

**BEFORE THE
NATIONAL LABOR RELATIONS BOARD**

Chicago Tribune Co., LLC d/b/a Northwest
Indiana Post Tribune

Employer

and

Case 13-UC-148550

Chicago Newspaper Guild Local 34071
The News Guild/Communication Workers
Of America, AFL-CIO

Petitioner

Chicago Tribune Co., LLC d/b/a Lake County
News Sun

Employer

and

Case 13-UC-148555

Chicago Newspaper Guild Local 34071
The News Guild/Communication Workers
Of America, AFL-CIO

Petitioner

Chicago Tribune Co., LLC d/b/a Pioneer Press

Employer

and

Case 13-UC-148565

Chicago Newspaper Guild Local 34071
The News Guild/Communication Workers
Of America, AFL-CIO

Petitioner

**PETITIONER CHICAGO NEWS GUILD'S REPLY TO EMPLOYER'S STATEMENT
IN OPPOSITION TO THE GUILD'S REQUEST FOR REVIEW**

On July 9, 2015, Petitioner Chicago News Guild ("Guild") filed a Request for Review, asking the National Labor Relations Board to reverse the May 28, 2015 decision of the Regional Director for Region 13, which dismissed three unit clarification ["UC"] petitions. The Guild filed the three UC petitions to clarify the bargaining units at Pioneer Press, Lake County News Sun ("News Sun"), and the Northwest Indiana Post-Tribune ("Post-Tribune") – properties now owned by Chicago Tribune Co., LLC ("Chicago Tribune" or "the Employer").

On July 30, 2015, the Chicago Tribune filed an "Employer's Statement In Opposition To The Guild's Request For Review." In its Statement in Opposition, the Chicago Tribune makes three erroneous assertions.

First, on page 9 of its Statement in Opposition, the Employer asserted that the Guild failed to argue that there had been "recent, substantial changes in the positions" in question. This assertion is erroneous. The Guild did not address this issue in its Request for Review because the Regional Director did not dismiss the three UC petitions on the basis that the Guild failed to show recent and substantial changes. However, in its April 24, 2015 position statement submitted to the Regional Director, the Guild presented compelling evidence of recent and substantial changes in the work performed by the disputed unit positions at the three newspapers in question. Therefore, the Employer's argument that the Guild failed to argue that there had been "recent, substantial changes in the positions" in question has no merit.

Second, the Chicago Tribune contends that the Guild did not make clear prior to contract ratification that the inclusion of exempt job titles in a bargaining unit was an unresolved issue. This contention is false. The Guild entered into a contract with the Chicago Sun Times, the previous owner of the Pioneer Press, Post-Tribune and News Sun on or about December 6, 2013.

See Exhibit 1 to the Guild's Request for Review. At the time of contract ratification, the Sun Times and the Guild agreed to continue to negotiate unresolved unit placement issues at the three newspapers. See Exhibit 1 to the Guild's Request for Review. After the Tribune took ownership of the three newspapers on October 31, 2014, the Tribune and the Guild entered into an "Agreement for Extension of Negotiation Scope of Bargaining Units". See Exhibit 1 to the Guild's Request for Review. Pursuant to this agreement, the Tribune agreed to continue the negotiations over the unit placement issues begun by the Sun Times. See Exhibit 1 to the Guild's Request for Review. In the event the negotiations did not lead to an agreement, the Chicago Tribune also agreed that the Guild would have until March 20, 2015 to file a unit clarification petition. See Exhibit 1 to the Guild's Request for Review. Because no agreement was reached on the unit placement issues, on March 20, 2015 the Guild timely filed the three UC petitions at issue. Thus, the Employer's assertion that the Guild did not make clear prior to contract ratification that unit placement issues remained at issue is meritless.

Finally, without any evidentiary foundation, the Chicago Tribune states that during a March 5, 2015 session between the parties to discuss unit placement issues, "[t]he Guild was also informed that if it has any additional questions, it could access employee names and positions on its Workday program – the system used by the Chicago Tribune to provide information about Chicago Tribune employees."

The Guild's Executive Director, Craig Rosenbaum, was present at this March 5, 2015 meeting. His recollection is that no representative of the Chicago Tribune even alluded to the Workday program during that meeting, let alone stated that the Guild could access employee names and positions through Workday. *See Exhibit 1, Rosenbaum Affidavit at ¶¶6-9.*

Furthermore, the Employer's allegation that it informed the Guild at the March 5, 2015 meeting that the Guild could obtain the exempt names and corresponding job titles through Workday is undermined by the Employer's written responses to the Guild's subsequent requests for this information. On June 16, 2015, the Employer's Senior Counsel, Mindy Lees responded to a Guild request for the names and job titles/positions of all exempts in the three bargaining units. Instead of referencing any ostensibly available information on Workday, she wrote, "[w]e do not understand the relevancy of your request." *See* Exhibit 6 to the Guild's Request for Review. Two days later on June 18, 2015, Rosenbaum explained to Lees that the requested information was relevant because "[i]f the Guild takes the position that these titles/positions are not exempt, then it is our legal right and obligation to ensure that these individuals are covered under their respective CBAs." *See* Exhibit 6 to the Guild's Request for Review. Lees again responded that the Guild's request was irrelevant. She made no mention of the information being available on Workday, or that the Guild had already been informed by the Employer that it could obtain the requested job titles from that source. *See* Exhibit 6 to the Guild's Request for Review.

For these reasons, the Employer's assertion that the Guild was informed that it could access employee name and position information through its Workday program is without merit.

Conclusion

For the foregoing reasons and those submitted in its July 9, 2015 Request For Review, the Chicago News Guild's Request for Review should be granted, and the Regional Director's dismissal of the three unit clarification petitions reversed.

Respectfully submitted,

/s/ Barbara Camens
/s/ Michael Melick
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Dated: August 7, 2015

Certificate of Service

I hereby attest that I served a copy of Petitioner Chicago News Guild's Reply to Employer's Statement in Opposition to the Guild's Request for Review on Kristin Michaels and Anne D. Harris, counsel for the Chicago Tribune, and Peter Sung Ohr, Regional Director for Region 13, via electronic mail on August 7, 2015.

/s/ Michael Melick

EXHIBIT 1

AFFIDAVIT OF CRAIG ROSENBAUM

I am an adult resident and citizen of the State of Illinois. I am fully competent to testify and have personal knowledge of the following facts:

1. I am the Executive Director and General Counsel of the Chicago News Guild Local 34071 (hereinafter referred to as the "Guild" or "Chicago News Guild"). I have been the Executive Director since on or about April, 2011.
2. My duties include overseeing the day-to-day operations of the Chicago News Guild and its ten (10) bargaining units including the Guild represented properties of the Chicago Tribune (hereinafter "Tribune"), which are Pioneer Press, the Lake County News Sun and the Northwest Indiana Post-Tribune.
3. I served as the chief spokesperson for the Guild's negotiating committee during the most recent collective bargaining agreement negotiations between the Guild and Sun-Times Media, which resulted in an executed CBA on or about December 9, 2013.
4. Before the execution of the CBA, the parties discussed the scope of the bargaining units at all Guild-covered properties of the Chicago Sun-Times, including the Pioneer Press, Lake County News Sun, and Northwest Indiana Post Tribune. The parties were not able to agree on unit inclusion/exclusion issues before the execution of the December 13, 2013 CBA. However, the parties specifically agreed to continue discussions on this issue after the parties executed the CBA. The Guild and Sun Times had approximately six off the record negotiations to discuss the scope of the bargaining units after executing the CBA.
5. On or about October 31, 2014, Sun-Times Media sold its Chicago suburban properties to the Chicago Tribune ("hereinafter referred to as "Tribune"), including the Guild-covered properties of Pioneer Press, the Lake County News Sun and the Northwest Indiana Post-Tribune.
6. On or about March 5, 2015, the Guild and the Tribune met for the only off the record negotiation session over the scope of the three Guild-represented bargaining units. I attended this session as the chief spokesperson of the Guild.
7. I read the Tribune's July 30 "Statement In Opposition To The Guild's Request For Review." On page 4 of this document, the Tribune asserted that at the March 5, 2015 meeting to discuss scope of unit issues, the Company informed the Guild that it could access employee names and positions on its Workday program.

8. I have absolutely no recollection of any representatives of the Tribune ever alluding to the Workday program, let alone stating that the Guild could access titles through Workday.
9. In any event, at no time during the parties' March 5, 2015 off the record meeting did any of the representatives of the employer identify any of the titles of the exempts.

Under penalties of perjury, I declare that the statements contained in the foregoing affidavit are true to the best of my knowledge, information, and belief.



Craig Rosenbaum

8-7-15

Date