

# AGREEMENT

between

**DETROIT MEDIA PARTNERSHIP**

and

**NEWSPAPER GUILD OF DETROIT, LOCAL #34022  
(JANITORS)**

## **PREAMBLE**

AGREEMENT is made this 14<sup>th</sup> day of November 2010, between DETROIT MEDIA PARTNERSHIP, hereinafter known as the "Company," and the NEWSPAPER GUILD OF DETROIT, hereinafter known as the "Guild," for itself and in behalf of all Janitors employed by the Company pursuant to certification issued by the National Labor Relations Board in case No. 7-RC-19188.

## **ARTICLE I GUILD SHOP**

Union Membership: It shall be a condition of employment for all active employees who are members of the Union on the effective date of this Collective Bargaining Agreement to remain members of the Union for the term of this Collective Bargaining Agreement, and it shall also be a condition of employment for all employees who become members of the Union during the term of this Collective Bargaining Agreement to remain members of the Union for the term of this Collective Bargaining Agreement. The Company shall furnish to the Union within two (2) weeks of hiring a new employee, the name, address, and telephone number of such newly hired employee.

The 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.

## **ARTICLE II JURISDICTION**

The jurisdiction of the Guild is defined as the kind of work performed by employees in the bargaining unit described in NLRB Certification #7-RC-19188. It is understood and agreed that the

Guild does not have jurisdiction over work performed in warehouses, region offices, division offices, district offices, bureaus and other satellite offices of the Company.

### **ARTICLE III SUBCONTRACTING**

The Company may subcontract any work as described in Article II – Jurisdiction. Before subcontracting any work normally performed by bargaining unit employees, the Company will notify the union, unless bargaining unit employees are unable to perform such work, unable to meet schedules or unless special expertise or equipment is required.

### **ARTICLE IV NO DISCRIMINATION**

The Company and the Guild, committed to equal opportunity for all, agree not to discriminate with regard to race, creed, color, religion, national origin, sex, age, handicaps, height, weight or marital status in the application of this Agreement.

### **ARTICLE V INFORMATION**

1. The Company shall furnish to the Guild, in writing, within fourteen (14) days after their employment, the name, address, telephone number, date of hiring, date of birth, salary, contract classification, sex and race of persons hired after the effective date of this Agreement.
2. The Company shall notify the Guild, in writing, of changes in any of the above and of any resignation, retirement or death and the effective date.

### **ARTICLE VI GRIEVANCE PROCEDURE**

1. A grievance shall be defined as an alleged violation of the terms of this Agreement.
2. A grievance shall be submitted by either party only by a written notice setting forth the facts giving rise to the grievance, the grounds for the complaint and the relief requested.
3. In order to be timely, a grievance must be submitted within twenty-one (21) days for discipline and discharge and fourteen (14) for other contract violations, following the date on which an aggrieved employee or the Guild knew or reasonably could have known of its occurrence.
4. The Joint Standing Committee shall consist of not more than

two (2) members appointed by the Guild and two (2) members appointed by the Company and shall meet within ten (10) calendar days following receipt of a timely written grievance. If the Joint Standing Committee is unable to resolve a grievance, the Guild may, within thirty (30) calendar days thereafter, appeal the grievance to arbitration. Grievances not appealed to arbitration within thirty (30) calendar days shall be considered settled.

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

#### **ARTICLE VII SENIORITY/JOB SECURITY**

1. No employee shall be dismissed or disciplined except for just and sufficient cause or to reduce the force. Copies of written disciplinary action will be given to the Guild.

2. An employee shall be probationary for ninety (90) days. The probationary period may be extended for up to ninety (90) days upon mutual agreement between the Company and the Union. Thereafter, an employee shall be considered to have seniority dating back to the most recent date of hire.
3. Seniority is defined as length of continuous service with the Company and shall entitle employees to those benefits expressly enumerated in this Agreement. An employee who leaves the bargaining unit shall have his/her seniority frozen. If that employee returns to the bargaining unit, seniority shall resume upon the date of return to the bargaining unit.
4. Employment shall be deemed continuous unless:
  - (a) An employee resigns,
  - (b) An employee retires,
  - (c) An employee is dismissed for just cause,
  - (d) An employee refuses to accept a recall to work,
  - (e) An employee remains on layoff for a period of time equal to the employee's seniority at the time of layoff, up to a maximum of eighteen (18) months.
5. Upon discharge, an employee making written request within five (5) calendar days shall receive a written statement of the cause of discharge.
6. Dismissal to reduce the force and discharges made during the probationary period shall not be subject to review under Article VII.
7. There shall be no discrimination against any employee because of his or her membership or activity in the Guild.
8.
  - (a) Employees laid off to reduce the force shall be laid off in inverse order of seniority. Such employees shall be placed on a rehiring list and, if vacancies occur, shall be given opportunity to report for work in order of seniority before new employees are hired. 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.
  - (b) One rehired under Sub-Section (a) above shall be paid the rate of pay the individual was paid at the time of lay-off plus any increase the individual would have received since he/she was dismissed.

9. For the purpose of layoff and recall only:
  - a. All part-time employees shall be laid off before any full-time employees.
  - b. Full-time employees shall have a seniority date from the first day of employment in the bargaining unit as a full-time employee.
  - c. Part-time employees shall have a seniority date from the first day of employment in the bargaining unit as a part-time employee. A part-time employee who subsequently becomes a full-time employee shall establish a seniority date as outlined in (b) above.
10. Supervisors may perform bargaining unit work.

#### **ARTICLE VIII JOB TRANSFER/BID**

1. The Company shall post all job openings in the Maintenance Department for a period of seven (7) consecutive days. Present employees shall be given first opportunity to fill job openings according to their seniority in the Maintenance Department. The Company will not be required to post openings as a result of filling the initial posting. Employees who have less than one (1) year of seniority or who have received discipline within six (6) months of the posting are not eligible to apply for such opening.
  - a. During the first two (2) weeks of each December, the Company will allow employees to express their preference of facility and shift for the following calendar year. Employees will select their preference based on their seniority. Employees will be placed by seniority in their requested facility and shift provided they have the requisite seniority and physical ability beginning the third week of January. Employees lacking sufficient seniority to be placed on their requested shifts will be placed on the remaining open shifts taking into account their preference insofar as practical.
2. In the event of a reduction at one location and an increase at another location, and there are no voluntary applications, the least senior employee in the Maintenance Department in the affected location shall be reassigned. Seniority shall prevail in such situations unless physical

limitations prevent such transfer.

#### **ARTICLE IX HOURS**

1. The work day shall consist of eight (8) consecutive hours exclusive of lunch time.
2. The work week shall consist of five (5) days or nights falling within the work week. The Company will attempt to schedule consecutive off days. The work week shall be from Monday through Sunday.
3. Overtime shall be compensated at the rate of time and one-half of the applicable straight-time rate. Overtime shall be defined as work beyond the unit of hours in the work day, or days in the work week.
4. Employees shall whenever possible be given two (2) weeks' notice by the Company of changes in their regular weekly work schedule.
5. No employee shall be required to work a regular scheduled shift which would require his/her return to work less than ten (10) hours after he/she completes the previous regularly scheduled shift.
6. Any full-time employee required to work on his/her day off shall be compensated for a full day at the overtime rate providing the employee completes the work week. It is understood that an individual volunteering to work on their day off may be offered less than eight (8) hours but in no event will work less than four (4) hours.
7. Overtime will be distributed as equally as practical over a reasonable period of time and will be worked when required by the Company. The Company shall cause a record of overtime to be kept.

#### **ARTICLE X NO STRIKE/NO LOCKOUT**

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

#### **ARTICLE XI LEAVE OF ABSENCE**

1. Employees of five years or more continuous service may,

upon timely request, be granted a leave of absence without pay or benefits not exceeding six months in duration. An employee shall be limited to one such leave during the term of this Agreement.

2. An employee's request for a personal unpaid leave of absence upon the birth or adoption of a child shall be granted for up to six months.
3. 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 the 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 Company 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.
4. Time spent on leaves provided for in this Article shall be considered service time with the Company in computing seniority and other benefits of this Agreement.

#### **ARTICLE XII HOLIDAYS**

1. The following days or days observed as such shall be considered holidays for employees with six (6) months or more of seniority: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday. The Company may require any or all of the employees to work on any or all of these holidays as in its judgment the necessities of the business require.
2. When an employee is required to work on a holiday, she or he shall be paid double time for all hours worked on the holiday.
3. Holidays not worked but paid for shall be construed as days worked for the purpose of computing overtime.
4. When an employee's regular day off falls on a holiday, he or she shall be given an extra day's pay at the straight-time rate, and allowed an additional unpaid day off to be taken within one (1) year of the missed holiday and with the approval of the supervisor. Such additional day off shall be construed as a day worked for the purpose of computing overtime.

5. If the employee's birthday is February 29, such birthday holiday shall be observed on March 1, in any non-Leap Year.
6. To be eligible for holiday pay an employee must work the scheduled day before and day after the holiday unless excused by the office.

#### **ARTICLE XIII VACATION**

1. Employees are entitled to an annual vacation with pay at the rate of one (1) week for six (6) months of continuous service, two (2) weeks after one (1) year of continuous service, three (3) weeks after three (3) years of continuous service and four (4) weeks after five (5) years of continuous service as of December 31 of the preceding calendar year. 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.
2. Vacation shall be earned and taken during the calendar year. Vacation may not be accumulated from year to year.
  - a. 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 weeks vacation in the calendar year.
  - b. 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.
  - c. 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.
  - d. For the purpose of this Section, shifts worked are defined as all shifts for which the employee is paid.
  - e. Vacation time that is not used by the employee within the calendar year will not be paid out at the end of

the year nor will it carry over into the next year.

3. Vacation schedules shall be arranged by seniority and shift in each building location by building management and the department steward in a manner that will protect the efficiency of the operation as outlined below. See section 3c for number allowed off.
  - a. A list of those eligible for vacation and the amount of vacation entitlement will be available to employees and the Union by March 1 of each year.
  - b. Vacation shall be taken in increments of one calendar week unless otherwise mutually agreed between the employee and his/her supervisor. The ability to utilize two (2) weeks of vacation (ten days) a day at a time with prior approval will be allowed. The employee will notify his/her supervisor of single day vacations a minimum of seven (7) days prior to the day taken.
  - c. Where less than five (5) employees are scheduled on a shift, at least one (1) employee will be allowed on vacation each week. At least two (2) employees will be allowed on vacation each week where five or more employees are scheduled on a shift. Effective January 1, 2011 at least one (1) employee will be allowed on vacation each week, except that two (2) employees will be allowed on vacation each week where seven (7) or more employees are scheduled on a shift.
  - d. If an employee selects a vacation week and is awarded that week, but then desires not to take that week as vacation, that employee shall notify the Company at least fourteen (14) days before the vacation week was to commence. That vacation week will be posted for selection according to seniority for seven (7) days and the union steward will be notified. If no interest is expressed during that period, then it may be selected on a first-come first-served basis. If the employee fails to provide fourteen (14) days notice, the employee shall take the selected week as vacation.
4. If a holiday falls on an employee's off day or within an employee's vacation period, the employee will receive an additional day's pay at his regular straight-time rate. The employee may arrange to take an unpaid day off with prior approval of the supervisor. Any unpaid time off must be

taken within twelve (12) months of the holiday.

5. 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.
6. Part-time employees shall earn vacation on a pro-rata basis according to their seniority and time worked.
7. Time lost due to a disability compensable under Article XXI Sickness and Accident and Personal Days or under applicable Michigan Workers Compensation Act shall be counted as time worked for the purpose of computing earned vacation up to a maximum of twenty-six (26) weeks for any one continuous period of absence.

#### **ARTICLE XIV NATIONAL EMERGENCY**

1. Any employee who is subject to induction and who volunteers for, or is inducted into, the services of the Armed Forces of the United States or its military auxiliaries, and who, at the termination of such service (i) is honorably discharged or otherwise honorably released from service; and (ii) makes application for reemployment within ninety (90) days after the release from such service, shall be restored to his or her former position or to a position of like seniority, status and pay and with accumulated severance rating, if he or she is still qualified to perform the duties of such position, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee is not qualified to perform the duties of his or her former position or of one comparable thereto, he or she shall be given such other position as may be available, and which he is capable of performing, and shall be paid the then-existing wage established for such position. In no case shall the severance rating of such employee be impaired by reason of his or her absence in military service or disabilities resulting therefrom.
2. Employees covered hereby shall be considered as having been on furlough or leave of absence during such period of service and shall be entitled to participate in all benefits offered by the Company pursuant to established rules with the Company at the time such person entered such service.

3. This clause shall not be construed as requiring the Company to restore a position which may have been terminated.
4. An employee promoted to take the place of one entering upon military leave of absence may, upon reinstatement of such employee, be returned to his or her former position and wage.
5. Any employee hired as a replacement for one entering upon a military leave of absence shall be considered a temporary employee, but shall be covered by all the provisions of this Agreement during his or her employment, except that if such employee is required to leave to enter military service, he or she shall not be entitled to the benefit of the provisions of Sections (a), (b) and (c) of this Article. Replacement employees shall be given written notice of their temporary status at the time of employment.

**ARTICLE XV MANAGEMENT RIGHTS**

Except as otherwise specifically set forth in this Agreement the management of the business and the direction of the working force including the right to plan, direct and control plant operations, to schedule and assign work to employees, and to maintain the efficiency of employees; to determine the means, methods, processes and schedules of production; to determine the products to be manufactured; to determine whether to make or buy; the location and continuation of its manufacturing operation, and operating departments; to establish and require employees to observe reasonable company rules and regulations, are the sole right of the Company.

**ARTICLE XVI WAGES**

Employees hired prior to May 1, 1992, will be paid a minimum of \$14.3927 effective November 15, 2010 (prior to November 15, 2010 the hourly rate was \$15.0709).

Any employee hired after May 1, 1992, will be paid as follows:

	Hourly Rate 11/15/2010	Hourly Rate Prior
Start	\$8.9634	\$9.3858
After 6 Months	\$9.5405	\$9.9900
After 1 Year	\$10.1174	\$10.5941
After 2 Years	\$10.6944	\$11.1983
After 3 Years	\$11.2713	\$11.8024

**ARTICLE XVII WAGE DIFFERENTIAL**

A five dollar (\$5.00) per shift (.625 per hour) premium will be paid for those individuals who work a majority of the shift (straight-time hours) after 6:00 p.m. or before 6:00 a.m. Overtime will not change the status of the shift.

The Company will pay ten dollars (\$10.00) per shift (\$1.25 per hour) to the individual designated by management as the shift leader and to the employee assigned to the shipping and receiving clerk position. It is further understood that the shipping and receiving clerk position and one shift leader per shift are exempt from the annual bid process.

**ARTICLE XVIII PENSION**

In addition to the wage scales set forth in this Agreement, the Company will contribute to The Newspaper Guild International Pension Plan effective August 6, 2007, the amount of eleven dollars (\$11.00) per shift, 260 shift cap per year, for each full-time or regular part-time employee. The union has agreed to an additional twenty cent (20¢) per shift effective January 21, 2008; and an additional twenty cent (20¢) per shift effective January 19, 2009. Additional diversions may be made as requested by the union.

**ARTICLE XIX JURY DUTY**

Regular full-time employees 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.

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.

**ARTICLE XX LIFE INSURANCE**

The Company will provide group term life insurance in the amount of twenty-five thousand dollars (\$25,000) until retirement. Upon retirement the Company will provide fifteen hundred (\$1,500) group term life insurance. Employees will be eligible for this insurance the first of the month following employment.

**ARTICLE XXI SICKNESS AND ACCIDENT BENEFITS AND PERSONAL DAYS**

1. The Company may pay the premiums for sickness and accident insurance issued by a company of their selection or may be self-insured in providing the following schedule of benefits for a period not to exceed 26 weeks:

Basic weekly earnings:	\$500 and over	\$499 or less
Weekly sickness & accident benefit for seniority employees beginning with 8th day illness/1st day hospitalization or accident*	\$300.00	\$200.00

\*Benefits will be pro-rated for eligible part-time employees.

2. Sick and Personal Days

There will be a total of five (5) days per calendar year to be used as sick or personal days. The employee must get prior approval from their supervisor in order to use a personal day. New hires will be eligible the first of the next year following 90 days of employment. Employees covered by this Agreement will be paid for any sick day(s) not used during the calendar year during the month of January.

**ARTICLE XXII BEREAVEMENT**

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 to attend the funeral. It is understood that one (1) day must be the day of the funeral or memorial service.

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.

**ARTICLE XXIII MISCELLANEOUS**

1. Payment of wages shall be made biweekly and in United States currency or check. Efforts to resolve pay discrepancies will be made the next business day.

2. The Company shall pay all legitimate expenses of the employee incurred in the service of the Company. The Company shall furnish all materials necessary for the work done in his/her service.
3. The Company will provide bulletin boards, in a suitable place, in each plant for the posting of Guild notices and announcements.
4. The Company agrees not to have or enter into any agreement with any other employer, binding such other employer, not to offer or give employment to employees of the Company.
5. 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.
6. Employees will be subject to "for cause" drug and alcohol testing.

#### **ARTICLE XXIV – SEVERANCE**

Upon dismissal of any employee to reduce the force, the employee shall receive a sum equivalent to one (1) week's salary for each six (6) months, or fraction thereof, of continuous employment with The Detroit News, Free Press or Detroit Newspaper Partnership, not to exceed a maximum of twenty-six (26) weeks.

Severance pay shall be computed at the contractual base weekly wage in effect at the time of the dismissal. Absence due to illness, vacation or leave of absence shall not be construed as interruption of continuous employment.

#### **ARTICLE XXV 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 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 - 14% of total program cost

Annual compensation between \$35,000 and \$75,000 - 20% of total program cost

Annual compensation greater than \$75,000 - 24% of total program cost

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

Annual compensation less than \$35,000 - 18% of total program cost

Annual compensation between \$35,000 and \$75,000 - 24% of total program cost

Annual compensation greater than \$75,000 - 27% of total program cost

- (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's contributions in (l) and (m) below
- (g) Eligibility for regular full-time employees shall commence on the first of the month following the completion of three (3) months of employment.
- (h) 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.

- (i) 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 (2.) 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.
  
- (j) 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**

- (k) 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.
  
- (l) 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.
  
- (m) 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.

- (n) 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.
- (o) 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 appropriate so long as they present proof of continued credible coverage.
- (p) Any employee hired after October 13, 2003, will not be entitled to participate in the health care program for retirees.
- (q) Effective October 13, 2003, retirees are not eligible for dental or optical coverage.
- (r) Effective October 13, 2003, dependents cannot be added to coverage after retirement, e.g., a new spouse, guardianship or adoption.
- (s) 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, where applicable. Additionally and/or alternatively, the Union may contribute monies into such reserve from its treasury.
- (t) 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 XXVI OTHER BENEFITS**

This will confirm our agreement that the following benefits offered by the Company will be maintained during the life of the Agreement provided they are available:

- \*Spending Account
- \*Educational Assistance Program
- \*Travel Accident Insurance
- \*Employee Assistance Program
- \*Employee Subscription Program
- \*Employee Classified Ad Discounts

**ARTICLE XXVII            401(K)**

Eligible employees who are scheduled to work at least 20 hours per week may participate in Gannett's 401(K) plan; this participation will be without company matching funds. Eligibility is as set forth in the plan.

**ARTICLE XXVIII    TERM**

1.    The term of this Agreement shall be from November 14, 2010 through November 13, 2012, both days inclusive.
  
2.    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 other party in writing within sixty (60) days prior to said date, during which period negotiations between the parties shall proceed. The terms and conditions of this Agreement shall remain in effect during such negotiation.

DETROIT MEDIA PARTNERSHIP

NEWSPAPER GUILD OF  
DETROIT #34022

Kristi D. Plain

Louis J. Mleczko

Tom Conrad

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is entered into by the **Detroit Media Partnership** (hereinafter referred to as "The Employer") and **Newspaper Guild of Detroit** ("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.

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

- \* 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 Benzoyllecgonine
- 3 Delta-9-tetrahydrocannabinol

An initial and confirmation breath alcohol test under the procedures established by the Department of Transportation applicable standards on a 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 employee's 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.

NEWSPAPER GUILD OF DETROIT - JANITORS

CONTRACT INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
401(K) . . . . .	XXVII	18
Bargaining . . . . .	XXVIII	18
Benefits, other . . . . .	XXVI	18
Bereavement Leave . . . . .	XXII	12
Bulletin Boards . . . . .	XXIII	13
Change in Schedule . . . . .	IX	5
Discipline . . . . .	VII	4
Disputes . . . . .	VI	2
Drug and Alcohol Testing. . . . .	Memo	19
Dues Deduction . . . . .	I	1
Grievance Procedure . . . . .	VI	2
Health Care Program . . . . .	XXV	13
Holidays. . . . .	XII	6
Hours of Work . . . . .	IX	5
Information to Guild . . . . .	V	2
Job Bids . . . . .	VIII	5
Job Openings . . . . .	VIII	5
Jurisdiction. . . . .	II	1
Jury Duty . . . . .	XIX	11
Layoff . . . . .	VII	4
Leave of Absence . . . . .	XI	6
Life Insurance. . . . .	XX	11
Lockout . . . . .	X	6
Management Rights . . . . .	XV	10
Military Leave . . . . .	XIV	9
Non-Discrimination. . . . .	IV	2
Overtime . . . . .	IX	5
Pension . . . . .	XVIII	10
Personal Days . . . . .	XXI	12
Preamble. . . . .	-	1
Probationary Period . . . . .	VII	3
Recall . . . . .	VII	4
Recognition . . . . .	I	1
Reduction in Force . . . . .	VII	4
Seniority . . . . .	VII	3
Severance . . . . .	XXIV	13
Shift Differential . . . . .	XVII	11
Shift & Facility Preference . . . . .	VIII	5
Shift Leader . . . . .	XVII	11
Shipping & Receiving Clerk . . . . .	XVII	11
Sickness & Accident . . . . .	XXI	12
Sick or Personal Days . . . . .	XXI	12

Strikes . . . . .	X	6
Subcontracting . . . . .	III	2
Term . . . . .	XXVII	18
Union Leave of Absence . . . . .	XI	6
Union Membership . . . . .	I	1
Vacation . . . . .	XIII	7
Wages . . . . .	XVI	10
Work Week . . . . .	IX	5