

AGREEMENT  
by and between  
IBEW LOCAL NO. 46  
and  
SEATTLE TIMES COMPANY  
(Representing the Electricians)

April 1, 2021 through March 31, 2024

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## **AGREEMENT**

THIS AGREEMENT, to be effective on the 1st day of April, 2021, is made and entered into by and between the SEATTLE TIMES COMPANY, publisher of The Seattle Times of Seattle, Washington, the party of the first part, hereinafter sometimes referred to as the Publisher, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46, party of the second part, hereinafter sometimes referred to as the Union:

### **WITNESSETH - UNION SECURITY**

SECTION 1. All employees of the Company coming within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not apply to supervisors of the unit nor be construed as denying the Company the right to select its employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new employees shall become and remain members in good standing of the Union thirty (30) days after the date of their employment. "Good Standing" shall be defined as the tendering of uniformly required dues and initiation fees or their equivalent as appropriate to full membership in the Union or as appropriate to the exercise of a legal option to full membership.

The Seattle Times shall discharge or otherwise cause the termination of employment of non-complying employees upon receipt of a written request to the Seattle Times' Director of Labor Relations. Such termination of employment shall be within five (5) working days of receipt of the Union's written request to the Seattle Times Director of Labor Relations. Prior to sending a written request for termination to the Seattle Times, the Union shall notify the affected employee of its intention to request termination.

### **JURISDICTION AND ASSIGNMENT OF WORK**

SECTION 2. The jurisdiction of the Union recognized under this Agreement shall consist of the maintenance and repair of electrical and electronic equipment (except maintenance which, because of its nature or because of maintenance or service contracts, must be serviced by the manufacturer or lessor) coming under the jurisdiction of the International Brotherhood of Electrical Workers, except where the same conflicts with

the jurisdiction of other unions, and such electrical and electronic installation works as is consistent with past practices. Where repairs or maintenance involves work assignments within the jurisdiction of other affiliated crafts, it may be done by both electricians and by members of the other affiliated crafts together or alternately, as the Publisher determines.

2.1 It is recognized that a certain amount of work is being performed by persons not covered by this contract in the newspaper of the Publisher.

2.2 The Publisher has the right to assign new work or new duties, first assigned after the ratification date of the 1999 Agreement, to the affiliated employees represented by this Agreement including work which has been previously assigned to other employees not covered by this Agreement, provided the assignment is not precluded by another collective bargaining Agreement and is not covered under Section 2 of this Agreement. Such assignment will not be considered a grant of jurisdiction over the new work, as such new work may be eliminated or the work assignment may be transferred to or shared with another work group as determined by the Publisher. Before assigning new work at its initiation under this provision, the Publisher shall either provide the necessary training or assure itself that the employees to whom the work will be assigned have the appropriate skills to perform the work. Upon request, the Publisher agrees to meet and confer with the Union regarding elimination, transfer, or sharing of work assigned under this Section 2.2.

2.3 It is mutually understood and agreed that the validity and execution of this Agreement will not be dependent upon or affected by the obligation of either party to any other person or organization not a party to this Agreement. All shop work, armature winding, motor repairs, switchboard and other electrical equipment repairs that must be sent out, due to the lack of equipment, facilities or time, that is required, may continue by historical practice. The Publisher may assign to the Union installation work which is not prohibited by RCW 19.28.

2.4 It is further understood that qualified supervisors may from time to time perform work which is customarily performed by IBEW-represented employees and such assignments will not be considered a violation of this Agreement subject to the following limitations:

2.4.1 Work for demonstration purposes to assist in the training or instruction of bargaining unit employees.

2.4.2 Work to assist a bargaining unit employee.

2.4.2.1 In addition to qualified supervisors, Systems Engineers, Machinists, Facilities employees, Insert Machine Operators and Press Maintenance employees may assist a bargaining unit employee under the direct supervision of an Electrician.

2.4.3 Work of an emergency nature. Emergency is hereby defined as a combination of unanticipated and unusual or upset circumstances which calls for immediate action to prevent loss of production or operation or damage to life, limb or property.

2.4.4 Work of a technical nature requiring knowledge or skills not required of bargaining unit employees.

2.4.5 Work related to the installation, shakedown, trouble-shooting or repair of new equipment, or technological improvements.

2.4.6 Work performed when electricians are absent from the workplace as a result of planned or unplanned absence(s), including but not limited to absences caused by illness, leave, vacation, or termination.

#### **NOTICE OF NEW EQUIPMENT OR RESPONSIBILITIES**

SECTION 3. The Publisher agrees to notify the Union at least thirty (30) days in advance of the installation of any new type of equipment which will be assigned completely or partially to Electricians or new equipment that is within the Union's jurisdiction as set forth in Section 2 of this Agreement. The Publisher agrees to notify the Union at least thirty (30) days in advance of the assignment of new work which requires training or shift and schedule changes.

#### **MINIMUM WAGES**

SECTION 4. Effective with the beginning of the pay period closest following the dates specified and following ratification of this Agreement, the minimum hourly rate of pay, depending on experience as determined by the manager, subject to wage diversions, shall be as indicated: TA 4/7/21

	<u>1/1/16</u>
Maintenance Electrician I	25.6298
Maintenance Electrician II	21.1920

TA 4/7/21

Electrician I	Upon Ratification
Year 1	\$28.00
Year 2	\$29.50
Year 3	\$31.00
Year 4	\$32.50

Electrician II	\$25.63
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March 1, 2022

Electrician I	
Year 1	\$28.56
Year 2	\$30.09
Year 3	\$31.62
Year 4	\$33.15

Electrician II	\$26.14
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March 1, 2023

Electrician I	
Year 1	\$29.13
Year 2	\$30.69
Year 3	\$32.25
Year 4	\$33.81

Electrician II	\$26.67
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March 1, 2024

Electrician I	
Year 1	\$29.71
Year 2	\$31.31
Year 3	\$32.90
Year 4	\$34.49

Electrician II	\$27.20
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TA 4/7/21

<b>*Electrician Trainee</b>	<b><u>% of Electrician Rate</u></b>
1 <sup>st</sup> continuous 6 months worked	55%
2 <sup>nd</sup> continuous 6 months worked	60%
3 <sup>rd</sup> continuous 6 months worked	65%
4 <sup>th</sup> continuous 6 months worked	70%
5 <sup>th</sup> continuous 6 months worked	75%
6 <sup>th</sup> continuous 6 months worked	85%
7 <sup>th</sup> continuous 6 months worked	90%

\*See Section 13.1.

TA 4/7/21 4.1 Paydays shall be weekly or bi-weekly. The Publisher may use any method of recording work hours it deems reasonable, including without limitations electronic or time clock time and attendance systems.

4.2 The Publisher, at its discretion, may assign Lead Electricians. Lead Electricians shall be members of the bargaining unit and will be entitled to the minimum wages provided under this Labor Agreement. The Publisher may, at its discretion, establish lead premiums above the contract minimums, but not less than one dollar (\$1.00) per hour so assigned.

4.3 Day shift is defined as any shift which is scheduled to begin between 6:00 a.m. and 10:00 a.m.

4.3.1 Swing shift is defined as any shift which is scheduled to begin between 10:01 a.m. and midnight.

4.3.2 Graveyard shift is defined as any shift which is scheduled to begin between 12:01 a.m. and 5:59 a.m.

4.3.3(a) An Electrician I required to work a swing or graveyard shift shall be paid \$2.00 or \$2.25 respectively, per hour worked on such shift. TA 4/7/21

4.3.3(b) Electrician II and Trainee classifications shall receive pro rata shift differentials.

4.4 If more than fifty percent (50%) of the employee's work schedule hours during the week in which the paid time off occurs or, where the employee does not actually work during such week, then the preceding week in which the employee actually worked, qualifies for shift differential, the shift differential shall be considered part of the employee's regular rate of pay for the purpose of calculating the paid time off benefit.

4.5 In addition to the contract minimum scale provided in this Section, the Publisher also administers a Supplemental Pay program. In general, the Supplemental Pay program reserves discretion to the Publisher with regard to both the maximum differential (supplemental) amount and the individual awards. TA 4/7/21

#### RETIREMENT BENEFITS

SECTION 5. The Publisher shall contribute on behalf of each eligible employee covered under this Agreement the sum of sixty cents (\$.60) per compensable hour (as originally diverted) and an amount equal to three percent (3%) of each employee's pre-tax wages, after diversion, to the IBEW Pacific Coast

Pension Fund, as agreed to in the 2009 contract extension.

5.1 The parties agreed to adopt Alternative Schedule #4 of the IBEW Pacific Coast Pension Fund Rehabilitation Plan and Schedule of Payments dated August, 2015, effective with ratification of the 2017-2021 labor agreement. The parties also agreed that eighty-five cents (\$.85) per hour of the savings from the change in Alternative Schedules from #1 to #4 was to be returned to each employee active in the bargaining unit effective the first full pay period following ratification. Effective with ratification of the 2017-2021 labor agreement between the parties and continuing in the 2021-2024 labor agreement between the parties, the Publisher agrees to contribute 50% of any future increases in the supplemental pension contribution in addition to the existing pension contribution. The employees agree to contribute 50% of the remaining supplemental pension increase amount through the diversion of wages. Both the Union and the Publisher understand that the supplemental contribution increases required under the Rehabilitation Plan may change in subsequent years. Should there be future reductions in the supplemental pension contributions, the Employee and the Publisher will split reductions 50/50, but only to the degree that an individual employee has a current diversion. If, for example, an employee has not had any income diverted for supplemental pension contributions in the past, there would be no returned money to employees should the Rehabilitation Plan become cheaper. TA 4/7/21

5.2 Notwithstanding the foregoing, the parties agree that the subjects of continued participation or increased contributions to the IBEW Pacific Coast Pension Fund (IBEW PCPF) may be reopened, subject to limitations, according to the Fund's classification under the Pension Protection Act of 2006:

Red Zone – The Publisher may reopen this Labor Agreement no earlier than January 1, 2015 for the limited purpose of proposing and bargaining withdrawal from the IBEW PCPF. In such case, and not before 60 days in which good faith bargaining is allowed, the Publisher may implement its final proposal with or without the Union's agreement, provided that the Publisher's proposal provides a contribution of two percent (2%) of gross earnings to the Puget Sound Electrical Workers Defined Contribution Retirement Annuity Trust Fund on behalf of each employee in the unit. In addition, if the combination of withdrawal liability payments and contributions to the Puget Sound Electrical Workers Defined Contribution Retirement Annuity Trust Fund equal an amount, on a per person basis, less than an equivalent commitment by the Publisher to base pension contributions at the time of withdrawal, the parties will negotiate the manner in

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which such surplus shall be returned to employees in the bargaining unit. No other economic recourse is available by either party and the limitations of Section 18 remain in full effect.

Green Zone – Should the IBEW PCPF be designated as a Green Zone plan under the Pension Protection Act, the Union may request that the Publisher meet and confer regarding the potential for diverting additional money from wages or additional employer contributions in favor of an increased pension contribution. The Publisher will consider any such proposal in its discretion and in good faith. Any dispute or disagreement under this sub-section shall not be subject to the grievance and arbitration procedure nor shall either party have recourse to economic weapons. The limitations of Section 18 remain in full effect.

5.3 An employee shall retire at the first of the month following the youngest permissible age under the applicable laws governing mandatory retirement.

5.4 Affiliated 401(k) Savings Program - The Publisher shall make available to eligible employees a qualified voluntary 401(k) savings program called the Seattle Times 401(k) Savings Program. The Seattle Times 401(k) Savings Program will be available to affiliated and unaffiliated employees; however, there will be no company matching contribution for affiliated employees. This program shall be subject to the following conditions:

5.4.1 Employees shall be afforded the right to enroll and participate in the Seattle Times 401(k) Savings Program during periodic windows each year.

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

5.5 The Publisher shall conduct periodic voluntary seminars for employees interested in participating in this plan so they can make an informed choice as to whether or not to participate.

5.6 The Publisher shall advise the Union of any changes in the design or administration of the plan in advance of such changes.



5.7 For the purpose of determining pension contributions, termination shall occur on the last day actively at work. No pension contributions will be made for earned but unused vacation hours paid at termination.

#### SECTION 6 - INSURED AND SELF-INSURED BENEFITS

6.1 HEALTH CARE PLAN Beginning with hours compensated effective June 1, 2017, the Publisher agrees to contribute four dollars and thirty-nine cents (\$4.39) per hour for a total lump sum contribution equal to 172 hours per month, for each full-time or eligible part-time employee performing work covered by this Agreement to the Puget Sound Electrical Workers Healthcare Trust Fund (Plan 2), a jointly trusted welfare trust created pursuant to Section 3.02(c) of the Labor-Management Relations Act of 1947 (Taft-Hartley) hereinafter referred to as "The Trust." The Publisher's share of the total lump sum contribution shall be three dollars and eighty-nine cents (\$3.89) per hour for a total lump sum contribution equal to 172 hours per month. The Employee's share of the total lump sum contribution shall be fifty cents (\$.50) per hour for a total lump sum contribution equal to 172 hours per month. Total Employee contributions will be through monthly payroll deductions of eighty-six dollars (\$86.00) per month, taken in forty-three dollar (\$43.00) deductions during the first two payroll periods of each month.

Part-time employees who work a minimum of thirty (30) hours per week will receive the total lump sum employer contribution amount specified above and be subject to the same employee paycheck deductions per month as full-time employees above. Additional contributions needed for monthly coverage will be contributed through a payroll deduction from the employee. Part-time employees who work less than thirty (30) hours per week are not eligible for coverage under this plan.

Payment shall be due on the fifteenth of the month following the month in which hours were compensated. Each remittance shall be accompanied by a form, which will be made available by the Trust for this purpose.

The Publisher agrees to be bound by the terms and provisions of the Trust Agreement governing the Puget Sound Electrical Workers Healthcare Trust Fund (Plan 2), effective January 1, 1976, and all amendments and revisions hereafter adopted insofar as the provisions are not in conflict with this Agreement between the parties, and further agrees to accept as its representatives the current Employer Trustees and their lawfully appointed successors.

6.2 Beginning in 2019, the Publisher will increase its hourly contribution rate one time each calendar year by the amount equal to the average increase of the Employer's portion of the Publisher's most populated health care plan or the increase in the Trust's monthly charge off rate that occurs during that calendar year, whichever is less. Any other contribution amount required for coverage during any calendar year will be funded through an employee payroll deduction. In the event that the Trust increases its monthly charge off rate more than one time in a calendar year, the parties shall meet for the purpose of discussing the manner in which they will address the fact of two increases in the charge off rate within the same calendar year.

6.3 The Publisher shall contribute monthly to the CWA-Employer Life and Disability Fund the sum of one dollar and seventy-five cents (\$1.75) per straight-time shift earned. Employees are responsible for fifty cents (\$.50) of the one dollar and seventy-five cents (\$1.75) per straight-time shift earned. At the time of ratification of this 2021-2024 labor agreement between the parties, the entire contribution (both from Employer and the Employee) is suspended until further notice from the trust due to sufficient trust funding. TA 4/7/21

6.4 Long Term Disability: During the term of this Agreement, the bargaining unit may, at its sole option, choose to elect to initiate Long Term Disability coverage pursuant to the then-prevailing availability, costs, enrollment periods and terms of the Publisher's Long Term Disability Plan. It is understood that such election shall be uniform for all employees covered by this Labor Agreement and will specify whether employee premium diversions will be made on a pre-tax or post-tax basis.

6.5 **CONVERSION FROM DIVERSION TO DEDUCTION METHODOLOGY:** The Publisher shall have the option to convert its method of sharing premium costs for any or all of the benefits in this Section from wage diversions to a deduction methodology. At such point as the Publisher converts to a deduction methodology, previously diverted amounts will be returned to wages.

### **HOURS, OVERTIME, DAYS OFF AND SCHEDULING PROCEDURES**

SECTION 7. The shifts shall be designated as follows: A minimum of eight (8) hours or a maximum of ten (10) hours shall constitute a regular work shift for Electricians. A minimum of four (4) hours shall constitute a part-time work shift for Electricians.

7.1 A minimum of four (4) hours shall constitute a work shift for Electrician Trainees and

Electrician II.

7.2 All overtime shall be paid at time and one-half, except as provided in 7.2.1. Overtime hours are those worked in excess of forty (40) hours in a work week or more than two hours after their regularly scheduled shift. Employees who have not worked in full all their scheduled shifts in a work week will not be eligible for daily overtime which results from working scheduled extra shifts, but will remain eligible for daily overtime for extended hours which result from an unscheduled call-back or holdover.

7.2(a) For the limited purpose of Section 7.2, hours worked shall mean straight time hours worked or compensated for paid time off as defined in this Agreement.

7.2.1 In the event of an extended eight (8) or ten (10)-hour shift, the time worked in excess of two (2) hours past the regularly scheduled shift shall be paid at double the straight-time rate.

7.2.2 There shall be no doubling or pyramiding of overtime premiums.

7.2.3 A lunch period of thirty (30) minutes shall be provided for all employees. In the event any employee is required to work during his lunch period and is not able to complete his lunch period at some other time, the employee shall receive compensatory time off at the end of the shift or be paid overtime for a period equal to the time lost during his lunch period, at the option of the Publisher.

7.2.4 An employee shall be paid not less than two (2) hours overtime pay when called back after having completed a shift.

7.3 Managers shall attempt to provide unit employees with two (2) consecutive days off each work week in their work schedule where practical, but management shall retain the right to schedule days off at its discretion based on operational needs. TA 4/7/21

7.3.1 The work shift shall not be split.

7.3.2 The Publisher shall maintain a workable schedule for the aforesaid shifts.

7.3.3 The schedule shall be posted at least two (2) weeks in advance (except in case of demonstrated need) designating the regular days (or nights) the employee shall be off duty.

7.3.4 When regular five (5) shifts of eight (8) hours or four (4) shifts of ten (10) hours schedules are posted by the office, employees shall be given the opportunity to make a schedule selection of shifts according to seniority insofar as practicable.

## HOLIDAYS

**SECTION 8. An employee qualifies for holiday pay or a holiday premium on the below listed holidays provided that the employee has six months or more of continuous service and works their scheduled shifts in the week of the holiday: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such by the Publisher.**

**8.1 Except for employees who work on a holiday which falls on their scheduled day off and who therefore derive a greater benefit under Section 8.3, any qualified employee who works on a listed holiday shall be paid double the straight-time rate for all such work with a minimum of a full shift's pay, but no additional holiday pay or premium.**

**8.2 Qualified employees who are scheduled to work on any holiday and are not required to work, shall receive holiday pay of up to eight (8) hours' pay (prorated for part-time employees) at the straight-time rate.**

**8.2.1 Employees working a four 10-hour workweek may, with mutual agreement of the 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 the week which a holiday recognized by Section 8.1 of this Agreement occurs.**

**8.3 Qualified employees not scheduled to work the holiday but required to work shall receive the holiday pay described in Section 8.1 or overtime for all hours which qualify for overtime during the work week plus eight (8) hours holiday pay, whichever creates the greatest reward.**

**8.4 Qualified employees not scheduled to work the holiday but required to work the holiday may, with the approval of the Supervisor, take another day off during the week.**

**8.5 When a holiday occurs on an employee's off day and the employee is not required to work, the employee shall receive eight (8) hours' pay at the regular straight-time rate.**

## VACATIONS

SECTION 9. Employees with six (6) months or less than three (3) years of continuous service shall accrue .0385 hours of earned vacation for each straight-time hour compensated, to a maximum of eighty (80) hours per year. Vacation accrued by this formula may be taken after six (6) months of service. If a new employee terminates prior to six (6) months, no vacation shall be accrued or paid.

9.1 Employees with three (3) years, but less than five (5) years of continuous service shall accrue .0577 hours of earned vacation for each straight-time hour compensated, to a maximum of one hundred twenty (120) hours per year.

9.2 Employees with five (5) or more years of continuous service shall accrue .0769 hours of earned vacation for each straight-time hour compensated, to a maximum of one hundred sixty (160) hours per year.

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

9.4 The vacation rate of pay shall be based upon the employee's regular rate of pay in effect at the time of the vacation.

9.5 If a holiday falls within the employee's scheduled vacation he shall receive an additional eight (8) hours' pay. Vacations shall be approved by the Supervisor.

9.6 Vacations shall be scheduled with due consideration to priority. Any employee who does not indicate a choice by March 1st waives priority claim to choice of vacation dates in the calendar year affected.

9.7 Employees may bank a maximum of up to two hundred (200) hours of accrued and unused vacation and will not accrue further vacation hours once they have reached this point. Employees may not accrue more vacation weeks annually than the amounts specified in Section 9. TA 4/7/21

### **MISCELLANEOUS**

SECTION 10. **Bereavement Leave:** An employee is eligible for bereavement leave after six (6) months of continuous service. When an employee is absent due to a death in the immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother or sister), the employee may take up to three (3) consecutive scheduled work days without loss of scheduled work hours and pay. The leave shall begin upon notification of the death, or if taken at a later time within ten (10) calendar days, provided one of the days shall be for the purpose of attending the funeral or a memorial service.

10.1 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/stepdaughter, son-in-law/daughter-in-law, grandparent, grandchild, or domestic partner. TA 4/7/21

SECTION 11. Seniority: Seniority shall be by job classification. Bargaining unit seniority shall be given due consideration as it applies to the selection of scheduled vacations. Bargaining unit seniority shall be the determining factor in the selection of employee(s) in a job classification to reduce the force.

11.1 An employee(s) laid off to reduce the force shall be given first consideration for recall in their order of original seniority if such recall occurs within six (6) months of this layoff.

SECTION 12. Medical Leave of Absence: An employee with a documented disabling medical condition is eligible for a medical leave of absence for off-the-job injuries or illnesses for the period of the disability, up to a maximum of six (6) consecutive months, or a medical leave of absence for on-the-job illnesses or injuries to a maximum of nine (9) months; provided however, that such maximum periods shall be extended up to an additional three (3) months in those instances during the original medical leave where the employee produces a statement from a qualified physician affirming that the employee will be released to his or her duties within the additional three (3) month period. These periods will include and not be in addition to any leave period provided under applicable Federal or State leave laws.

12.1 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 if the second opinion cannot be obtained before the leave is to begin. Such additional medical advice shall be paid for by the Publisher.

12.2 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.

12.3 When a medical leave is approved, medical benefits will be continued to the extent and for

the duration required by the Family Medical Leave Act.

12.4 Unpaid leaves under this section shall not be used in series with other leaves permitted by Employer policy or other provisions of this Agreement.

12.5 The foregoing Sections are not to be interpreted to be in conflict with the Family Medical Leave Act of 1993, Americans with Disabilities Act, the Washington State Law Against Discrimination, or other applicable Federal or State laws.

12.6 Washington Paid Family Medical Leave Act: Beginning April 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 2021-2024 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. The Employer agrees to provide at least 30-day's notice prior to converting to a voluntary plan and shall be available to meet and confer with the union upon request. TA 4/7/21

**SECTION 13. Probation:** All new employees must satisfactorily complete a probationary period which shall be the first six (6) months of employment. However, it is understood that Electrician Trainees may be terminated at any time during the training period for failure to progress in assigned knowledge or skills. Terminations that may occur during the probationary period or terminations of trainees for failure to progress in assigned knowledge and skills are not subject to the grievance or arbitration procedures in this Agreement.

13.1 Electrician trainees may be held at any step of the work progression for failure to progress in assigned knowledge or skills.

**SECTION 14. Tools:** All Maintenance Electrician Is and IIs on the payroll on January 1<sup>st</sup> of each year shall receive a tool allowance of two hundred (\$200.00) to assist in the purchase, repair, or replacement of personally owned tools. TA 4/7/21

**SECTION 15. Personnel File:** 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 receive a written statement of all substantial points of such criticism. Any written response will be placed in the employee's personnel file.

15.1 **Performance Evaluation:** Employees shall have the right upon request to receive an annual performance evaluation.

**SECTION 16. Training:** The Publisher shall support the cost of at least two (2) days of technical



training per year per Maintenance Electrician I and Electrician II. Training will be approved in advance by the supervisor, and reimbursement will be based on demonstrated successful completion of the course. TA 4/7/21

**SECTION 17. Direct Deposit:** Effective the first pay period of the first month following ratification, all employees in the bargaining unit will be required to receive their paychecks through Direct Deposit or a pay card provided by the Publisher.

### **NO STRIKE**

**SECTION 18.** During the life of this Agreement, no strikes or other interference with the normal operation of the Publisher shall be caused or sanctioned by the Union, and no lockouts shall be entered upon by the Publisher. However, the employees covered by this Agreement may honor and refuse to cross a lawful primary picket line established by a union which, by contract, reserves a similar right to honor a lawful primary picket line established by IBEW Local No. 46. For any approved picket line other than a picket line established by IBEW Local No. 46, the Union shall provide the Publisher with a seven- (7-) day advance notification of any such approval.

### **GRIEVANCE PROCEDURE**

**SECTION 19.** The Union may have a shop steward in each office who shall be a regular full-time employee and shall perform his regular duties as such but shall be the Union representative on the job solely to inform the Union of any alleged violation of this Agreement. In the absence of the shop steward, an assistant shall perform the duties of shop steward. Such shop steward, or his assistant, shall not be discriminated against for his acts as Union representative, but he shall not, under any circumstances, interfere with orders of the Publisher or change working conditions. The function of the shop steward is solely to report to the Union and, in case of any grievance, the accredited Union representatives shall be the only ones to take up with the Publisher or his representatives any alleged violation of this Agreement. Under no circumstances shall there be any interference with the orderly processes of the Publisher during publication hours.

19.1 Should any grievance or controversy arise between the parties to this Agreement as to its correct interpretation, the same shall be referred to a committee consisting of representatives to be immediately named by the Publisher, and representatives to be immediately named by the Union. Any grievance or controversy not

referred to the committee within thirty (30) days from the date of occurrence shall become null and void.

19.2 All grievances, as defined and limited above, must be reduced to writing and must contain the following information:

- 1) Section and paragraph of the Agreement alleged to have been violated;
- 2) A statement of the grievance giving relevant facts, witnesses (if any or if known), dates and time of events, and specific adjustments desired;
- 3) Signature(s) of aggrieved employee(s) and/or signature of the Union representative, and the date signed.

19.3 Either party may within ten (10) calendar days after failure to adjust the grievance in Section 19.1, serve upon the other party a written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) calendar days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Federal Mediation and Conciliation Service submit a list of nine (9) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seventy-two (72) hours after its receipt, the Union and the Publisher shall alternately strike names, one at a time, until only one name remains and such remaining person shall be the sole arbitrator.

19.4 The award of the arbitrator shall be rendered in writing, together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement, and upon the complaining employee, or employees, if any. The sole and only function of the arbitrator shall be to decide if there was or was not a violation of the express provision or provisions of the Agreement and to fashion an appropriate remedy, in the event a violation of the Agreement shall be found to have occurred.

19.5 The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Publisher and the Union. All other costs and expenses shall be borne by the party incurring them.

19.6 The Publisher and the Union shall comply with the time limitations hereinbefore set forth, and either party shall have the right to insist that the time limitations be complied with; provided however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations hereinbefore set forth deprive the arbitrator of authority to decide the grievance.

19.7 All grievances as defined in this Section, shall be settled in accordance with the procedures

hereinbefore outlined, and there shall be no lockout, strike, interruption of work, slowdown or other interference with production during the life of this Agreement.

19.8 If an employee who has been discharged is found by the arbitrator to have been discharged for just cause he shall suffer the penalty. If the arbitrator finds that the discharge was not for just cause, the arbitrator shall have the power to reinstate the employee with or without back pay, less any offsetting earnings or unemployment compensation, as the arbitrator determines.

### **MANAGEMENT FUNCTIONS**

SECTION 20. All management functions, rights, authority or prerogatives which the Publisher has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Publisher. Such functions, rights, authority and prerogatives retained by the Publisher include, but are not limited to, the right to determine the kinds and levels of services to be provided and the means of providing them; to discontinue work or services; to establish and change work and safety rules; to create, change, combine departments or facilities in whole or in part; to build, move, modify or relocate facilities and work performed therein; to establish budget procedures and determine budgetary allocations; to discharge or discipline for sufficient and reasonable cause, subject to the provisions of this agreement; and to take action on any matter in the event of an emergency.

The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

### **MATTERS COVERED AND COMPLETE AGREEMENT**

SECTION 21. All matters not covered by this Agreement shall be deemed to have been raised and disposed of as if covered herein.

21.1 This Labor Agreement covers minimum wages, hours, and terms and conditions of employment and replaces any and all prior agreements, practices, benefits, plans, programs, understandings or any other term governing the relationship between the Publisher and the Union, whether written, oral or implied.

21.2 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.

21.3 The parties realize that not infrequently after agreements similar in part to this Agreement have been executed, one party thereto will contend that the other party has at some time during negotiations for or during the term of the Agreement orally agreed to amend, modify, change, alter or waive one or more provisions of the Agreement, or that by the action or inaction of such other party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed to and do hereby agree that no provision or terms of this Agreement may be amended, modified, changed, altered or waived except by a written document executed by the parties hereto.


### TERM

SECTION 22. This Agreement will become effective on the 1st day of April, 2021, and shall remain in effect until the 31st day of March, 2024. If either party wishes to terminate or modify this Agreement, such party shall give written notice more than sixty (60) days prior to the expiration date, as required by federal law. If notice is not given by one of the parties as above described, it shall be construed as a renewal of this Agreement for one year, and the Agreement shall run thereafter from year to year until opened for negotiations by the procedure described herein. Following receipt of such written notice, both parties shall meet to begin negotiations for a new or modified collective bargaining agreement to succeed the current one. In the event no agreement is concluded by the expiration date of March 31, 2024, all terms and conditions of this Agreement shall continue in effect on a day to day basis unless and until sixty (60) days after either party serves written notice on the other of its intent to terminate the day to day continuation of the Agreement.

IN WITNESS WHEREOF, the said parties by their representatives duly authorized to act have set hereunto their hands and seals, as dated below, this Agreement, to be effective on the 1st day of April, 2021. TA  
4/7/21

SEATTLE TIMES COMPANY

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 46

By   
Martin Hammond  
Sr. Director – HR/Labor Relations

By   
Sean Bagsby  
Business Manager

Date 4/29/21

Date 5-11-2021

**MEMORANDUM OF AGREEMENT**  
between  
**IBEW LOCAL #46**  
and  
**THE SEATTLE TIMES**

**Section 1. Purpose**

The undersigned parties enter into this Memorandum of Agreement in order to develop an "assignment of jurisdiction" procedure for new equipment described in Section 4 of this memorandum. The Seattle Times requires assurance of the repair and maintenance of this equipment, while IBEW Local #46 requires assurance that their members shall be provided reasonable evaluation and thereby opportunity to satisfactorily perform such maintenance and repair work.

**Section 2. Description of Circumstance**

Section 2 of the collective bargaining agreement describes the jurisdiction of IBEW Local #46. This has been historical language which by its terms and practice is subject to interpretation. The parties to this contract have entered into good faith negotiations on Section 2; The Seattle Times seeking clear understanding that only present equipment is under the jurisdiction of the Union, and the Union seeking clear understanding that present and future equipment is under the jurisdiction of the Union.

During the course of these negotiations, the parties have come to agree that due to the rapidly changing technology, some future work, arguably within the jurisdiction of the Union, would be performed by others, as current IBEW employees may not possess the technical skills or training or sufficient technical skills or training to maintain or repair such equipment. This also describes why some current maintenance and repair work is performed by vendors. The parties also agree that equipment or components of such equipment, which may be installed in the future, may be described by Section 4 of this memorandum.

**Section 3. Agreement**

Given our current circumstance and our mutual desires, the parties have set forth criteria and procedure in Section 5 which requires The Seattle Times' consideration and evaluation of Local #46 bargaining unit's ability to satisfactorily perform maintenance and repair work on equipment described in Section 4. If sufficient skills are not present or are not present in sufficient numbers of employees, The Seattle Times may assign maintenance and repair of such equipment in accordance with procedures set forth in Section 5 of this memorandum.

**Section 4. Description of Work Subject to Assignment by The Seattle Times**

Work performed on the following equipment, components or devices shall be assigned by The Seattle Times, subject to the limitations contained within this Memorandum of Understanding:

**"Equipment or components which include stored program devices, including their internal power supplies, and peripherals attached thereto or capable of communicating therewith."**

Section 5. Procedures to Determine Assignment

The following procedures shall be utilized by the foreman in determining the assignment of maintenance and repair work on equipment described in Section 4.

A. If requisite skills for performance of the maintenance and repair work do not exist in the unit, the work will be assigned either to another department or to an outside contractor to be selected by the Publisher.

B. If requisite skills for performance of the work exist with some members of the unit but do not exist across all operating shifts, the work shall be assigned to those individuals during their normal shifts. To cover all shifts with the required skills, the employee will change shifts if necessary to qualify under this section. When maintenance is required and those individuals are not available, the work may be assigned to another department or to an outside contractor.

C. If requisite skills for performance of the work are apparent or can be demonstrated across all operating shifts after appropriate training, the work on new stored program devices will be assigned to the electric shop. This assignment of work may be reevaluated if, in practice, the skill levels are not adequate to maintain the equipment across all operating shifts.

D. If requisite skills for performance of the work are apparent or are equal to those existing in other departments with comparable responsibility across all operating shifts, the work on new stored program devices will be assigned to the electric shop.


It is recognized that the overall skill levels of individuals and of the unit as a whole may change. In practice, some of the work on a given system may be shared between the electric shop and the technical services department or an outside contractor. As identical or similar equipment is added, the maintenance work shall be assigned to the electric shop if the skill levels are appropriate. In such cases, it is anticipated that some of the work may continue to be done on a shared basis, with the technical services department or an outside contractor.

Section 6. Relationship of this Memorandum to the Collective Bargaining Agreement

This Memorandum of Understanding is supplemental to the collective bargaining agreement and shall be the authority for the limited purpose stated in this memorandum and shall by this reference become incorporated in the Agreement.

SEATTLE TIMES COMPANY

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL #46

By   
Martin Hammond  
Sr. Director – HR/Labor Relations

By   
Sean Bagsby  
Business Manager

Date 7/9/21

Date 5-11-2021

ADDENDUM  
to the  
AGREEMENT  
by and between  
SEATTLE TIMES COMPANY  
and  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 46  
(Representing the Electricians)

April 1, 2017 through March 31, 2021

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THIS ADDENDUM is supplemental to the AGREEMENT by and between the SEATTLE TIMES COMPANY, hereinafter referred to as the Publisher, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46, hereinafter referred to as the Union.

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 or leased by or in the employment of 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 I 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 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 II            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 III            CONSENT AND COLLECTION PROCEDURES

- 3.1 The Publisher shall inform the employee that he has been observed in accordance with the procedures set forth within Article II, 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 II, 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 II, Section 2.2 of this ADDENDUM.

#### ARTICLE IV 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 II, 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 II 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 interests of the employee or the Employer's Substance Abuse Program, subject to the mutual agreement of the Union.

**ARTICLE V 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 VI 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 VII 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 VIII PROHIBITED SUBSTANCES**

- 8.1 The Employer 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	Phencyclidine
Barbiturate	Methaqualone
Cocaine	Propoxyphene
Marijuana	Lysergic Acid Diethylamide
Opiates	Monoacetyl Morphine
Benzodiazepine	.04 alcohol urine levels or breath alcohol levels
Methadone	

SEATTLE TIMES COMPANY

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

By   
 Martin Hammond  
 Sr. Director – HR/Labor Relations

By   
 Sean Bagsby  
 Business Manager

Date 4/21/21

Date 5-11-2021

## 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 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46, 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:

- I. 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.
- II. The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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 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:

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Dexterity:  
Standing/  
Walking

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Judgment/  
Decision Making

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Appearance:  
(Eyes, Clothing  
etc.)

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Non-Observed  
Incident

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Supervisor: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**TA Delete 3/30/21**