Kitsap Sun News and the Pacific Northwest Newspaper Guild Local 37082, effective January 30, 2010, through January 29, 2011, has been modified to combine the classifications of Reporter and Photographer into the single classification of Multimedia Journalist. The purpose of this change is to recognize the fact that each individual in the Multimedia Journalist classification may be required to produce both written and visual material for publication in print and online.

Due to different levels of training and experience, certain individuals are relatively more specialized in writing for publication, while others are more specialized in producing visual material through photography and video. Such relative specialization is expected to continue. However, any individual may be assigned to produce either written or visual material.

When new skills are required of an individual outside his or her traditional area of specialization, it shall be the responsibility of the employer to provide training and of the employee to avail him/herself of such opportunity. Performance expectations and job evaluations with regard to new skills will take these factors into account.

Kitsap Sun

By: DA NAL

Date: 7/8/10

CWA/ The Newspaper Guild Local 37082

By: John King Bidone

Date: June 28, 2010

MEMORANDUM OF UNDERSTANDING ON WAGE RE-OPENER

1. The current wage freeze will continue through the term of the new agreement that is effective January 30, 2010, through January 29, 2011. In the event that the employer wishes to grant a wage increase to bargaining unit employees, or other departments of the employer receive wage increases, then the parties will reopen the contract for the purpose of bargaining over wages only. The parties reserve the right to bargain for higher, lower, the same, or different wages than employees currently receive. There will be no retro pay unless the parties agree otherwise.

2. The following employees currently still in the steps of the salary scale will receive a step increase on their anniversary dates as follows:

Name	Current rate	Date of Increase	New rate
Josh Farley	\$19.25	9/28/2010	\$20.63
Brynn Graham	\$17.86	4/17/2010	\$19.25
Jeff Graham	\$19.25	1/29/2011	\$20.63

Multimedia journalists, editors, designers and artists:


Experience rating	2010 salary scale	
	Weekly Hourly	
Step 1 (01-12 months)	\$547.20	\$13.68
Step 2 (13-24 months)	\$602.80	\$15.07
Step 3 (25-36 months)	\$658.80	\$16.47
Step 4 (37-48 months)	\$714.00	\$17.85
Step 5 (49-60 months)	\$770.00	\$19.25
Step 6 (61-72 months)	\$825.20	\$20.63
Step 7 (over 72 months)	\$881.20	\$22.03

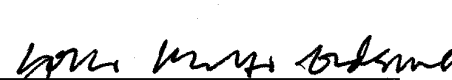
News assistants:

Experience rating	2010 salary scale	
	Weekly Hourly	
Step 1 (01-12 months)	\$411.60	\$10.29
Step 2 (13-24 months)	\$454.80	\$11.37
Step 3 (25-36 months)	\$496.00	\$12.40
Step 4 (over 36 months)	\$538.80	\$13.47

Kitsap Sun

CWA/ The Newspaper Guild Local 37082

By: 

By: 

Date: 7/8/10

Date: June 28, 2010

Memorandum of Understanding regarding Copy Desk Reduction in Force

Subject to the Guild not disputing the Company's right to consolidate its copy desk operations and to lay off affected copy desk employees, affected employees will receive involuntary separation pay equal to one (1) week of pay for each six (6) months of benefit service completed as of separation date, subject to a minimum of two (2) weeks of pay and a maximum of twenty-six (26) weeks of pay, less applicable taxes and other withholdings; plus the COBRA premium for one (1) month after the employee is laid off. (Section 8.02)

This is a one-time arrangement regarding the copy desk RIF and is without precedent for any future RIFs, to which the contract language shall apply.

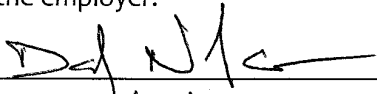
Individuals receiving the separation package will be required to sign individual releases.

The parties agree that the following employees will be laid off as a result of the consolidation of the copy desk, and therefore are the only eligible employees to participate in this separation package:

Adam Kispert
Tonya Ricks
Jim Thomsen
Jon Williams
Barbara Willock

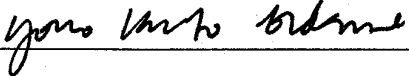
Dionne Reynolds, who has been offered an immediate transfer to another Scripps property, is not eligible to receive the separation package because she is considered to be continuing employment with the company, with all attendant rights of Scripps transferees. If the transfer does not occur, she shall be eligible for the separation package.

For the employer:

By: 

Date: 7/8/10

For the union:

By: 

Date: June 28, 2010

MEMORANDUM OF UNDERSTANDING REGARDING
EXTENSION OF THE LABOR AGREEMENT

The Sun Publishing Company and Pacific Northwest Newspaper Guild, Local 37082 agree that their collective bargaining agreement which expired by its terms on January 29, 2011, is hereby extended on a quarter-by-quarter basis until such time as either party shall give to the other party 60 days' written notice of such party's intention to negotiate a successor agreement. Terms and conditions of the contract will continue until a successor agreement is ratified or until the parties reach lawful impasse.

The Sun Publishing Company

By: Richard J. [Signature]

Date: 6/24/11

Pacific Northwest Newspaper Guild, Local 37082

By: [Signature]

Date: June 10, 2011