

AGREEMENT

between

**DETROIT FREE PRESS, INC.
for
THE DETROIT FREE PRESS**

and

NEWSPAPER GUILD OF DETROIT

This Agreement made **effective November 14, 2010**, between Detroit Free Press, Inc. for and in behalf of the Detroit Free Press, hereinafter known as the Publisher, and the Newspaper Guild of Detroit, acting for and in behalf of itself and all employees in the Editorial department of the Detroit Free Press except as hereinafter provided in Article I.

WITNESSETH

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

ARTICLE I - JURISDICTION

- A. Positions excluded from the application of this Agreement as agreed upon between the parties, are reflected in Attachment I.
- B. Those employees of the Washington Bureau of the Detroit Free Press who have been or may in the future be transferred to Washington from positions on the Detroit Free Press staff covered by this Agreement, shall continue to be covered by all of the clauses of this agreement as if they were employed in Detroit.
- C. Jurisdiction
 - 1. The jurisdiction of the Guild in Editorial department is defined as the kind of work presently and historically performed within the bargaining unit described in NLRB Certification R-1559 and any other work permanently assigned to employees within such bargaining unit.
 - 2. Performance of such work shall be assigned to employees of the Publisher as described in Section C., 1., of this Article, except that employees occupying the excluded positions described in Section 1 of this Article shall continue to perform bargaining unit work as they have historically heretofore performed.

3. Employees assigned tasks outside their regular duties will be given reasonable training and performance standards for such tasks.

ARTICLE II - GUILD

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- A. 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.
- B. The Company 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 affected employee.
- C. The Guild agrees that, subject to the Constitution of The Newspaper Guild and the By-Laws of the Guild, it will admit to membership and retain in membership any employee.
- D. The Publisher shall furnish to the Guild, in writing, within two (2) weeks after their employment, the names, addresses, telephone numbers, dates of hiring, dates of birth, sex, race, Social Security numbers and contract classifications of persons hired after the effective date of this Agreement and subject thereto. The Publisher shall also notify the Guild of changes in classification, all resignations, retirements or deaths and effective dates.
- E. The Publisher by agreement with the Guild may, during the life of this agreement, create additional managerial or executive positions not now covered by this Agreement and not specifically excluded therefrom. In the event that the Publisher seeks to create a position and the Guild does not agree that such position by reason of managerial or executive character should be excluded, the matter shall be resolved under the provisions of the National Labor Relations Act.
- F. The parties hereto agree that they shall adhere to all State and Federal regulations regarding non-discrimination in the hiring and advancement of employees. Both parties remain committed to a program of equal opportunity for all based on merit, ability and accomplishment.
- G. There shall be no dismissal of, or discrimination against, any employee because of his/her membership, non-membership or activity in the Guild.

- H. The Publisher will furnish, in writing, to a covered employee and, simultaneously to the Guild, a copy of any commendation or any incident of unsatisfactory performance of work or omission in performance of work which may serve as a basis for future disciplinary action. Should any comment or notation, as defined above, which the employee and/or the Guild deems to be adverse be placed in an employee's personnel file, the employee and/or the Guild shall have the right to place in such file a response.
- I. Upon reasonable notification, employees may review their individual personnel file in the Human Resources Department. Upon request, copies of materials in the file shall be provided. Request for such review shall be made during normal working hours.

ARTICLE III - CLASSIFICATION AND WAGES

- A. No employee on the payroll on the effective date of this Agreement or subsequently hired during the term of this Agreement shall receive less than the rates of pay set below.

Current wage scale is:

<u>Start</u>	<u>6 Months</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
<u>Editorial Aide:</u>					
\$481.56	-----	\$487.28	\$502.21	-----	-----
<u>Editorial Intern:</u>					
\$541.33	-----	-----	-----	-----	-----
<u>Editorial Research Assistant:</u>					
\$570.35	-----	\$621.03	\$688.12	-----	-----
<u>Artist, Copy Editor, Reporter, Photographer, Designer, Web Producer:</u>					
\$617.44	-----	\$691.09	\$789.80	\$840.34	\$874.99
<u>Photo Lab Assistant:</u>					
\$617.44	-----	\$691.09	\$789.80	-----	-----
<u>Assistant Editor, Head Copy Editor, Picture Editor, Editorial Writer, Web Editor:</u>					
\$896.46	-----	-----	-----	-----	-----

- B. Effective with the ratification on November 14, 2010, the hourly rate of pay for each employee will decrease as follows:

Annual Compensation under \$35,000 – 4.5%
 Annual Compensation \$35,000 or greater – 6.5%

- C. An employee paid above the top minimum of his/her classification shall maintain the same dollar differential above the new top minimum of his/her classification when minimums are increased.
- D. Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for that employee's classification and experience.
- E. As long as skills and ability are available within the bargaining unit, no part-time or temporary employee shall be employed where such employment would eliminate or displace a regular full-time employee.
- F. There shall be no reduction in salaries during the life of this Agreement, except as provided in Article X, Section G.
- G. Payment of wages shall be made bi-weekly and in United States currency or check. However, the Company may institute direct deposit of payroll. Payroll discrepancies will continue to be resolved by the Thursday next following a Friday payroll.
- H. Should the publisher create a new job or job classification in the bargaining unit, or should an existing job be modified to the extent that a dispute arises between the parties as to the appropriate minimum for such modified job, the Publisher and the Guild will meet to determine the appropriate minimum. If agreement on the appropriate minimum cannot be reached, the Guild may submit the dispute to final and binding arbitration under Article XV. The new minimum shall be effective upon the date the new or modified job was created.
- I. Nothing in this Agreement shall prevent the employer from granting increases above top minimum, bonus payments and other compensation in addition to contractual wages. The Guild will be notified at the time such increases, bonus payments or other compensation is made.
- J. Employees may perform special assignments outside their normal classifications or duties. The assignment must be mutually agreed between the employee and their supervisor, including agreement on the assignment itself, the budget for the number of hours to be paid, and whether expenses will be reimbursed. For such assignments, employees will be paid \$30.00 per hour (or \$45 per hour if on overtime), with a \$100.00 minimum payment.

ARTICLE IV - EXPENSES

- A. The Publisher shall pay all legitimate expenses of the employee incurred in the service of the Publisher. The Publisher shall furnish all materials and equipment necessary for the work done in his/her service.

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- B. An employee who uses his/her car in the service of the Publisher shall be compensated per mile at the standard mileage rate established by the Internal Revenue Service.
1. Photographers required to furnish a car as a condition of employment will be paid the IRS rate for actual miles driven, provided however that if the actual miles driven are less than 350 for a bi-weekly pay period, the difference between 350 miles bi-weekly and the actual miles driven will be paid at 30 cents per mile.
 2. The above minimum daily allowance guarantees shall not apply when an employee is off duty for any reason.
 3. The Publisher will provide cars and pay operating charges on such cars for employees who are not duly authorized to use their own automobiles.
 4. Except by mutual agreement between the Publisher and the employee, an employee required to furnish an automobile on a weekly car allowance basis in the service of the Publisher shall be given six (6) months' notice of discontinuance of the use of such automobile, except in the case of resignation, retirement or discharge, where no such notice will be required.

ARTICLE V - HOURS

- A. All employees shall work a five (5) day, thirty-seven and one-half (37-1/2) hour workweek (exclusive of lunch time) and shall be credited with overtime for all time worked in excess of thirty-seven and one-half (37-1/2) hours. Should an employee work more than seven and one-half (7-1/2) hours in one (1) day of the workweek, such time beyond seven and one-half (7-1/2) hours shall count toward weekly overtime, provided the employee completes his/her weekly schedule or is off due to excused illness or vacation. After working more than seven and one-half (7-1/2) hours in a day, the employee and the Company may, by mutual agreement, modify the remaining workweek schedule to equal the total of thirty-seven and one-half (37-1/2) hours.
- B. Four (4) day work weeks shall be scheduled by mutual consent between the employee and the Publisher.
- C. Two (2) weeks advance notice shall be given by either side of its intent to change from a four (4) day to a five (5) day schedule or vice versa.
- D. The regular work day for employees on the four (4) day work week schedule shall consist of nine (9) hours and twenty (20) minutes excluding a thirty (30) minute lunch period.

- E. 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. 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 a five (5) day work schedule.
- F. The Publisher will maximize consecutive days off for employees working a four (4) day work schedule. In any event, the employee will have two days off together.
- G. Nothing in this agreement shall prohibit the Publisher from scheduling overtime shifts, as it deems necessary.
- H. The working day shall consist of not more than seven and one half (7-1/2) consecutive hours excluding the lunch period.
- I. Overtime shall be worked when required by the Publisher. The Publisher shall compensate for authorized overtime at the rate of time and one-half in cash or compensatory time in accordance with the side letter.
- J. The Publisher shall cause a record of overtime to be kept. Overtime must be reported by the employee in writing within the working week after the assignment causing its accumulation is completed.
- K. No employee shall be required to work a regularly scheduled shift which will require his/her return to duty less than fourteen (14) hours after he/she leaves duty, exclusive of overtime, except on Saturday when the interval between Friday and Saturday shifts may be ten (10) hours. Further exception, also, is recognized for part-time employees when the interval may be ten (10) hours by mutual consent of the employee and the Publisher.
- L. Employees shall be given two (2) weeks' notice by the Publisher of changes in their regular working schedules; provided that changes made necessary by illness or emergencies caused by an employee's inability to work his/her posted schedule may be made on ten (10) hours' notice. Staff shortages resulting from "news breaks" or variations in volume of work shall not be construed as "emergencies". Any employee required to work during hours outside his/her posted schedule (except as hereinbefore provided) shall be compensated for such work at overtime rates or compensatory time.
- M. Any employee required by the Publisher to work on his/her regular day off shall be compensated for a full day in accordance with the overtime provision of this Agreement.

ARTICLE VI - HOLIDAYS

- A. The following day or days observed as such shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day,
- B. Any employee required to work on any of these days shall be paid (in addition to his/her salary for that week) for a day's work at the rate of time and one-half. [Six (6) hours shall constitute a full working day]. For all hours worked beyond six hours, the employee will be compensated at two times the employee's converted straight-time hourly rate, except for employees working a four-day (4) week wherein the time period will be seven and one-half (7-1/2) instead of six (6) hours.
- C. For the purpose of computing overtime, a holiday not worked shall be considered as a day worked. If a holiday falls on an employee's scheduled off-day, such employee, at his/her option, shall receive either time and one-half for the fifth day worked in that week or a day off with pay within the next three (3) financial weeks on date mutually agreed to by the employee and his/her department head.
- D. Where practicable, no employee covered by this Agreement shall be required to work more than two (2) such holidays a year.
- E. Part-time employees who regularly work more than twenty (20) hours a week shall be entitled to holiday benefits on a pro rata basis, such basis to be determined by computing the percentage of average hours worked during the previous thirteen (13) week period to the standard work week.

Example: If an employee averages twenty-one (21) hours per week during the thirteen (13) weeks preceding the holiday, that employee shall be entitled to holiday pay in the amount of 56% (21 hours divided by 37.5 hours) of a regular shift's pay.

- F. Each employee will be entitled to an additional holiday, that being his/her birthday.
- G. Employees must work the scheduled day before and the day after the holiday in order to receive pay for the holiday unless the employee has a legitimate excuse.

ARTICLE VII - VACATIONS

- A. Annual paid vacations shall be granted by the Publisher, based on total service with Gannett, Inc. 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.

- B. Employees are entitled to an annual vacation with pay at the rate of:
1. one (1) week for six (6) months continuous service
 2. two (2) weeks after one (1) year continuous,
 3. three (3) weeks after three (3) years continuous service,
 4. four (4) weeks after five (5) years continuous service and;
 5. effective January 1, 2004, five (5) weeks after fifteen (15) years continuous service as of December 31 of the preceding calendar year.
- C. From the date of hire until the first January 1, the employee may take one day of vacation for every twenty-six (26) days worked, up to a maximum of ten (10) days.
- D. Vacation shall be earned and taken during the calendar year. Vacation may not be accumulated from year to year.
- E. Employees with less than three (3) years of service on December 31 of the previous year shall be entitled to vacation at the rate of one day's vacation for each twenty-six (26) shifts worked. Such employee shall earn no more than two (2) weeks vacation in the calendar year.
- F. Employees with more than three (3) years of service but less than five (5) years of service on December 31 of the previous year shall be entitled to vacation at the rate of one day's vacation for each sixteen (16) shifts worked. Such employee shall earn no more than three weeks vacation in the calendar year.
- G. Employees with five (5) or more years of service on December 31 of the previous year shall be entitled to vacation at the rate of one day's vacation for each thirteen (13) shifts worked. Such employee shall earn no more than four weeks vacation in the calendar year.
- H. Employees with fifteen (15) or more years of service on December 31 of the previous year shall be entitled to vacation at the rate of one day's vacation for each ten (10) shifts worked. Such employee shall earn no more than twenty-five (25) days or five (5) weeks vacation in the calendar year.
- I. For the purpose of this Section, shifts worked are defined as all shifts for which the employee is paid.
- J. In the event of termination of employment, accrued vacation credits shall be liquidated in cash. Any employee who terminates his/her employment, voluntarily or otherwise, is entitled to receive vacation pay earned in the current calendar year, less any vacation previously paid for in the calendar year. Any used but unearned vacation days will be deducted from the employee's final paycheck.

- K. No employee shall be required to accept a vacation at any time except between April 1 and November 1. This clause shall not be construed, however, to prohibit winter vacations by agreement between the employee and the Publisher. An employee entitled to a fifth (5th) week of vacation shall receive such fifth (5th) week at a time subject to approval of the office. The Publisher will endeavor to schedule such fifth (5th) week as requested by the employee.
- L. The free days of each employee in the weeks preceding and following his/ her vacation shall immediately precede and follow his/her vacation and in the event the vacation of an employee includes one of the holidays mentioned in Paragraph A., of Article VI hereof, such employee shall receive one (1) day of vacation in addition to that provided in this vacation Article.
- M. For the purpose of this Article, paid working days are defined as "days for which the employee is paid excluding paid vacation time".
- N. Vacation pay for regular part-time employees who qualify under the terms of this vacation Article shall be computed on the basis of the average weekly pay of the employee during the qualifying period.
- O. In applying the service requirements as set forth in Paragraphs C, E, F, G, and H above to regular part-time employees, service shall be computed from the employment dates of such employees. For the purpose of this section only, a regular part-time employee is one who works twenty (20) or more hours per week during thirty-six (36) or more weeks of the calendar year; provided, in the application of Paragraph L above, the part-time employee works twenty (20) or more hours per week during eighteen (18) or more weeks during the six (6) month period. Part-time employees who do not meet the foregoing requirements, shall have their vacation eligibility computed on the basis of actual hours worked, as in the past.

ARTICLE VIII - SICK LEAVE

- A. Sick Pay – Active regular, full-time or part-time employees (scheduled to work 20 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).
 - 1. 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.
 - 2. 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.

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3. Employees may carry-over and bank unused sick days up to maximum of seven (7) banked sick days. For 2010 two (2) unused sick days may be banked. If an employee leaves the Company, he/she will not be paid for any unused sick leave, including both unused current and unused banked time..

4. 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.

B. Short Term Disability – Effective January 1, 2008, 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.

1. 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. Employees will receive credit for continuous employment with Gannett. Accrued sick days, vacation days and/or compensatory time must be used to cover the days absent during the waiting period of five working days. If accrued sick days, vacation days or compensatory time have already been taken or scheduled, the absence during the waiting period will not be paid.

2. 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. Employees hired before the ratification date of June 24, 2007, with less than six (6) years of service are grandfathered in at the 6-10 year level.

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

3. The employer will not be part of the review process in determining medical necessity for sick leave. However, the employer may become self-insured for this program. 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.

4. 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. If an employee is hospitalized on an inpatient basis during the waiting period, those waiting period days will be compensable under the plan.

5. 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.

6. 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. 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.

7. 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 IX - LEAVES OF ABSENCE

- A. By agreement with the Publisher, an employee may be granted a personal leave of absence without prejudice to continuing service in the determining of severance pay, provided the leave is granted in writing. The time spent on such leave shall not be construed as service time.
- B. Employees of five (5) years or more of continuous service may, upon timely request and in the publisher's discretion, be granted a leave of absence without

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pay not exceeding six (6) months in duration, provided that the number of employees who may be on leave at the time shall be restricted to a reasonable number, with regard for efficient operation of the Publisher's business and the convenience of employees. Leave of absence following birth of a child or placement of a child through adoption shall be granted pursuant to the Family Medical Leave Act (or any similar state law.) The employer may grant up to three (3) months additional leave.

- C. If an employee is elected as delegate for the Guild to a convention of The Newspaper Guild (TNG), or of the A.F.L.-C.I.O., or is elected to membership on the International Executive Board of TNG or the A.F.L.-C.I.O., or is appointed to a full-time position of TNG, or any of its branches, the Publisher shall grant such employee, upon request, leave of absence, without pay, and shall to the best of his/her ability cooperate to arrange vacations and days off to enable such employee to fulfill his/her official duties in the Guild. The number of employees on leave under this paragraph shall be limited to four (4) at any one time, except by mutual consent.
- D. The Publisher agrees that to the best of his/her ability he/she will cooperate in arranging days off for employees elected to local Guild office so that they may fulfill the duties of their offices.
- E. Employees of five (5) years or more of service may, in the publisher's discretion, be granted unpaid leaves of absence of up to a year in duration to accept grants, fellowships or scholarships for professional development study. An employee on such leave shall return to the same or a comparable position upon expiration of such leave.

ARTICLE X - ADVANCEMENT

- A. The Publisher shall continue the practice of advancing employees to positions where vacancies occur, where practicable in the judgment of the Publisher, and shall consider experience and length of service with the Publisher among factors in determining qualifications of employees for filling vacancies.
- B. When a vacancy arises in the Guild jurisdiction, before seeking applicants from outside Free Press work forces, the Publisher will post a notice 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 Human Resources Department will receive the Publisher's consideration before the position is staffed. Editorial Aides shall have first consideration in applying for openings in the beginning reporter classification.
- C. Notwithstanding the above, where the Publisher has the opportunity to hire from the outside a person with unique skills and qualifications, the Publisher will be

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excused from the foregoing requirements. The Publisher shall notify the Union of its intentions prior to hiring such a person.

- D. In the application of the foregoing schedule of minimums, experience on the editorial schedule with the exception of editorial aides, shall include work on English language newspapers, news syndicates, news magazines, news photo services, city news bureaus, national news services and other comparable work.
- E. In the application of the foregoing schedule of minimums to editorial aides library clerks, assistant librarians and non-editorial classifications, the term "experience" shall mean non-student experience in comparable work.
- F. When an editorial aide is advanced to work of a higher classification, wherein the minimum for the next step in the pay progression under Article III is greater than the salary paid at time of transfer, said employee shall receive an increase to the minimum next above his/her salary in rate. The date of transfer shall become the anniversary date for the next step in the pay progression under Article III.
- G. To give employees tryouts for possible promotions, the Publisher may transfer any employee to any position covered by this Agreement for not more than six (6) months, provided such employee is paid not less than the minimum for the classification to which he/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 he/she was tried, he/she may be returned to his/her former position and status in accordance with the provisions of this Agreement. The Guild shall be notified at the time that any employee starts a tryout under the terms of this section.
- H. No employee whose position is covered by this Agreement shall be transferred to work not covered by this Agreement without the consent of the employee.
- I. Any employee regularly engaged in more than one classification of work, except for a maximum of five (5) weeks during the vacation period, or in any 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 he/she devotes in excess of twenty percent (20%) of his/her time to work in the higher classification.
- J. No employee shall be transferred to another city outside the six-county (Wayne, Oakland, Washtenaw, Macomb, Livingston and Monroe) RTZ without the employee's consent and moving expenses for himself and his/her family shall be paid by the Publisher.
- K. Not more than ten percent (10%) of the employees in News and Editorial Departments at large and not more than ten percent (10%) of the employees who

are classified specifically as copy editors, reporters and photographers, shall receive less than the rate of pay fixed as a minimum for three (3) years' experience.

- L. At such times as the Publisher determines the need to designate an employee as "Coordinator", the Publisher will select such Coordinator from among its employees in accordance with Article X, Paragraphs A and B. The designation of Coordinator does not put that employee into the role of manager or supervisor. An employee performing Coordinator will be under the direct supervision of a departmental manager or supervisor. Under such direction, an employee performing as Coordinator is expected to routinely assign work to, monitor work of, instruct, train or assist other employees in their day-to-day work assignments, and continue to perform the same bargaining unit work as those other employees in his/her work group.
- M. The Coordinator designation shall be a job title within the employee's given job classification and work group. The persons as designated shall receive no less than a ten percent (10%) differential above the current weekly minimum salary for that employee's classification and experience. This premium however, is limited to ten percent (10%) of the highest amount reflected in the labor agreement for the affected employee in that classification. If the employee's base rate of pay already exceeds ten percent (10%) of the rate called for in the agreement, no additional pay is due. If the employee's base pay exceeds the contractual rate but is less than ten percent (10%) above that rate, the employee is entitled to the difference between his/her base pay and the ten percent (10%) figure.

ARTICLE XI - PROFESSIONAL INTEGRITY

- A. The Publisher and the Guild agree to the following conditions in order to preserve and further professional integrity of the newspaper and its staff:
- B. No person employed by the Free Press shall, for any reason, prepare for publication material which is inaccurate, misleading or false.
- C. No person employed by the Free Press shall be required or permitted to use his/her position for any purpose other than performing the duties of that position.
- D. No person employed by the Free Press shall accept in connection with his/her work or as a result of his/her association with the Free Press any gift or gratuity or other thing of value from any source, the acceptance of which would tend to compromise the integrity of the newspaper.
- E. Whenever time permits, substantive changes in material submitted shall be brought to the attention of the staff member who produced the material before publication.

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- F. No person employed by the Free Press shall perform work for any employer that is engaged in competition with the Free Press.
- G. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation, time permitting, with the staff members who produced the material.
- H. There shall be no limitation upon the outside activities of any person employed by the Free Press, except that no such person shall engage in any activity that compromises the integrity of the newspaper.

ARTICLE XII - MILITARY SERVICE

- A. Any employee who leaves the employment of the Publisher to enter military service of the United States or State of Michigan shall, upon request, be deemed on leave of absence, and on release from such service shall resume his/her position or a similar one; provided that he/she is mentally and physically fit to return to his/her position.
- B. In the event such employee is incapacitated in or at termination of military service and the Publisher is unable to place him/her in any other position, he/she shall be granted dismissal pay in accordance with Article XV, Paragraph B.
- C. Time spent in such military service shall be considered as service time with the Publisher in computing severance pay and any other benefits which are dependent solely on tenure of employment.
- D. Application for resumption of employment shall be made within ninety (90) days after termination of service, plus travel time from separation center to place of employment.
- E. In setting classifications and rates of pay for employees returning from military service, it shall be the policy of the Publisher to give credit to the employee for time spent while on military leave.
- F. An employee on entering military service shall receive accrued vacation pay in cash as provided in Article VII. Any remaining portion of accrued vacation credit not paid in cash shall be added to any credits accruing the first year in which he/she resumes employment. Vacations in the year employment is resumed shall be computed on service time as defined in Paragraph C of this Article and prorated as provided in Article VII, Paragraph A.
- G. In order to give full protection to regular full-time employees, any replacement for an employee on military or other approved leave shall be considered temporary and shall be so reported to the Guild. Such employee shall enjoy all the

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benefits and assume all the obligations of this Agreement, except that he/she shall be subject to dismissal at the discretion of the Publisher upon the return to employment of the regular full-time worker he/she has replaced.

- H. Provisions of the Article shall apply to any employee who, as a member of the reserve component of any branch of the Armed Forces of the United States, is required to undergo a period of active training in order to preserve such status. The number of employees to be on leave at any one time under this section shall be subject to mutual agreement between the Publisher and the Guild.
- I. Provisions of this Article need not apply to a person dishonorably discharged and shall apply only during the life of this Agreement.

ARTICLE XIII - JOB SECURITY

- A. There shall be no dismissals as a result of the execution of this Agreement.
- B. No employee shall be dismissed except for just and sufficient cause. Employees of ninety (90) days, or less, tenure may be dismissed without notice upon payment of salary due, and such dismissal is not subject to review under the provisions of Article XV of this Agreement.
- C. Upon advance notice by the Publisher to the Union, the ninety (90) day probationary period above shall be extended by an additional ninety (90) days. During the period of the 91st through the 180th day, employees may be dismissed without notice upon payment of salary due and, in addition, two weeks' pay; and such dismissal is not subject to review under the provisions of Article XV of this Agreement.
- D. Any employee in danger of dismissal on charges of gross breach of duty shall be entitled to the counsel of the Guild before such dismissal is made.
- E. Dismissals to reduce the force, as distinguished from individual dismissals for just and sufficient cause, shall not be made until the Publisher notifies the Guild thirty (30) days in advance that such dismissals to reduce the force are necessary. This thirty (30) day period shall not be deemed to be in addition to any statutory notice requirement.
- F. The Publisher shall notify the Guild of any proposed dismissals to reduce the force, specifying the job title, number of employees, and the facts upon which the Publisher relies to establish necessity under Paragraph D above. Neither the decision to reduce the force nor the validity of the facts supporting the dismissal to reduce the force shall be subject to the provisions of Article XV.
- G. There shall be no dismissals to reduce the force for a period of thirty (30) days after the notice to reduce the force has been communicated to the Guild, during

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which time the Publisher shall accept voluntary resignations from employees in the classifications involved. The number of employees separated shall be reduced to the extent that the necessary payroll savings have been achieved by resignations.

- H. Dismissals to reduce the force shall be made in the inverse order of seniority within the particular job title affected. Up to eight (8) employees may be designated by management to be exempt from lay off during the term of this contract. Laid off employees may bump into their previous classifications. Laid off part-time employees may bump into their former full-time classifications. Only time in their former full-time positions will count.

The procedures called for by this paragraph and paragraphs E, F & G above, to implement dismissals to reduce the force shall proceed according to the following time table:

- 30 days prior to the intended effective date the Company shall give notice of the layoffs including the number to be laid off from specific job classifications. The Company shall also at this time give notice of its intent to use any exemptions from layoff by seniority. Notice of opportunity for volunteers to resign shall be issued at this time.
- No later than 14 days after the notice of layoff any employees wishing to volunteer to resign must submit their resignations and employees desiring to bump into another classification must give notice of intent to bump.
- 15 days prior to the intended effective date the Company will accept or decline proffered resignations. It may withdraw or re-designate exemptions (but it may not increase the number of exemptions to be utilized), and the Company will give final notification of those employees who are to be laid off.
- The layoffs shall be effective on the 30th day following the initial notice.

- I. An employee who leaves the bargaining unit shall have his/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.
- J. An employee dismissed to reduce the force shall be placed upon a rehiring list for a period of eighteen (18) months. The Publisher shall fill all vacancies with persons on the rehire list by recalling in seniority order persons who have worked in the classification in which the vacancy occurs or who have satisfactorily performed the duties of that classification in the past. Time spent on a rehiring list by dismissed employees shall not constitute breaks in continuity of service and shall be counted as service time in computing seniority. Voluntary resignations, including those under section G of this Article, shall have no recall rights.
- K. A person rehired under Paragraph J, above shall be paid the applicable minimum for the classification into which he/she is rehired, plus whatever dollar differential above minimum he/she was paid when dismissed.

- L. Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by dismissal for just and sufficient cause, resignation, or refusal to accept an offer to rehire into the classification in which the employee worked when dismissed.
- M. Part-time employees shall have a seniority date from the first day of employment in the bargaining unit as a part-time employee. For purposes of layoff, a part-time employee who subsequently becomes a full-time employee shall establish a full-time seniority date as of the date of the transfer. For purposes of recall to a full-time position, the employee's full-time seniority date shall govern; for purposes of recall to a part-time position, the employee's combined full-time and part-time service shall govern.
- N. Part-time employees shall be given consideration for employment to full-time position in their classification based on their part-time seniority.
- O. The Guild shall be given a minimum of forty-five (45) days' notice of intent to introduce new or modified equipment, machines, apparatus or processes, which will create new job classifications or alter the job content of existing job classifications. The parties shall immediately enter into negotiations for an agreement governing the time and procedures for the introductions of such new or modified equipment, machines, apparatus or processes. If agreement cannot be reached within a forty-five (45) day period prescribed herein, the matter may be submitted to arbitration (pursuant to the grievance procedure outlined in Article XV), but the Publisher may introduce the equipment, which introduction shall not prejudice a subsequent arbitration. During the pendency of the grievance procedure and/or arbitration, the Guild agrees to operate such new equipment without interference.
- P. The Publisher shall continue his/her established practice of training employees to use new equipment. Before an employee is displaced because of new equipment, the Publisher and the Guild will review attrition possibilities and explore opportunities for relocation and retraining. Where retraining provides practical relocation opportunities with the Publisher, such retraining shall be undertaken at the Publisher's expense.

ARTICLE XIV - PAY UPON DISMISSAL

- A. Upon dismissal, an employee, upon written request, if made within one (1) week after receipt of notice of dismissal, shall receive a written notice from the Publisher or his/her agents, within one (1) week thereafter, stating the cause for his/her dismissal.

- B. Upon dismissal of any employee except dismissal for just cause, such employee shall be paid a sum of money computed in accordance with the following schedule.

Less than six month's employment	none
Six months & less than one year	2 weeks
One year & less than one & one-half years	3 weeks
One & one half years & less than two years	4 weeks
Two years & less than two & one half years	5 weeks
Two & one-half years & less than three years	6 weeks
Three years & less than three & one half years	7 weeks
Three & one half years & less than four years	8 weeks
Four years & less than four & one half years	9 weeks
Four & one-half years & less than five years	10 weeks
Five years & less than five & one-half years	11 weeks
Five & one-half years & less than six years	12 weeks
Six years & less than six & one-half year	13 weeks
Six & one-half years & less than seven years	14 weeks
Seven years & less than seven & one-half years	15 weeks
Seven & one-half years & less than eight years	16 weeks
Eight years & less than eight & one-half years	17 weeks
Eight & one-half years & less than nine years	18 weeks
Nine years & less than nine & one-half years	19 weeks
Nine & one half years & less than ten years	20 weeks
Ten years & less than ten & one-half years	21 weeks
Ten & one-half years & less than eleven years	22 weeks
Eleven years & less than eleven & one-half years	23 weeks
Eleven & one-half years & less than twelve years	24 weeks
Twelve years & less than twelve & one-half years	25 weeks
Twelve & one-half years & less than thirteen years	26 weeks
Thirteen years & less than thirteen & one-half years	27 weeks
Thirteen & one-half years & less than fourteen years	28 weeks
Fourteen years & less than fourteen & one half years	29 weeks
Fourteen & one-half & less than fifteen years	30 weeks
Fifteen years & lees than fifteen & one-half years	31 weeks
Fifteen & one-half & less than sixteen years	32 weeks
Sixteen years & less than sixteen & one-half year	33 weeks
Sixteen & one-half years & less than seventeen years	34 weeks
Seventeen years & less than seventeen & one-half years	35 weeks
Seventeen & one-half years & less than eighteen years	36 weeks
Eighteen years & less than eighteen & one-half years	37 weeks
Eighteen & one-half years & less than nineteen years	38 weeks
Nineteen years & less than nineteen & one-half years	39 weeks
Nineteen & one-half years & over	40 weeks

Employees employed after January 15, 2007: two weeks pay per year of service, maximum 26 weeks

- C. Severance pay shall be computed at the highest weekly salary (exclusive of overtime, bonuses and payment for special work) received during the twenty-six (26) weeks previous to dismissal.
- D. From the dismissal pay, the Publisher may deduct any levy or tax to which the employee is subject under State or Federal employment or Social Security legislation.
- E. In the event the Free Press is sold or transferred, the above severance pay provisions shall apply only if the employee applies for employment with the new employer, and is not offered comparable employment. If an employee fails to apply for employment with the new employer or turns down an offer of comparable employment (position, wages and benefits) with the new employer, they shall not be eligible for severance pay.
- F. Full credit, except as stated below, for the most recent period of continuous and uninterrupted service on any other Gannett newspaper shall be given to employees transferred to or hired in by the Free Press from any other Gannett newspaper without intervening employment elsewhere.
- G. Former employees of the Free Press or any other Gannett newspaper who received dismissal pay upon termination may, upon being rehired or hired, have the choice of (a) working out the amount of such dismissal pay and receive credit for the term which it represented, or (b) by accepting the status of a new employee.
- H. If prior employment was terminated under circumstances where no dismissal pay was paid, a rehired employee shall accept the dismissal pay status of a new employee.
- I. Discharged employees who obtain reinstatement without loss of pay shall refund or work out any dismissal pay which may have been paid.

ARTICLE XV – ADJUSTMENT OF DISPUTES

- A. A Grievance Committee, designated by the Guild, shall be established to settle amicably with a committee appointed by the Publisher, all grievances. Two (2) members from these committees shall serve as the Joint Standing Committee consisting of two (2) members representing each of the parties to this Agreement.
- B. A grievance shall be submitted within fourteen (14) calendar days [twenty-one (21) days in the case of discipline or discharges] following the date on which the aggrieved employee or the Union knew or should have known of its occurrence.

- C. A grievance raised under Paragraph A of this Article and not settled within thirty-five (35) calendar days after receipt of the written notice hereinbefore described (this time may be extended by mutual agreement) may be submitted to arbitration, in accordance with the procedures hereinafter set forth, upon written notice of either party served upon the other party. By mutual agreement, any properly submitted grievance may be moved to arbitration at any time within the aforesaid thirty-five (35) calendar days.
- D. The arbitrator to decide a grievance appealed to arbitration will be selected from the following panel: Paul Glendon, Michael Long, John Lyons, and Pat McDonald. The arbitrator will decide the grievance and the decision shall be final and binding.
- E. The arbitrator shall follow the rules and procedures agreed to by the parties, but in the absence of agreement thereon, the rules of the voluntary labor arbitration tribunal of AAA shall govern.
- F. Expenses of arbitration which are jointly incurred shall be shared equally by the parties, except that 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 of access to the record.
- G. The arbitrator shall not have the power to alter, amend, modify, add to, or subtract from any provisions of this Agreement.
- H. Renewal of this Agreement shall not be an arbitrable matter and is not subject to this Article.

ARTICLE XVI - DEATH BENEFITS

- A. In the event of the death of a former employee who retired on or after June 18, 1980, the Publisher will pay to his/her beneficiary or estate an amount of \$1,500.00.
- B. The Publisher will provide \$36,000.00 of group term life insurance for all regular, full-time employees.

ARTICLE XVII - HEALTH CARE PROGRAM

ACTIVE EMPLOYEE COVERAGE

- A.. 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

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exceptions can participate in the Empire PPO plan on the same basis as past practice.

- B. 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.

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

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

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

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

- D. A “Spousal Surcharge” of \$150 per month (when applicable) will be effective for 2007 and subsequent years.
- E. A “Smoker’s Surcharge” of \$60 per month will be effective for 2007 and subsequent years.
- F. 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 contribution in L and M below.
Eligibility for regular full-time employees shall commence on the first of the month following the completion of three (3) months of employment.
- G. 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.

- H.. 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.
- I. 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

- J. 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.
- K. 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.
- L. 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

- M. 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.
- N. 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.
- O. Any employee hired after October 13, 2003, will not be entitled to participate in the health care program for retirees.
- P. Effective October 13, 2003, retirees are not eligible for dental or optical coverage
- Q. Effective October 13, 2003, dependents cannot be added to coverage after retirement, e.g., a new spouse, guardianship or adoption.
- R. 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.
- S. 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 XVIII – RETIREMENT FUND

- A. The Publisher will pay into the Retirement Benefit Trust Fund the sum of Twenty Eight Dollars and Sixty-Five Cents (\$28.65) per week for each week worked or paid for by the Publisher to each full-time employee and pro-rate this amount for each part-time employee covered by this Agreement.
- B. The Benefit Trust created by such payment shall be administered by six (6) representatives to be designated as follows: three (3) by the Publisher and three (3) by the Union.
- C. Except as otherwise provided in the Memorandum of Agreement attached hereto and the JOA Withdrawal Agreement, the Publisher shall have no financial liability beyond the payments as provided in Paragraph A above during the term of this Agreement. All expenses in the administration of the Trust Fund shall be borne by the Fund.

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- D. The representatives will determine retirement and death benefits on an actuarially sound basis to be paid to eligible retirees upon retirement or death after retirement. In making such benefit determinations, the representatives will give full credit for earnings and years of credited service as allowed by the plan.
- E. Payments by the Publisher to Retirement Benefit Trust Fund are contingent upon their being deductible under the provisions of the Internal Revenue Code and the local revenue codes, if any, and such payments shall be made in accordance with Section 302 of the Labor-Management Relations Act of 1947, as amended.
- F. The company and the Union agree that there will be a “30 and out” pension benefit, provided the Pension Plan Trustees approve the addition of this benefit. The “30 and out” benefit will be a full pension without reduction after 30 years of service. This will be available only during a one-time “window”; the employees will have 30 days to elect to take this benefit. Agreement on this section is without prejudice to the position of the parties in any future collective bargaining.

ARTICLE XIX - FUNERAL LEAVE

- A. Any employee with six (6) months service with the employer, upon the death of a member of his/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.
- B. The immediate family shall consist of father, mother, spouse, children, sister, brother, step-children, step-parents, father-in-law, mother-in-law, grandparents and grandchildren.

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ARTICLE XX - MISCELLANEOUS

- A. The Publisher agrees to the use by the Guild of office bulletin boards now existing, as in the past.
- B. The Publisher agrees not to have or enter into any agreement with any other publisher, binding such other publisher, not to offer to give employment to employees of the Publisher.
- C. If any provisions 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.
- D. A regular, full-time employee, covered by this Agreement, summoned and serving jury service, will be paid the difference between the fee received for the service and the amount of regular earnings lost by reason of such service.

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1. In order to receive payment, the employee must give his/her supervisor adequate notice of having been summoned for jury duty and to furnish satisfactory evidence of having reported for and having performed jury duty on the days for which he or she claims such payments.
 2. Whenever the employee is temporarily excused from jury duty by the Court on his or her scheduled work day, the employee shall advise his or her supervisor as promptly as practicable and be prepared to report to work if requested to by the supervisor.
 3. An employee will not be required to work on a day he or she serves as a juror nor on the next scheduled shift which is earlier than the hour the employee began service as a juror on his or her last day of such service.
- E. The Company reserves the right to manage the business in all its phases and details, including but not limited to the right to assign work in accordance with its requirements, to establish work schedules, to transfer employees, to discharge or discipline employees for just and sufficient cause, and to take such other legitimate business actions as it may deem necessary to improve efficiency or the quality of the editorial product. The Company reserves the right to make and enforce reasonable rules and regulations subject to the grievance and arbitration procedure.
- F. The right of any employee to bargain individually with the Free Press for wages or conditions better than the minimum standards set forth in this Agreement is expressly recognized. The Detroit Free Press 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.
- G. The employer retains the express right to purchase editorial material and services from freelance writers, photographers, artists and others.
- H. Drug and Alcohol testing for cause will be applicable to employees covered by the Agreement pursuant to the attached policy.
- I. 401(k) Plan
1. Consistent with the provisions set forth below, bargaining unit employees shall be permitted to participate in the Gannett 401(k) plan (the "Plan").
 2. Participation in the 401(k) plan by any employee covered by this Agreement is subject to Gannett's sole right to modify or terminate the plan in its sole discretion.
 3. The Guild recognizes that the 401 (k) Plan and Trust (or plan and trust) shall be administered and operated by Gannett. and that its participation

(including continued participation) in the plan and trust is contingent upon its acknowledgement that the Guild cannot bargain on issues of plan structure. It is further recognized that there will be no "company match" by either Gannett and/or the Detroit Free Press.

ARTICLE XXI - TERM

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- A. This Agreement shall be in effect from November 14, 2010 through November 13, 2012, both days inclusive, and shall inure to the benefit of and be binding upon the successors and assignee of the Publisher.

- B. If either party wishes to propose a change in any of the terms of this Agreement to take effect after November 13, 2012, it shall so notify the party in writing within sixty (60) days prior to said date, during which period negotiations between the parties shall proceed.

IN WITNESS WHEREOF the Publisher and the Guild have caused these presents to be duly executed the day and year first above written.

DETROIT FREE PRESS
(For and in behalf of the
Detroit Free Press)

**NEWSPAPER GUILD OF DETROIT
LOCAL 34022**

Kristi D. Plain
Mieczko

Louis J.

Paul Anger
Heard

Jocelyn Faniel

ATTACHMENT I

2007 – 2010 EXCLUSION LIST

The following positions are exclusions as referenced in Article I, Paragraph A:

ARTS AND ENTERTAINMENT EDITOR
ASSISTANT BUSINESS EDITOR
ASSISTANT FEATURES EDITOR
ASSISTANT MANAGING EDITOR
ASSISTANT METRO EDITOR
ASSISTANT SPORTS EDITOR
ASSOCIATE EDITOR
ASSOCIATE EDITOR/NEWS AND BUSINESS
ASSOCIATE METRO EDITOR
AUTOMOTIVE EDITOR

BUSINESS EDITOR
CHIEF OF COPY DESKS
DEPUTY DESIGN DIRECTOR

DEPUTY DIRECTOR DIGITAL MEDIA/TECHNOLOGY
DEPUTY DIRECTOR OF PHOTO AND VIDEO
DEPUTY EDITORIAL PAGE EDITOR
DEPUTY MANAGING EDITOR
DEPUTY SPORTS EDITOR
DEPUTY TECHNOLOGY EDITOR
DESIGN DIRECTOR
DIRECTOR OF NEWSROOM ADMINISTRATION AND BUDGET
DIRECTOR OF PHOTO & VIDEO
EDITOR AND PUBLISHER
EDITORIAL AND OPINION EDITOR
EDITORIAL CARTOONIST
EXECUTIVE ASSISTANT TO SENIOR MANAGING EDITOR
EXECUTIVE ASST TO THE EDITOR AND PUBLISHER
FEATURES EDITOR
GRAPHICS DIRECTOR
MANAGING EDITOR
METRO EDITOR
METROMIX AND DATA DESK EDITOR
NEWS EDITOR/DIGITAL
NEWS EDITOR/PRINT
POLITICS EDITOR
SECRETARY TO THE EDITOR/EDIT PAGE
SENIOR MANAGING EDITOR

ATTACHMENT II
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is entered into by the **DETROIT FREE PRESS** (hereinafter referred to as "The Employer") and **THE NEWSPAPER GUILD OF DETROIT, Local 34022 – Free Press Unit**("The Union").

POLICY

The Employer and the Union are committed to protecting health and safety of the individual employees, their co-workers, and the public at large from hazards caused by the misuse of controlled substances and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of controlled substances or alcohol.

The Employer and the Union, recognize that such substance abuse is a treatable illness, and the preferable response to these illnesses is education, treatment and rehabilitation rather than punishment.

PRIOR NOTICE OF TESTING POLICY

The Employer shall provide written notice of this Substance Abuse Policy to all new applicants for employment, and all employees affected by this Substance Abuse Policy. The Employer shall provide each employee with a copy of this Substance Abuse Policy, together with a full explanation as to its meaning and consequences.

NEW EMPLOYEES

Applicants offered employment may be required to submit to a Drug and Alcohol testing for prohibited substances within the first thirty (30) days of employment in connection with a new hire physical. Applicants who do not consent to a test and any applicant with a blood alcohol concentration of 0.02 or a confirmed positive test of a controlled substance addressed in this Substance Abuse Policy will be ineligible for employment.

TERMS/DEFINITIONS

For the purpose of the Memorandum of Understanding, the following terms/conditions shall apply.

CONTROLLED SUBSTANCES AND ALCOHOL

For the purpose of this policy, controlled substances and alcohol shall include Cocaine, Opiates, Phencyclidine, Marijuana, Amphetamines, or their metabolites and Ethyl Alcohol.

PRESCRIPTION CONTROLLED SUBSTANCES

A controlled substance available for purchase only with a prescription or other lawful over the counter medications as allowed in the United States.

REASONABLE CAUSE

Reasonable cause shall exist when a supervisor in the presence of a union representative, who are trained in the detection of controlled substances or alcohol use, articulate and can substantiate in writing specific, behavioral, performance or contemporaneous physical indicators of being under the influence of controlled substances or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by controlled substance or alcohol use, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as but not by way of limitation: fatigue, lack of sleep, side effects of prescription or over the counter medication, reaction to noxious fumes or smoke, etc.) Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observation and reports of third parties. The grounds for reasonable cause must be documented by the use of the Incident Report Form (the form agreed upon by the Employer and the Union).

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

1. Incoherent, slurred speech;
2. Odor of alcohol on the breath;
3. Staggering gait, disorientation, or loss of balance;
4. Red watery eyes, if not explained by environment causes;
5. Paranoid or bizarre behavior;
6. Unexplained drowsiness.

Where there is reasonable cause to believe an employee has caused an on-the-job accident, he or she may be tested.

IDENTIFICATION AND CONSENT PROCEDURES

An employee may be required to submit to urine controlled substance or breath alcohol testing by a qualified physician, qualified clinic (i.e., collection site), or certified laboratory only if the employer has "Reasonable Cause" that the employee is under the influence of controlled substances or alcohol in violation of this policy.

If a supervisor makes an observation of an employee which the supervisor believes may constitute reasonable cause for controlled substance or alcohol testing, the supervisor shall immediately inform the employee that he/she may have a Union Representative present. If the employee wishes not to have a Union Representative, then that desire should be put in writing and signed off by the employee on the Incident Report Form.

If the trained supervisor in the presence of the trained Union Representative believes that there is a reasonable cause for a urine controlled substance or breath alcohol test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the specified test, and the name of the person or persons making those observations.

The Incident Report Form will be completed in the presence of the subject employee by the trained supervisor. As the form is completed, its contents will be explained to the subject employee. A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union Representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.

The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over the counter medication or illness. Such explanations will be recorded on the Incident Report Form. The trained Union Representative shall be present during such explanations and shall be entitled to confer with the employee before the explanation is requested, unless the employee wishes not to have a Union Representative, then that desire should be put in writing and signed off by the employee on the Incident Report Form.

If the trained supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of a controlled substance or alcohol, that fact will be noted on the Incident Report Form signed by the supervisor and the employee may be ordered to submit to a urine controlled substance or breath alcohol test.

Prior to the actual controlled substance or breath alcohol test for reasonable cause, the employee will be examined by a qualified medical professional at the designated DHHS certified hospital, DHHS certified laboratory, or qualified clinic. This examination will be conducted to substantiate or refute the supervisor's reasonable cause determination. If the opinion of the qualified medical professional does not substantiate a reasonable cause suspicion, no test will be given and the employee will be returned to the work place without loss of pay. If the qualified medical professional releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered, the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.

Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. The collection site must be secured in accordance with the Department of Transportation specimen collection procedures.

Breath alcohol testing shall be completed in accordance with the standards established for the Department of Transportation's driver alcohol testing program.

If the employer has reasonable cause to believe an employee is under the influence of controlled substances or alcohol, as set forth in this Substance Abuse Policy, and the employee refuses to submit to a controlled substance or alcohol test, this may constitute insubordination and may subject the employee to discipline up to and including discharge.

DRUG TESTING PROCEDURES

Sample collection and testing of controlled substances and alcohol shall be completed in accordance with Department of Transportation standards and in laboratories certified under the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Testing Programs," located in Michigan. The parties retain the right to verify the qualifications and/or certification of qualified medical professionals, clinics and/or laboratories to determine conformity with the referenced standards subscribed to in this Substance Abuse Policy. The DHHS certified laboratory will only test for the controlled substances and alcohol listed in this Memorandum of Understanding (Cocaine, Opiates, Phencyclidine, Marijuana, Amphetamines, or their metabolites and Ethyl Alcohol).

THE SPECIFIC REQUIRED PROCEDURE IS AS FOLLOWS

Controlled substance specimen collection and breath alcohol testing shall be in accordance with the procedures and standards established for the Department of Transportation Controlled Substance and Alcohol Use Testing program (49 CFR Part 382 and 49 CFR Part 40).

The initial test of all urine specimens shall utilize immunoassay techniques. All specimens identified as positive in the initial screen shall be confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) techniques which identifies at least three (3) ions that meet those required for any DHHS certified laboratory. In order to be considered positive for reporting by the certified laboratory to the employer, both samples shall be tested separately in separate batches and must show positive results in

the GS/MS confirmatory test. The following standards shall be used to determine what levels detected substances shall be considered as positive.

<u>SUBSTANCE</u>	<u>SCREENING</u>	<u>CONFIRMATION</u>
Amphetamines ng/ml	1,000 ng/ml	Amphetamine: 500 ng/ml Methamphetamine(1): 500
Cocaine metabolites ng/ml	300 ng/ml	Cocaine metabolites(2): 150
Opiates metabolites	*300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Marijuana metabolites ng/ml	50 ng/ml	Marijuana metabolites(3): 15

- * 25 ng/ml if immunoassay specific for free morphine
- 1 Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- 2 Benzoylcegonine
- 3 Delta-9-tetrahydrocannabinol

An initial and confirmation breath alcohol test under the procedures established by the Department of Transportation applicable standards on an Evidential Breath Testing device with a 0.02 blood alcohol concentration (BAC) or greater shall be considered a positive test. [Note: Blood Alcohol Concentration (BAC) - Grams of alcohol per 100 milliliters of blood or grams alcohol per 210 liters of breath in accordance with the Uniform Vehicle Code, Section 11-903(1)(5).]

If the controlled substance or breath alcohol testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified in writing whether the test result is positive or negative, the drug(s) for which there was a positive test or if the breath alcohol test was positive. Upon receipt of a written medical release from the subject employee the laboratory shall release the quantitation of a positive test result to the subject employee. [Note: The laboratory may release the quantitation of a positive test to the employer, the employee, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test.] If requested by the employees or the Union, the laboratory will provide copies of all laboratory work sheets, procedures sheets, acceptance criteria and laboratory procedures. Any employee who is the subject of a controlled substance test conducted under this Substance Abuse Policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

All specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage (-20 degrees or less) for a minimum of one (1) year, and be made available for retest as part of any administrative proceeding.

All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether this Memorandum of Understanding has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. However, the laboratory may release the quantitation of a positive test to the employer, the employee, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test. The results of a positive test shall not be released until the results are confirmed.

Every effort will be made to insure that all employees' substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

No laboratory or medical test result will appear in the employee's personnel file. Information of this nature will be kept in a separate, confidential medical file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

The Company may utilize instant drug testing administered by trained employees

THE IMPACT OF A CONFIRMED POSITIVE TEST

An employee who has a confirmed positive test will be advised by the Employer of the resources available through the E.A.P.

Employees shall be provided the best available treatment through established benefit plans (Sick & Accident) and health insurance coverage.

Each employee who engages in conduct prohibited by this Substance Abuse Policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. This assistance may require referral to a qualified rehabilitation program.

Before an employee returns to work after engaging in conduct prohibited by this Substance Abuse Policy he/she shall undergo a return-to-work alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative results if the conduct involved a controlled substance.

In addition, each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use:

- (i) Shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program prescribed.
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances test administered by the Employer following the employee's return to work. The number and frequency of such follow-up testing shall be directed by the substance abuse professional or the employer in the first twelve (12) months following the employee's return to work.

When and if it becomes necessary to impose discipline for on-the-job infractions that stem from substance-induced impairment, discipline will be progressive and proportional to the infraction and hazard presented by the impairment.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Assistance Program. Employees who seek voluntary assistance for alcohol and/or controlled substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employees' written consent. An Employee Assistance Program Counselor who is a qualified substance abuse professional shall not disclose information on controlled substance/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee. However, if in the course of his/her duties an employee becomes subject to the provisions of this Substance Abuse Policy, the subject employee must inform the Employer representative(s) of his/her involvement in the "Employee Voluntary Self-Help Program" and sign any necessary releases so that the Employer can be assured via biweekly reports from the substance abuse professional or the Employee Assistance Program intermediary that the subject employee is fulfilling the requirements of the rehabilitation program and that the safety and health of the employee and their co-workers is not at risk because of continued substance abuse. The Employer should be made aware if the subject employee is using, during rehabilitation, any prescriptive medication(s) whose effects would put the subject employee and/or their co-workers at risk from a safety and health standpoint.

SAVINGS CLAUSE

Should any part of this Memorandum of Understanding be determined contrary to law, such invalidation of that part or portion of this Memorandum of Understanding shall not invalidate the remaining portions. In the event such determination, the parties agree to immediately bargain in good faith in an attempt to agree upon a provision for the invalidated portion which complies with the law.

No waiver of legal rights: the parties agree that the Memorandum of understanding shall not diminish the rights of individual employees under the state and federal laws relating to controlled substance and alcohol testing.

INDEMNITY CLAUSE

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities by an employee of the Employer that may arise out of the Employer's application or enforcement of this Memorandum of Understanding, including bearing any expenses incurred by the Union in defending litigation arising out of the employer's activities in carrying out the drug testing program. This shall have no application to the Union's costs and fees in pursuing an arbitration or other litigation on behalf of an employee.

GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this controlled substance and alcohol abuse testing policy will be subject to the grievance and arbitration procedure of the Collective Bargaining Agreement.

ATTACHMENT III

Mr. Louis Mleczko
Newspaper Guild of Detroit
Local #22
3300 Book Building
Detroit, MI 48226

Dear Mr. Mleczko:

SUBJECT: Lunch Periods

During the bargaining for the current Collective Bargaining Agreement, the practice of scheduling lunch periods was discussed. The Company agreed that a maximum of one hour could be scheduled by the Company as an unpaid lunch period during a 7-1/2 work day, unless mutually upon agreed between the supervisor and the employee.

So there is no misunderstanding, the practice of scheduling a 7-1/2 hour work day within a 9 hour period is no longer an option unless, as we discussed, the employee and the supervisor mutually agree to a longer period of time.

This is a redraft of the letter from Tim Kelleher to Lou Mleczko

ATTACHMENT IV

May 25, 2007

Mr. Louis J. Mieczko
President
Newspaper Guild of Detroit
Local 22
3300 Book Building
Detroit, MI 48226-1822

Dear Lou,

The following letter of understanding sets forth our agreement on certain issues relating to overtime compensation.

The parties agree that overtime compensation under Article V shall be granted to employees at their option of either:

- (a) time and one-half their regular rate of pay for the overtime worked, or
- (b) compensatory time off at a rate of one and one-half (1-1/2) hours of compensatory time off for the overtime worked which shall be taken upon the mutual agreement of the employee and the company.

Reporters, columnists, artists, photographers, cartoonists and assistant editors 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.

This is a redraft of the letter from Tim Kelleher to Lou Mieczko dated December 7, 1999

ATTACHMENT V

November 3, 2000

Mr. Louis J. Mieczko
President, Local 22
Newspaper Guild of Detroit
3300 Book Building
Detroit, MI 48226

Dear Lou:

This letter modifies our previous correspondence to you regarding the resolution of our negotiations between the Guild and the Detroit Free Press. The following is in addition to our proposal for a Collective Bargaining Agreement.

If the Collective Bargaining Agreement, as proposed, is ratified by the membership and the Union, the Free Press agrees upon ratification, to increase for future retirees the multiplier in the Pension Plan from 1.2 to 1.3 and the dollar benefit from \$14 (fourteen dollars) to \$16 (sixteen dollars). This improvement will also apply to anyone who retired on or after January 1, 1995.

Further, upon ratification, the Free Press will agree to pay \$540,000.00 (Five Hundred Forty Thousand Dollars) into a "trust fund for retiree health benefits" to be used for the retiree portion of health care premiums, whatever they may be, now or in the future. This payment is in full and final consideration for the promise that was made by Knight Ridder and the Detroit Free Press to the Guild, at the creation of the Joint Operating Agreement, and thus will release any and all obligations of Knight-Ridder, Inc. and/or the Detroit Free Press, verbal, written or otherwise, relating to that promise.

Also attached is a memorandum of Agreement.

Marshall W. Anstandig

ATTACHMENT VI

May 25, 2007

Employees who, on January 15, 2007, were receiving night differential will have that amount rolled into their base pay. Employees who received night differential pay in 2006, but ceased receiving it before January 15, 2007, will have the weekly average of the night differential they received in 2006 rolled into their base pay. All roll ins will be effective as of the ratification date.

John B. Jaske

ATTACHMENT VII

May 25, 2007

The union withdraws its arbitration on consecutive days off and the company withdraws its proposal on that subject, both without prejudice.

Also, the arbitration decision of May 2007 regarding violation of the Ethics Policy will not be treated as an unachieved demand in future arbitrations.

John B. Jaske

ATTACHMENT NO. VIII

Smoker's Surcharge Policy

In keeping with DMP's effort to support a non-smoking lifestyle effective August 1, 2007, there will be a pre-tax smoker's surcharge of \$60 per employee per month over and above the regular health plan contributions. Non-smokers can avoid this surcharge if they indicate their non-smoking status on the enrollment form. Current smokers can avoid the \$60 per month surcharge by answering "NO" to the question on the enrollment form provided that they participate in a smoking cessation program, either sponsored by DMP or an outside vendor, during the Plan Year. Smokers who quit during the Plan Year and remain smoke-free can call Human Resources and affirm their non-smoking status. The smoker's surcharge will be removed as long as they remain smoke free. This program applies to employees only, not dependents or domestic partners.

Spousal Surcharge Policy

A Spousal Surcharge will apply if an employee's spouse or domestic partner is covered by a DMP medical plan and has coverage available through another employer. The following information outlines the provisions of this policy.

APPLICATION OF SPOUSAL SURCHARGE

Except as provided under "Exclusions" set forth below, the spousal surcharge will be imposed on all DMP employees whose spouse or domestic partner is currently enrolled in a DMP medical plan, if such spouse or domestic partner is eligible to enroll for medical coverage through his/her employer. This includes employees on long-term disability, FMLA or unpaid leave of absence. (Note: cannot apply surcharge if leave also triggers COBRA rights and surcharge results in employee having to pay more than COBRA rates.)

SPOUSAL SURCHARGE AMOUNT

The spousal surcharge of \$150.00 per month will be treated the same as other employee contributions and will be deducted on a pre-tax basis for employees who enroll for employee plus, spouse, domestic partner or family medical coverage.

SPOUSAL SURCHARGE ELECTION

Employees who elect employee plus spouse, domestic partner or family medical coverage must complete the enrollment form. If the employee does not complete the enrollment form and the employee is enrolled for employee plus spouse, domestic partner or family medical coverage on August 1, 2007, the spousal surcharge will apply.

Note: Inaccurate information or misrepresentation provided by an employee may result in disciplinary action up to and including termination of employment.

CHANGE IN FAMILY STATUS

The spousal surcharge will apply if the marital status of an employee changes during the plan year and the employee elects to enroll his/her spouse in a DMP medical plan and the spouse has coverage available through another employer. To add a spouse to a DMP medical plan, the employee must notify the Human Resources Department within 30 days from the date of the marriage. If the spouse of an employee becomes employed, becomes eligible for medical coverage or there is another event which affects the applicability of the spousal surcharge during the plan year, it will be the employee's responsibility to contact the Human Resources Department to add or cancel the spousal surcharge. The change in the surcharge will become effective as soon as permitted under the plan and applicable law.

SPOUSE'S OPEN ENROLLMENT PERIOD:

If the employer's open enrollment period for an employee's spouse is not on a calendar year, the employee and his/her spouse will need to review their respective health plans and make a decision on coverage and notify the Human Resources Department as follows:

- * If the decision is made to enroll the spouse in the spouse's employer plan, the DMP employee should call the Human Resources Department within 30 days of the enrollment period. The DMP employee should direct the Human Resources Department to remove his/her spouse from coverage and to adjust the level of coverage (change from employee plus spouse to employee only or from family to employee plus children).
- * If the decision is made to continue coverage for the spouse in a DMP health plan, the DMP employee should contact the Human Resources Department within 30 days of the enrollment period and direct the Human Resources Department to apply the spousal surcharge. The spousal surcharge will be effective the first of the following month.

EXCLUSIONS:

The spousal surcharge will not apply to:

- * Spouses or domestic partners who are unemployed and are not eligible for medical coverage through another employer group.
- * Spouses or domestic partners who are employed on a part-time basis and do not have health coverage available on the same basis (plan design and employee costs) as a full-time employee.
- * Spouses or domestic partners who are self-employed. The spousal surcharge will not apply if a spouse who works alone or owns a small business and does not have access to or provide a health care plan. However, spouses who own or are part owners of a business, or are partners in a partnership, where a health care plan is available, will be subject to the spousal surcharge if covered under a DMP health plan.
- * Spouses who are also employed by DMP. If the spouse of an employee is also a DMP employee and is enrolled in a DMP medical plan, the spousal surcharge does not apply.
- * Dependent children enrolled in a DMP medical plan.
- * Spouses or domestic partners who are enrolled in the DMP dental or vision plans but are not enrolled in a DMP medical plan.
- * Retirees.

* Employees who have a spouse or domestic partner whose principal medical coverage is through Medicare – whether for disability reasons or because the spouse or domestic partner is age 65 or over.

* Spouses or domestic partners whose health plan open enrollment periods have already taken place in 2006. In 2007, employees and their spouses or domestic partners will need to review their respective health plans during the spouse's or domestic partner's open enrollment period and make a decision on the coverage for themselves and their families and then notify the Human Resources Department with 30 days (please refer to "Spouse's Open Enrollment Period" section for further details).

DMP reserves the right to change or discontinue this policy at any time and for any reason.

SPOUSAL SURCHARGE: FREQUENTLY ASKED QUESTIONS

Q1. Do I have to indicate my spouse's or domestic partner's status on the enrollment form during re-enrollment?

A1. Yes. If you do not provide this information and are enrolled for employee plus spouse or employee plus family coverage, you will be charged an additional \$150.00 per month even if your spouse does not have coverage elsewhere.

Q2. My spouse's open enrollment took place earlier this year so we can't make any changes in that plan until next year. Do I have to pay the surcharge if my spouse is on my plan now?

A2. No, the surcharge will not apply until your spouse's open enrollment occurs in 2010. At that time you need to review your health care plans and make a decision on which coverage to take. You must notify the Human Resources Department of your decision within 30 days of your spouse's open enrollment. You may drop your spouse from DMP's plan and change your coverage to employee only or employee plus children, or you may decide to keep your spouse on DMP's plan and pay the surcharge.

Q3. What do I have to do to report my spouse's status?

A3. Select "Yes" (on the enrollment form) – If your spouse/domestic partner is not employed by DMP and if your spouse is eligible for any medical coverage through his/her employer and if you have elected You + Spouse or You + Family medical coverage.

Select "No" (on the enrollment form) – If your spouse/domestic partner is employed by DMP; or if your spouse/domestic partner is not eligible for medical coverage through his/her employer; or if your spouse/domestic partner is not employed; or if you have elected No Coverage, You Only Coverage or You + Child(ren) medical coverage.

Q4. Do I have to pay the surcharge if my spouse is self-employed?

A4. A spouse who works alone or owns a small business and does not have access to or provide a health care plan would not be subject to the surcharge. A spouse who owns or is a part owner of a business, or is a partner in a partnership where a health care plan is available, would be subject to the surcharge if covered under a DMP health plan.

Q5. My spouse's plan is not as good as DMP's. Do I still have to pay the surcharge if I cover my spouse under DMP's plan?

A5. Yes.

Q6. My spouse works part time. Do I have to pay the surcharge if I cover my spouse?

A6. Spouses who work part-time and do not have access to their employer's coverage on the same basis as full-time employees are not subject to the surcharge.

Q7. How does the surcharge apply to my children?

A7. It does not apply. Children can be covered by the DMP plan without a surcharge.

Q8. Does the surcharge apply to domestic partners?

A8. Yes, if they have coverage available elsewhere.

Q9. If I get married and enroll my spouse under my health plan, will the surcharge apply?

A9. The surcharge will apply if your spouse has coverage available elsewhere.

Q10. Does the surcharge apply to dental and vision coverage?

A10. No. The surcharge applies to enrollment in a medical plan.

Q11. Is the \$150.00 per month surcharge pre-tax?

A11. Yes.

Q12. If my spouse loses coverage under his/her plan, can I enroll him/her under DMP's plan?

A13. Yes, federal regulations (HIPAA) allow for immediate enrollments during the year when there is a change in family status. You must do so within 30 days.

Q13. I have several questions about the surcharge. Whom should I call?

A13. Contact a benefits representative at (313) 222-2593 or (586) 826-7356.

Q14. What is my deadline for making a decision about my spouse's coverage? My spouse's open enrollment is in November so I have not made a decision yet.

A14. DMP's open enrollment ends December 12, 2010.

Q15. Do I have to pay the surcharge if my spouse has coverage with the military?

A15. Yes. The surcharge applies to all spouses who have other available coverage.

Q16. If I remove my spouse from my health coverage, will my employee contribution be reduced?

A16. Yes. If you are currently enrolled for family coverage, your level of coverage would change to employee plus child(ren) and the amount of your contribution would decrease.

If you are enrolled for employee plus spouse coverage, your level of coverage would change to employee only and your contribution would be less.

Q17. Are retirees subject to the spousal surcharge?

A17. No.

Q18. My spouse has Medicare due to a disability or is over age 65. Does the surcharge apply?

A18. No, the surcharge does not apply. However, the DMP plan is the primary coverage for your spouse, not Medicare. This is important because the Health Care Financing Administration (HCFA) has special rules about the payment of medical expenses when a spouse is covered by an active group plan like DMP's. Employees who enroll their Medicare-eligible spouses for coverage in a DMP health plan must tell their providers to submit claims to our insurance vendors (Empire or HAP) and not Medicare.

Q19. Are other companies doing this?

A19. A number of companies in our industry have taken a similar step or are considering it for their next re-enrollment.

Q20. How will DMP enforce the spousal surcharge rules and provisions?

A20. We will rely on our employees' best efforts to comply with these requirements. To help them, the company will provide detailed information during the re-enrollment season and in our benefit booklets and plan documents. Inaccurate information or misrepresentations provided by an employee may result in disciplinary action up to and including termination of employment.

Attachment IX

In the course of the 2010 negotiations, the parties have agreed to the elimination of references to certain job classifications not currently filled. This is not intended to affect the scope of the Guild's bargaining unit or work jurisdiction, and such job classifications will be in the bargaining unit if they are filled in the future.

The positions of General Clerk and Secretary are, with the 2010 contract, eliminated and persons holding those positions shall be reclassified as Editorial Research Assistant; the seniority of the three positions will be merged and dovetailed.

Attachment X

APPLICATION OF JOINT BARGAINING WAGE AGREEMENT

In joint bargaining for the 2010-2012 collective bargaining agreement, 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 XX (F) but is not required to do so.