

# AGREEMENT

Between

THE DETROIT NEWS

and

NEWSPAPER GUILD OF DETROIT  
LOCAL NO. 34022

## ARTICLE I - Preamble

This Agreement is effective November 14, 2010, by and between The Detroit News, a division of Media News Group, Inc. hereinafter known as the "Employer", and The Newspaper Guild of Detroit acting for and on behalf of itself and on behalf of The Detroit News Editorial Department employees specified in Article II herein.

## ARTICLE II - Recognition

The Employer recognizes the Guild as the exclusive collective bargaining agent with respect to wages, hours and conditions of employment for all employees employed in the Editorial Department of The Detroit News, excluding guards, supervisors and confidential employees as defined under the Act, employees in The Detroit News Washington, D.C. Bureau and employees in other departments pursuant to certification issued by the National Labor Relations Board in Case No. 7-RC-12494.

## ARTICLE III - Jurisdiction

The jurisdiction of the Guild is defined as the work presently performed within the bargaining unit described in N.L.R.B. Certification 7-RC-12494, except that individuals not included in the bargaining unit may perform bargaining unit work. Employees assigned to perform tasks outside their customary duties will be given reasonable training including performance standards applicable to such tasks.

## ARTICLE IV - Union Membership

Union Membership: It shall be a condition of employment for all active employees who are members of the Union on the effective date of this Collective Bargaining Agreement to remain members of the Union for the term of this Collective Bargaining Agreement, and it shall also be a condition of employment for all employees who become members of the Union during the term of this Collective Bargaining Agreement to remain members of the Union for the term of this Collective Bargaining Agreement. The Detroit Newspaper Partnership shall furnish to the Union

within two (2) weeks of hiring a new employee, the name, address, and telephone number of such newly hired employee.

The Detroit Newspaper Partnership shall deduct each month from an employee's pay those amounts required for payment of his/her current Union dues and fees and shall remit such amounts so deducted to the Union on a monthly basis; provided however, no such deduction shall be made except as is permitted by law and specifically authorized by the effected employee.

#### ARTICLE V - Non-Discrimination

1. The Employer and the Guild agree that there will be no discrimination in hiring or the application of this Agreement because of race, creed, color, age, sex or national origin.
2. There shall be no discrimination against any employee because of his or her membership or activity in the Guild.

#### ARTICLE VI - Information to the Guild

1. Within fourteen (14) days after a new employee is hired, the Employer will notify the Guild of the employee's name, address, date of birth, hire date, classification, experience rating, social security number, race and sex.
2. The Employer shall notify the Guild within fourteen (14) days of terminations, retirements, deaths or salary or classification changes.

#### ARTICLE VII - Seniority - Job Security

1. No employee may be dismissed except for just and sufficient cause or to reduce the force. Just and sufficient cause may be interpreted to include repeated offenses against which the employee has been adequately warned. Copies of written disciplinary action will be given to the Guild.
2. An employee shall be probationary for ninety (90) days. The probationary period may be extended for up to ninety (90) days upon mutual agreement between the Employer and the Union. Thereafter, an employee shall be considered to have seniority dating back to the most recent date of hire and, if the employee is terminated for just and sufficient cause, such termination shall be subject to review in the grievance procedure.
3. Seniority is defined as length of continuous service with the Employer and shall entitle employees to those benefits expressly enumerated in this Agreement. An employee who leaves the bargaining unit after June 17, 1984, shall have his or her seniority frozen, for purposes of layoff and recall only, as of the date of leaving the bargaining unit. If that employee returns to the bargaining unit, seniority shall resume upon the date of return to the bargaining unit.

4. Employment shall be deemed continuous unless:
  - (a) An employee resigns,
  - (b) An employee retires,
  - (c) An employee is dismissed for just cause,
  - (d) An employee refuses to accept a recall to the classification from which the employee was dismissed,
  - (e) An employee remains dismissed for a period of time equal to the employee's seniority at the time of dismissal, up to a maximum of eighteen (18) months.
5. The Employer shall give the employee two weeks' notice of its intention to dismiss or, in lieu thereof, two weeks' pay, except for gross neglect or gross breach of duty, in which case discharge may be summary. If dismissed within the first ninety (90) days of employment, the employee shall not be entitled to notice or payment other than the wages due at the time of dismissal.
6. Upon dismissal an employee making written request within five (5) calendar days shall receive a written statement of the cause of discharge.
7. Dismissal to reduce the force and discharges made during the first ninety (90) days of employment shall not be subject to review by the Joint Standing Committee.
8. The Employer agrees not to have or enter into any agreement with any other publisher or employer not to offer or give employment to employees of the Employer covered by this Agreement.
9. Employees dismissed to reduce the force shall be dismissed in inverse order of seniority within the classification or classifications involved. Such employees shall be placed on a rehiring list and, if vacancies occur, shall be given opportunity to report for work in order of seniority by classification before new employees are hired.
  - (a) An employee who is laid off shall have the privilege of replacing the least senior employee in any classification in which the laid off employee previously worked or is competent to perform the job. For purposes of this clause, a part-time employee who was previously employed full time may replace the least senior employee in any classification in which the employee worked full time. For purposes of this clause, only time in the classification to which the laid off employee is transferring shall be considered in determining the right to replace.
  - (b) In the event of a layoff, the publisher may exempt seven (7) persons from layoff. On November 6, 2012, the number of exemptions shall increase to eight (8).
10. For the purpose of layoff and recall only:

- (a) In the event of lay off, no part-time employees may be employed in the affected classifications where such employment would eliminate a regular full-time employee.
  - (b) Full-time employees shall have a seniority date from the first day of employment in the bargaining unit as a full-time employee.
  - (c) Part-time employees shall have a seniority date from the first day of employment in the bargaining unit as a part-time employee. A part-time employee who subsequently becomes a full-time employee shall establish a seniority date as outlined in (b) above.
11. Employees who are recalled to the classification from which they were laid off will be reinstated at their salary at the time of layoff plus any general wage increases which may have become effective in the interim.
12. Laid off full-time employees may bump into a classification in which they were previously employed. Laid off part-time employees may bump into a full-time classification in which they were previously employed. For this purpose only, full-time service will count.

#### ARTICLE VIII- Grievance Procedure

1. A grievance shall be defined as an alleged violation of the terms of this Agreement.
2. A grievance shall be submitted only by a written notice setting forth the facts giving rise to the grievance, the grounds for the complaint and the relief requested.
3. In order to be timely, a grievance must be submitted within fourteen (14) calendar days [twenty-one (21) calendar days in the case of discipline or discharge, following the date on which an aggrieved employee, the Company or the Guild knew or reasonably could have known of its occurrence.
4. The Joint Standing Committee shall consist of not more than three (3) members appointed by the Guild and three (3) members appointed by the Employer and shall meet within ten (10) calendar days following receipt of a timely written appeal. If the Joint Standing Committee is unable to resolve a grievance, either party may, within forty (40) calendar days thereafter, appeal the grievance to arbitration. Grievances not appealed to arbitration within such forty (40) calendar days shall be considered settled based upon the Employer's answer in the Joint Standing Committee.
5. Any of the time limits specified in this Article may be extended by mutual agreement in writing.

6. Upon mutual agreement, the parties will meet and consider such steps as may be appropriate to expedite the arbitration of a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance of hearing, requesting bench decisions or taking such other steps as they may find acceptable for the grievance in question.
7. Unless the parties agree otherwise, the arbitrator to decide a grievance shall be selected from the following panel in rotating order: Mark Glazer, Paul Glendon, Michael Long, John Lyons, and Pat McDonald.
8. The arbitrator shall not have power to alter, amend, modify, add to or subtract from any provisions of this Agreement. The Company and the Union shall be bound by the rules of the American Arbitration Association.
9. The fees and expenses of the arbitrator and the rental, if any, of the quarters in which the arbitration hearing is held shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Guild; all other expenses of arbitration, including those of witnesses or representatives of the parties, shall be paid by the party incurring them.
10. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right to access to the record.

#### ARTICLE IX - Leaves of Absence

1. By agreement with the Employer, employees may be granted leaves of absence. Leaves of absence under this Article shall not constitute breaks in continuity of service, but time spent on such leaves in excess of thirty (30) consecutive calendar days shall not be considered service time for accruing benefits, and employees' seniority shall be adjusted according to the time spent on leave of absence in excess of thirty (30) consecutive calendar days. Employees shall be reinstated in the same or a comparable position and at the same salary plus any general wage increases which may have become effective in the interim upon expiration of all such leaves. Notwithstanding anything to the contrary in this sub-section, if in the judgment of the Publisher an employee's leave of absence is for professional growth, the employee shall continue to accrue benefits for the duration of the leave. Where required, The Detroit News will make the appropriate contributions to benefit plans in order to provide this benefit.
2. The Employer will, upon advance written request, grant union business leaves for up to two (2) employees at any one time. One (1) additional union business leave for a maximum of three (3) will be granted in the event a member of the bargaining unit is appointed or elected to full-time local or international position in the Guild. Additional

leaves for union business may be granted at the discretion of the Employer.

Insofar as practical, the Employer will arrange days off for employees elected to local Guild offices, so that they may attend Guild meetings.

3. Any employee with six (6) months' service with the Employer, upon the death of a member of his or her immediate family, shall receive a three (3) day leave with pay for days when otherwise scheduled to work. The employee shall designate when such leave shall start.

The immediate family shall consist of father, mother, spouse, children, sister, brother, step-children, step-parents, grandparents, grandchildren, father-in-law and mother-in-law.

4.
  - (a) Any full-time employee subject to induction and who volunteers for or is inducted into the services of the armed forces of the United States or its military auxiliaries and who, at the termination of such service is discharged honorably or otherwise honorably released, and makes application for re-employment within ninety (90) days after release from such service, shall be restored to his or her former position or to a position of like seniority, status and pay and with accumulated severance rating, if he or she is still qualified to perform the duties of such position, unless the Employer's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee is not qualified to perform the duties of his or her former position, he or she shall be given such other position as may be available and which he or she is capable of performing and shall be paid the established wage for such position. The severance rating of such employee may not be impaired by reason of his or her absence in military service or disabilities resulting from such service.
  - (b) Employees on military leave shall be considered as having been on leave of absence during such period of service and shall be entitled to participate in all benefits offered by the Employer pursuant to established rules with the Employer at the time the employee entered military service.
  - (c) This clause shall not require the Employer to restore a position which may have been terminated.
5. Sick Pay – Active regular, full-time or part-time employees (scheduled to work 25 hours each week) are eligible to receive sick pay when absent from work due to illness or injury or to care for ill or injured dependents (spouse, child, parent).
  - (a) If an employee is going to be absent, his/her manager should be advised by telephone as far in advance of the employee's starting time as possible to explain the reason for the absence and expected return to work.

- (b) From the date of employment until December 31 of the same year, employees accrue one day of sick leave for every 20 days of work, up to maximum of seven (7) days for the year. Beginning the first January 1 employees are employed, they are eligible for seven (7) days of sick leave to be used over the course of that calendar year.
  - (c) Unused sick leave does not carry over from one year to the next. If an employee leaves the Company, he/she will not be paid for any unused sick leave.
  - (d) Employees will be paid 100% of the base salary for up to seven (7) sick days each calendar year. This is intended for occasional and emergency personal and dependent illnesses. Absences exceeding five consecutive working days are covered under the Short Term Disability program.
6. Short Term Disability – Regular, full-time employees and benefit eligible part-time employees who are absent from work for more than five continuous days due to an illness or injury that prevents them from working may be eligible to receive Short Term Disability (STD) benefits.
- (a) STD benefits are provided in the form of salary continuation based on an employee’s length of service for a period of up to 25 weeks during any 12-month period. Accrued sick days and/or vacation days must be used to cover the days absent during the waiting period of five working days. If accrued sick days or vacation days have already been taken or scheduled, the absence during the waiting period will not be paid.
  - (b) Claims for short-term disability payments will be submitted by the employee to a third party administrator selected by the employer using designated forms. The plan administrator will review eligibility and medical necessity as substantiated by the employee’s physician and provide a determination to the employer on sick leave payments. Payments will be according to the following schedule based on length of service and available paid short-term disability time.

<b>Length of Service</b>	<b>Weeks payable at 100% of weekly pay</b>	<b>Weeks payable at 60% of weekly pay</b>
<b>Less than 1 year</b>	<b>Not available</b>	<b>Not available</b>
<b>1 – 5 years</b>	<b>0</b>	<b>25</b>
<b>6 – 10 years</b>	<b>5</b>	<b>20</b>
<b>11 – 15 years</b>	<b>10</b>	<b>15</b>
<b>16 – 19 years</b>	<b>15</b>	<b>10</b>
<b>20+ years</b>	<b>25</b>	<b>0</b>

- (c) The employer will not be part of the review process in determining medical necessity for sick leave. In situations where the employee does not agree with the determination of the third party administrator, he or she may follow the formal appeal process outlined by that plan administrator. The Company, at some point in the future, may become self-insured for these benefits.
- (d) In the event that an employee is absent from work for two or more unrelated illnesses or injuries during the same 12-month period and have not exhausted the 25 weeks of STD benefits, the employee must complete another waiting period of five continuous working days of absence before STD benefits will commence. For a related illness, the five-working day period is waived.
- (e) When the employee is released to return to work from a medical leave, he/she must notify their supervisor and provide a written recommendation from the employee's physician of their eligibility to return to work with or without restriction. Human Resources must be notified prior to return to work if restrictions are required.
- (f) The company cannot guarantee any position to employees who are absent for longer than 12 weeks in any 12-month period due to Family and Medical Leaves, Short Term Disability leaves or any other leaves. The placement of an employee at the end of such extended leaves will be subject to the length of the leave, the nature of the employee's job, business conditions, staffing needs and the availability of openings for which the employee is qualified as determined by the company. If the employee's position is no longer open, efforts will be made to provide an appropriate alternative position before a reduction in the work force becomes necessary.
- (g) Employees working a scheduled four-day work week shall receive sick leave with full pay on a pro-rata basis as to a person on a five-day schedule, within each calendar year provided such employee complies with the above requirements.

#### ARTICLE X - Hours of Work and Overtime

1. (a) All regular full-time employees shall work five (5) days (or nights), each day (or night) consisting of seven and one-half (7-1/2) hours exclusive of meal periods. Time and one-half (1-1/2) shall be paid for all authorized overtime worked in excess of seven and one-half (7-1/2) hours in any one shift or in excess of thirty-seven and one-half (37-1/2) hours in any one work week except that an employee who works over seven and one half (7-1/2) hours in any day or over thirty-seven and one half (37-1/2) but less than forty (40) hours in any week may, at the employee's option, accumulate such excess hours to be taken as paid leave at a time mutually agreed between the employee and his/her supervisor. Lunch

periods shall be scheduled by supervisors in consultation with the affected employees. Days for which employees are compensated under the sick leave provision in Article IX, Section 3, shall be considered time worked for the purposes of determining eligibility for overtime pay.

- (b) Insofar as practical, employees shall be given two (2) weeks' notice by the Employer of changes in their schedules. No employee shall be scheduled to work a regular shift requiring his or her return to duty less than twelve (12) hours after his or her previous scheduled shift ends.
  - (c) Reporters, columnists and cartoonists who qualify as professionals within the meaning of Federal wage and hour laws may, at their option, apply annually to be salaried and exempt from overtime. Any such employee so applying may be offered a salary. The salary offered will take into consideration the overtime, if any, that the employee has worked in the past and is anticipated to work in the future. An employee who accepts such offer shall, for the calendar year, be exempt from the requirement of overtime. At the conclusion of the calendar year the employee may opt to be reclassified as non-exempt with an appropriate adjustment in salary and prerequisites.
- 2.
- (a) The parties agree that, on a trial basis, the Publisher may schedule 4-day work weeks for page designers, digital editors, wire editors and copy editors. Two weeks' advance notice shall be given to change from a 5-day schedule to a 4-day schedule or *vice versa*. In the event that not all employees in these classifications are scheduled for a 4-day work week, the 4-day work week will be offered first to employees in seniority order. The Publisher and the Guild will meet to review the success of this trial no later than one year after any 4-day work week is implemented, and either party may terminate this trial after the one-year period upon giving 30 days' notice to terminate.
  - (b) The regular work day for employees on the 4-day work week schedule shall consist of 9 hours and 15 minutes, exclusive of meal periods. Employees will receive one 15 minute paid break during such shift. Time worked in excess of 9 hours and 15 minutes during a shift shall be compensated at the overtime rate.
  - (c) Insofar as an employee's eligibility to receive contractual benefits is concerned, an employee who works a scheduled four (4) day work week shall be treated on the same basis as an employee working a five (5) day work week period. An employee working a scheduled four (4) day work week shall be credited with working 1.25 shifts per day for benefit purposes, except that such employee shall not be entitled to any greater benefits than an employee working five (5) day work schedule.

- (d) Employees on a 4-day work week will receive two consecutive days off and the Publisher will attempt to provide three consecutive days off.
- (e) Nothing in this Article shall prohibit the Publisher from scheduling overtime shifts as it deems necessary.

#### ARTICLE XI - Transfers and Promotions

1.
  - (a) The Employer shall continue the practice of advancing employees where vacancies occur, where practicable in the judgment of the Employer, and shall consider experience and length of service with the Employer among factors in determining qualification of employees for filling vacancies.
  - (b) When a vacancy arises in the Guild jurisdiction, before seeking applicants from outside The Detroit News work forces, the Employer will post a description of the opening on all Guild bulletin boards. Written applications and statements of credentials will be accepted from interested applicants in the Guild bargaining unit, and such applications timely submitted to the Publisher will receive the Employer's consideration before the position is staffed.
2. Any employee regularly engaged in more than one classification of work, except for a maximum of four (4) weeks during the vacation period, or in an emergency, or while temporarily substituting for an employee on sick leave, shall receive not less than the minimum wage for the higher classification, providing that the employee devotes in excess of twenty percent (20%) of his or her time to work in the higher classification.

#### ARTICLE XII - Management

The Employer reserves the right to manage the business in all its phases and details, including but not limited to the right to assign work in accord with its requirements, to establish work schedules, to transfer employees and to take such other legitimate business action not limited by the Agreement, as it may deem necessary to improve efficiency or the quality of the editorial product. This includes but is not limited to assigning employees on a non-exclusive basis to news and information projects of any type or nature including but not limited to those involving television, radio, CD-Rom, interactive media, research services and on line.

#### ARTICLE XIII - No Strike - No Lock-out

The Guild and its members, individually and collectively, agree that during the term of this Agreement that they will not authorize, cause or engage in any strike, slowdown or other interference with production. The Employer agrees that there will be no lock-out during the term of this Agreement.

#### ARTICLE XIV - New or Changed Classifications

Should the Employer create a new classification or alter an existing classification to the extent that materially greater skills and responsibilities are required, the Employer will meet with the Guild to negotiate the appropriate salary.

#### ARTICLE XV - Part-Time Employees

Part time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for that employee's classification and experience.

Part-time employees hired after October 13, 2003, who regularly work twenty-five (25) hours per week or more will be entitled to medical and life insurance benefits and will be entitled to other benefits on a pro-rata basis. Part-time employees hired prior to October 13, 2003, will be governed by the prior agreement regarding hours regularly worked.

#### ARTICLE XVI - Vacations

1. The parties have agreed to change from the previous accrual method for vacations in the previous collective bargaining agreement to the procedure outlined in Article XVII. Any employee who had accrued vacation in excess of two weeks has been paid for the excess. The two weeks of extra vacation created by this change will be scheduled over the next two years in accordance with the regular procedure by which employees schedule vacation. Any employee who takes vacation during a year but then leaves the employment of the company prior to having earned the appropriate vacation entitlement will have the value of the unearned portion deducted from his/her final paycheck.
2.
  - (a) From the date of hire until the next January 1, the employee may take one day of vacation for every twenty-five (25) days worked, up to a maximum of ten (10) days. In subsequent years, vacation eligibility will be as follows:
  - (b) Employees with less than two (2) years service with the Employer as of December 31 of any year shall accrue vacation during that calendar year at the rate of one (1) day's vacation with pay for each twenty-five (25) paid working days, or major fraction thereof, provided no employee with less than three (3) years service shall accrue more than two (2) weeks' [ten (10) working days] vacation in any one (1) calendar year.
  - (c) Employees with more than three (3) years service and less than five (5) years service with the Employer as of December 31 of any calendar year shall accrue vacation during that calendar year at the rate of one (1) day's vacation with pay for each sixteen (16) paid working days, or major fraction thereof, provided no such employee shall accrue more than three (3) weeks' (fifteen (15) working days) vacation in any one (1) calendar year.

- (d) Employees with more than five (5) years service with the Employer as of December 31 of any calendar year shall accrue one (1) day's vacation with pay for each twelve (12) working days, or major fraction thereof, provided no employee with more than five (5) years of service shall accrue more than four (4) weeks' (twenty (20) working days) vacation in any one (1) calendar year.
3. Annual paid vacations shall be based on total service with the Employer. Days spent on leave of absence of three (3) months or less shall be counted as working days for the purpose of computing vacation credits. Vacations shall be pro-rated on the basis of actual time worked for years in which a leave of more than three (3) months is taken.
  4. A vacation must be completed within the calendar year in which the employee is eligible to take such vacation. Vacations shall not be cumulative from one year to the next.
  5. No employee shall be required to accept a vacation at any time except between May 1 and October 31. This clause shall not be construed, however, to prohibit winter vacations by agreement between the employee and the Employer. An employee entitled to a fourth (4<sup>th</sup>) week of vacation shall receive such fourth (4<sup>th</sup>) week at a time subject to approval of the office. The Employer will endeavor to schedule such fourth (4<sup>th</sup>) week as requested by the employee.
  6. In the event of termination of employment, accrued vacation shall be liquidated in cash. Any employee with more than six (6) months service, who terminates his employment, voluntarily or otherwise, shall be entitled to and receive vacation pay earned in the current calendar year, less any vacation paid for in the current calendar year.
  7. For the purpose of this Article, paid working days are defined as "days for which the employee is paid excluding paid vacation time."

#### ARTICLE XVII - Holidays

The following day or days observed as such will be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. An additional holiday can be taken on Martin Luther King's birthday, the employee's own birthday or at such other time mutually agreed upon between the employee and his or her supervisor.

When a holiday falls on an employee's scheduled day off, the employee will be granted an additional day off within thirty (30) days after the holiday or be paid an additional day's pay at the employee's option. When a holiday falls within a vacation period, the employee will be granted an additional day of vacation, an additional day off within thirty (30) days of his or her return to work, or be paid an additional day's pay at the employee's option.

When an employee is required to work on a holiday, she or he shall be paid double time for all

hours worked on the holiday.

To be eligible for holiday pay an employee must work the scheduled day before and day after the holiday unless excused by the Employer.

ARTICLE XVIII - Classifications and Wages

1. No employee shall receive less than the appropriate rate of pay set forth in the schedule below with all weekly rates in effect October 13, 2003:

Years of Experience

**PAY GROUP 1 JOB CLASSIFICATIONS:**

**REPORTER, PHOTOGRAPHER, ARTIST:**

<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Fourth</u>	<u>Fifth</u>
562.28	629.24	719.02	764.71	796.49

**PAY GROUP 2 JOB CLASSIFICATIONS:**

**COPY EDITOR, DIGITAL EDITOR, REWRITE, PAGE DESIGNER:**

<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Fourth</u>	<u>Fifth</u>
586.16	640.91	734.10	777.00	808.16

**PAY GROUP 3 JOB CLASSIFICATIONS:**

**WIRE EDITOR, PICTURE SUPERVISOR:**

<u>First</u>
834.69

**PAY GROUP 4 JOB CLASSIFICATIONS:**

**DEGREE LIBRARIAN:**

<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Fourth</u>	<u>Fifth</u>
598.47	636.04	699.45	714.24	737.86

**PAY GROUP 5 JOB CLASSIFICATIONS:**

**EDITORIAL ASSISTANT, SECRETARY C:**

<u>First</u>	<u>Second</u>	<u>Third</u>
524.93	555.49	591.04

**PAY GROUP 6 JOB CLASSIFICATIONS:**

**CLERK:**

<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Fourth</u>
442.80	454.52	475.27	492.32

**PAY GROUP 7 JOB CLASSIFICATIONS:STUDENT INTERN\***

First

524.93

The parties agreed to remove the job classifications of TV log assistant, photo file room head, steno B, CRT coordinator, make-up editor, reference clerk, cataloguer and messenger from the above listing of job classifications because the job classifications are not filled. However, this is not intended to change the scope of the bargaining unit or work jurisdiction set forth in Articles II and III of this Agreement. If such job classifications are filled in the future, they will be added to the job classifications set forth above and placed within their previous pay group.

\*Interns will be limited to six (6) months actual employment except for part-time interns and interns working in the Lansing Bureau who will be limited to twelve (12) months.

2. Temporary employees are covered by this Agreement and will be paid at the wage minimum based upon their individual experience and job classification.

Temporary employees may be hired for a period not to exceed one hundred and twenty (120) consecutive days.

Temporary employees who become permanent employees will have their actual hours worked as temporary employees credited to them for purposes of seniority.

3. In the application of the foregoing schedule of minimums, experience on the editorial schedule, shall include work on English language newspapers, news syndicates, news magazines, news photo services, city news bureaus, national news services and other comparable work.

In the application of the foregoing schedule of minimums to messengers and reference clerks, the term "experience" shall mean experience in comparable work.

4.
  - (a) Employees of the bargaining unit assigned to non-bargaining unit duties shall be paid at a premium of fifteen dollars (\$15.00) per shift spent on such assignments.
  - (b) The assignment of such duties shall be by mutual consent between the Employer and the employee.
  - (c) Bargaining unit employees receiving an assignment to perform non-bargaining unit duties shall continue to remain members of the bargaining unit fully covered by this Agreement.
5. To give employees tryouts for possible promotion, the Employer may transfer an

employee to any position covered by this Agreement, for not more than six (6) months, provided that such employee is paid not less than the minimum for the classification to which he or she is transferred and, further, provided that in no event shall such transfer result in any reduction in pay. In the event such transferred employee is found not qualified to continue in the position for which the employee was tried, the employee may be returned to the employee's former position and status in accordance with the provisions of this Agreement. The Guild office shall be notified at the time that any employee starts a tryout under the terms of this section.

6. The right of any employee to bargain individually with The Detroit News for wages or conditions better than the minimum standards set forth in this Agreement is expressly recognized. The Detroit News agrees not to bargain with any individual for, or enter into any agreement providing either a salary or condition less than the minimum set forth herein.
7. In addition to the wages specified above, the Employer will contribute Forty-five Dollars and Thirty Cents (\$45.30) per employee per week into The Guild International Pension Plan.
8. Diversions: Within fifteen (15) days of ratification and on each of the subsequent two anniversary dates each union may elect to exercise diversions for the items below, provided the Publisher must be notified in writing sixty (60) days prior to the effective date in order to implement any diversions.

Diversions may be made for:

Pension  
Life Insurance  
S & A  
Retiree Medical Insurance Contribution

9. Performance reviews on employees covered by this contract will be performed at least annually. One use of the performance review is to aid in the determination of whether a merit increase should be granted. A Guild member who reasonably believes that an interview in the review process might result in discipline shall have the right to have a Guild representative present during such interview. The Guild may, on behalf of a member feeling aggrieved by his or her review, file a grievance concerning the review, including the reasonableness of standards applied to the employee, the manner in which the standards were applied and actions of the employer based on the review. Such grievances shall be arbitrable, except that the amount of a merit increase and whether one should have been granted will not be subject to arbitration.
10. Special Assignments: Employees may perform special assignments outside their normal classifications or duties. The assignment must be mutually agreed upon between

the employees and their supervisors, including agreement on the assignment, budget for the number of hours to be paid, and whether expenses will be reimbursed. For such assignments, employees will be paid \$30 per hour (or \$45 per hour if on overtime), with a \$100 minimum payment.

ARTICLE XIX- Life Insurance

The Company will provide \$35,000.00 group term life insurance to retirement. Employees will be eligible for this insurance the first of the month following employment. Retirees will be provided \$1,500.00 coverage upon retirement.

ARTICLE XX – Health Care Program

**ACTIVE EMPLOYEE COVERAGE**

1. Continue with Health Alliance Plan (HAP) as the medical provider for represented employees. Exceptions limited to those originally grandfathered and those who have a primary work location outside of the HAP coverage area. These exceptions can participate in the Empire PPO plan on the same basis as past practice.
2. Effective January 1, 2011, bargaining unit employees will participate in the health insurance plan, including providers and plan design, as described and set forth in the attachment to this collective bargaining agreement.

The Employer will maintain this same plan design thereafter for the duration of this collective bargaining agreement; provided the same plans continue to be offered by the same providers; if the current providers should cease to exist or not longer offer the same plans of coverage, the parties will reopen this contract section to negotiate replacement plans and/or providers.

3. Effective January 1, 2011, employee monthly contributions shall be as follows:

Annual compensation less than \$35,000 -	14% of total program cost
Annual compensation between \$35,000 and \$75,000 –	20% of total program cost
Annual compensation greater than \$75,000 -	24% of total program cost

Effective January 1, 2012, employee monthly contributions shall be as follows:

Annual compensation less than \$35,000 -	18% of total program cost
Annual compensation between \$35,000 and \$75,000 –	24% of total program cost
Annual compensation greater than \$75,000 -	27% of total program cost

4. A “Spousal Surcharge” of \$150 per month (when applicable) will be effective for 2007 and subsequent years.
5. A “Smoker’s Surcharge” of \$60 per month will be effective for 2007 and subsequent years.
6. Eligibility for regular full-time employees shall commence on the first of the month following the completion of three (3) months of employment.  
Amounts collected from the above surcharges will be used to reduce the subsequent year’s increase in health care premiums for the purpose of calculating the employee’s contributions in 3 above.
7. Eligibility for regular part-time employees hired prior to October 13, 2003 shall commence on the first day of the first month of the quarter immediately following any quarter wherein the part-time employee received no less than two hundred fifty (250) hours compensation. A “quarter” for purposes of this article shall mean any of the following three-month periods: January, February, March; April, May, June; July, August, September; October, November, December. If an individual works one thousand (1,000) or more hours in a calendar year, he/she shall automatically qualify for insurance coverage in the following year.
8. Eligibility for regular part-time employees hired on or after October 13, 2003, shall commence on the first day of the first month of the quarter immediately following any quarter wherein the part-time employee received no less than three hundred twenty-five (325) hours of compensation; provided however, for those newly hired part-time employees not hired on the first work day of any given quarter, initial eligibility shall commence on the first day of the month following the completion of a quarter wherein the newly hired part-time employee would have worked three hundred and twenty-five (325) hours of compensation if he/she had been hired on the first day of the quarter. A “quarter” is as defined in J above. If an individual hired on or after October 13, 2003 works one thousand, three hundred (1,300) or more hours in a calendar year, he/she shall automatically qualify to participate in the health insurance program for the following year.
9. Employees who are covered by the Company health care program who are unable to work as a result of illness or accident either of a personal or compensable nature under the Michigan Workers Compensation Statute shall be allowed to continue to participate in company health and life insurance programs for a period not to exceed one (1) year at the appropriate employee cost, after which the individual would be eligible for COBRA coverage.

## RETIREE MEDICAL COVERAGE

10. For the purpose of medical insurance and life insurance, retirees are those employees hired prior to October 13, 2003 who retire from employment with at least ten (10) years of credited service, including disability retirement, under any Plan(s) in which the Company participates. Notwithstanding the foregoing, retirees already participating in the Company's medical insurance and life insurance program who have less than ten (10) years, but who have five (5) or more years of credited service, shall continue to be eligible for participation in the Company's medical insurance and life insurance programs.
11. The Company will continue to contribute no more than \$3,200 per year (\$266.66 per month) for an individual retiree's (present and future) health care cost. The retiree may choose coverage as follows: Under age 65 - HAP or Empire PPO; Over age 65 - HAP or a Comprehensive Major Medical Plan.
12. Effective January 1, 2011, the Company will make the same changes to the retiree health care plans for retirees not eligible for Medicare as made to the plans for active employees, including the change in prescription drug co-pays. Both parties recognize that changes to retiree plans may be somewhat different because of government regulation
13. The Company shall continue the practice regarding medical coverage for surviving dependents of deceased employees and retirees. Specifically, upon the death of an employee or retiree, the surviving spouse and dependent children shall be afforded the opportunity to continue the group medical insurance for a period of two (2) years at the same cost otherwise available to the employee or retiree were he/she alive.
14. Retirees and their dependents, who otherwise meet eligibility requirements of the plan, can re-enter the plan at open enrollment or due to loss of coverage (except for non payment of premiums) or due to a life changing event where re-entering is allowed under I.R.S. regulations so long as they present proof of continued credible coverage.
15. Any employee hired after October 13, 2003, will not be entitled to participate in the health care program for retirees.
16. Effective October 13, 2003, retirees are not eligible for dental or optical coverage
17. Effective October 13, 2003, dependents cannot be added to coverage after retirement, e.g., a new spouse, guardianship or adoption.
18. The Company shall continue its practice of permitting a portion of the employees' wages to be diverted into a reserve used to supplement the retiree's monthly premium. Additionally and/or alternatively, the Union may contribute monies into such reserve from its treasury.

19. Should the Company elect to change health care providers and/or programs, benefits reasonably comparable to the plans provided for herein shall be offered.

#### ARTICLE XXI - Severance Pay

Seniority employees terminated for other than just and sufficient cause or employees who elect to terminate their employment rather than go on a recall list when laid off shall be entitled to severance pay in the amount of one (1) week's salary for each six (6) months, or a major fraction thereof, of continuous employment, not to exceed a maximum of twenty six (26) weeks. Employees whose recall rights are exhausted in accord with Article VIII, Section 4(e) herein, or employees who elect to terminate while on the recall list will be entitled to receive the amount of severance they were eligible for on the date they were laid off.

#### ARTICLE XXII - Auto Allowance

An employee who uses his or her car in the service of the Employer shall, effective January 1, 2011, be compensated at the IRS mileage reimbursement rate for the duration of this contract.

#### ARTICLE XXIII - Stringers and Freelance

The Employer retains the express right to purchase editorial material and services from freelance writers and/or photographers.

#### ARTICLE XXIV - General Provisions

1. If any provision of this Agreement shall be or become invalid or violate the provisions of any federal or state law, the remainder of the contract shall not be affected thereby.
2. Five bulletin boards in the editorial office at 615 Lafayette Boulevard and one bulletin board in all bureau offices and the North Plant Editorial department will be made available only for the posting of Guild notices, announcements and bulletins. It shall be the responsibility of the unit chairperson to ensure the enforcement of this provision.
3. The company 401(k) plan will continue for the term of this contract.
4. The Company may implement bi-weekly payment of wages as well as direct deposit of paychecks to a financial institution. Efforts to resolve pay discrepancies will be made by the next business day.

#### ARTICLE XXV - Duration

This Agreement shall become effective on November 14, 2010, and shall remain in full force and

effect for until November 13, 2012, **2010**

IN WITNESS WHEREOF, the Employer and the Union cause these presents to be duly executed as above written.

THE DETROIT NEWS

NEWSPAPER GUILD OF DETROIT  
Local #34022

*Kristi D. Plain*

*Louis J. Mieczko*

*Santiago Esparza*

## **Side Agreement #1**

### AGREEMENT

The following benefits will be maintained during the life of the agreement.

- Spending Account
- Education assistance program
- Travel accident insurance
- Employee assistance program
- Employee subscription program
- Employee classified ad discounts
- Matchmaker Program

**Side Agreement #2**

AGREEMENT ON ELECTRONIC PHOTO DESK AND ELECTRONIC DEPARTMENT

This will confirm our agreement in contract negotiations concerning the electronic photo desk and the electronic departments.

The electronic photo desk does not add to or reduce the jurisdiction of the Guild. Individuals not included in the bargaining unit and bargaining unit employees will utilize the electronic photo desk.

There are two exempt supervisors in the electronic (on-line) department.

**Side Agreement #3**

May 1, 1992

Mr. Donald Kummer  
Newspaper Guild of Detroit  
Local 22  
3300 Book Building  
Detroit, MI 48226

Dear Mr. Kummer:

This will confirm our agreement reached in contract negotiations.

A four (4) person committee will be appointed to review objections to performance appraisals. The committee will consist of two (2) members from the Union and two (2) members from management.

Very truly yours,

THE DETROIT NEWS

## **Side Agreement #4**

In joint bargaining, the parties bargained a wage reduction and a wage freeze for the duration of the agreement. This letter clarifies certain issues concerning relation of that agreement to certain contract provisions.

- Wage Step Progression:
  - The steps in the minimum scale wage progressions set forth in Article III will not be reduced by the wage reductions agreed to in joint bargaining. However, individuals currently on the steps of the progression will, upon ratification, be moved to their proper steps in the progression and then the agreed-upon wage reduction will be applied. When such person achieves any succeeding steps of the progression, the agreed-upon reduction will be applied to the wage rate at that step.
- Job Changes:
  - In the event of a promotion, significant change in job assignment or issue of retention, the Company may provide a wage increase in the exercise of its rights under Article XVIII(6) but is not required to do so.

