

Collective Bargaining Agreement

Between

**DETROIT FREE PRESS, INC.**

**For**

**THE DETROIT FREE PRESS**

**and**

**NEWSPAPER GUILD OF DETROIT**

**October 13, 2003 to January 14, 2007**

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**AGREEMENT**

**between**

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

**and**

**NEWSPAPER GUILD OF DETROIT**

This Agreement made this 13<sup>th</sup> day of October, 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  
EXCLUSIONS**

Section 1. The following positions are excluded from the application of this Agreement: A list of excluded positions and the names of employees currently in those positions as agreed upon between the parties is available in the office of The Newspaper Guild and the Administration Department of the Detroit Free Press (Also see Attachment I for additional positions).

Section 2. Those employees of the Washington Bureau of Knight-Ridder Newspapers, Inc., 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.

Section 3. (a) 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.

b) Performance of such work shall be assigned to employees of the Publisher as described in Section 3(a) 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.

## **ARTICLE II GUILD**

Section 1. (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. The Agency 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.

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

Section 2. 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.

Section 3. (a) The publisher shall furnish to the Guild, in writing, within a week 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.

(b) The Publisher shall notify the Guild of changes in classification, and also of resignations, retirements or deaths and effective dates.

Section 4. 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.

Section 5. 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.

Section 6. There shall be no dismissal of, or discrimination against, any employee because of his/her membership, non-membership or activity in the Guild.

Section 7. (a) 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.

(b) 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**

Section 1. No employee on the payroll on the date of effective date of this Agreement or subsequently hired during the term of this Agreement shall receive less than the rates of pay set below.

(a) Effective October 13, 2003:

<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>Library Reference Clerk, General Clerk:</u>					
\$477.53	\$486.05	\$494.28	\$521.76	\$564.36	\$613.33
<u>Radio TV Log Assistant:</u>					
\$487.28	-----	\$520.55	\$540.60	\$613.33	-----
<u>Editorial Intern:</u>					
\$541.33	-----	-----	-----	-----	-----
<u>Secretary:</u>					
\$525.02	-----	\$545.27	\$612.56	\$623.43	-----
<u>Editorial Research Assistant, Payroll Clerk:</u>					
\$570.35	-----	\$621.03	\$688.12	-----	-----
<u>Librarian:</u>					
\$617.13	-----	\$657.57	\$711.26	\$734.59	\$781.85
<u>Artist, Copy Editor, Financial Editor, Reporter, Photographer, Designer, Paginator, Web Producer:</u>					
\$617.44	-----	\$691.09	\$789.80	\$840.34	\$874.99

<u>Start</u>	<u>6 Months</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
<u>Photo Lab Assistant, Sports Agate Editor:</u>					
\$617.44	-----	\$691.09	\$789.80	-----	-----
<u>Assistant Editor, Head Copy Editor, Picture Editor, Editorial Writer, Bureau Chief, Web Editor:</u>					
\$896.46	-----	-----	-----	-----	-----

(b) Effective October 13, 2003, all employees' pay will be increased by two percent (2%). There shall be another two percent (2%) pay increase for employees on the active payroll on January 17, 2005 and another two percent (2%) pay increase for employees on the active payroll on January 16, 2006.

Section 2. 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.

Section 3. The weekly salary of any employee whose normal working schedule requires him/her to be on duty at any time during any week between 7:00 p.m. and 7:00 a.m. shall be increased by five percent (5%) for that week.

Section 4. Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for that employee's classification and experience.

Section 5. 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.

Section 6. There shall be no reduction in salaries during the life of this Agreement, except as provided in Article X, Section 3(b).

Section 7. Payment of wages shall be made weekly and in United States currency or check.

Section 8. 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.

Section 9. Nothing in this Agreement shall prevent the employer from granting merit 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.

#### **ARTICLE IV EXPENSES**

Section 1. 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.

Section 2. An employee who uses his/her car in the service of the Publisher shall be compensated at the rate of Thirty-Two Cents (\$.32) per mile.

Except as noted below any employee who is regularly required to furnish a car as a condition of employment will receive a minimum daily allowance equal to thirty-two (32) times the rate per mile in effect. Photographers required to furnish a car as a condition of employment will receive a minimum daily allowance equal to thirty-five (35) times the rate per mile in effect.

The above minimum daily allowance guarantees shall not apply when an employee is off duty for any reason.

Section 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.

Section 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**

Section 1. 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.

(a) Four (4) day work weeks shall be scheduled by mutual consent between the employee and the Publisher.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Nothing in this agreement shall prohibit the Publisher from scheduling overtime shifts, as it deems necessary.

Section 2. The working day shall consist of not more than seven and one half (7-1/2) consecutive hours excluding the lunch period.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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**

Section 1. 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,

Section 2. 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.

Section 3. 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.

Section 4. Where practicable, no employee covered by this Agreement shall be required to work more than two (2) such holidays a year.

Section 5. 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.

Section 6. Each employee will be entitled to an additional holiday, that being his/her birthday.

Section 7. 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**

Section 1. Annual paid vacations shall be granted by the Publisher, based on total service with Knight-Ridder Newspapers, 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.

Section 2. Employees are entitled to an annual vacation with pay at the rate of one (1) week for six (6) months continuous service two (2) weeks after one (1) year continuous, three (3) weeks after three (3) years continuous service, four (4) weeks after five (5) years continuous service and effective January 1, 2004, five (5) weeks after fifteen (15) years 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.

Section 3. 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 (2) 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) Effective January 1, 2004, 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.

(e) For the purpose of this Section, shifts worked are defined as all shifts for which the employee is paid.

Section 4. 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.

Section 5. 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 (5<sup>th</sup>) week of vacation shall receive such fifth (5<sup>th</sup>) week at a time subject to approval of the office. The Publisher will endeavor to schedule such fifth (5<sup>th</sup>) week as requested by the employee.

Section 6. 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 Section 1 of Article VII hereof, such employee shall receive one (1) day of vacation in addition to that provided in this vacation Article.

Section 7. For the purpose of this Article, paid working days are defined as "days for which the employee is paid excluding paid vacation time".

Section 8. 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.

In applying the service requirements set forth in Sections 3, 4 and 5 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 Section 6 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

Section 1. In accordance with the past practice of the Publisher, sick leave with pay shall be granted all employees based on the length of service as presented below. No deduction shall be made for sick leave from overtime credited or to be credited to the employee. The Publisher may deduct any amount received by the employee under the Workers Compensation Act.

Length of Continuous Service	Number Weeks		
	Full Pay	Half Pay	Total
Up to 2 years	4	2	5
2 to 5 years	6	4	8
5 to 10 years	10	8	14
10 years or more	12	10	17

The number of paid days of absence due to illness or physical disability in the current calendar year shall be deducted from the number of days allowed in the above schedule.

Section 2. In regard to part-time employees, any part-time employee who worked twenty (20) hours per week or more during thirty-six (36) weeks or more during the fifty-two (52) week period preceding hospitalization or disability shall be entitled to such leave with pay for serious illness or accident (including pregnancy related disability and recuperation from hospitalization or surgery) when the employee is unable to work for a period exceeding one (1) week. Pro-rata pay based upon the employee's last posted work schedule prior to the period of disability will begin on the eighth (8th) consecutive calendar day of absence or first (1st) day of hospitalization or absence due to accident. Medical substantiation for absence will be required prior to authorization for payment. Part-time employees who do not qualify in accordance with the foregoing requirements are not eligible for pro-rata sick leave pay.

## **ARTICLE IX LEAVES OF ABSENCE**

Section 1. 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.

Section 2. 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 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. An employee's request for a personal unpaid leave of absence upon the termination of her pregnancy or adoption of an infant, shall be granted for up to six (6) months so long as she provides her supervisor with as much notice as possible.

Section 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 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 Section shall be limited to four (4) at any one time. except by mutual consent.

Section 4. 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.

Section 5. 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**

Section 1. (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)(1) 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 personnel 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.

(b)(2) 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 excused from the foregoing requirements. The Publisher shall notify the Union of its intentions prior to hiring such a person.

Section 2. 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.

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.

Section 3. (a) When an editorial aide, reference clerk or non-editorial employee is advanced to work of a higher classification, wherein any step-up minimum 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 step-up increases thereafter in the new classification.

(b) 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. 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 XI, Section 1 (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 his/her work group.

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**

The Publisher and the Guild agree to the following conditions in order to preserve and further

professional integrity of the newspaper and its staff:

Section 1. No person employed by the Free Press shall, for any reason, prepare for publication material which is inaccurate, misleading or false.

Section 2. 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.

Section 3. 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.

Section 4. Whenever time permits, substantive changes in material submitted shall be brought to the attention of the staff member who produced the material before publication.

Section 5. No person employed by the Free Press shall perform work for any employer that is engaged in competition with the Free Press.

Section 6. 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.

Section 7. 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**

Section 1. 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.

Section 2. 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, Section 2.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. An employee on entering military service shall receive accrued vacation pay in cash as provided in Article VIII, Section 9. 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 Section 3 of this Article and prorated as provided in Article VIII, Section 1.

Section 7. 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 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.

Section 8. 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.

Section 9. 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**

Section 1. There shall be no dismissals as a result of the execution of this Agreement.

Section 2. 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.

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.

Section 3. 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.

Section 4. (a) 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) days shall not be deemed to be in addition to any statutory notice requirement.

(b) 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 Sub-Section (a). 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 XVI.

(c) 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 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.

Section 5. Dismissals to reduce the force shall be made in the inverse order of seniority within the particular job title affected.

(a) 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.

Section 6. (a) 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 list who have worked in the classification in which the vacancy occurs and in any higher classification. 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) A person rehired under Sub-Section (a) 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.

Section 7. 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.

(a) Part-time employees shall have a seniority date from the first day of employment in the bargaining unit as a part-time employee. For the purpose of layoff and recall only, a part-time employee who subsequently becomes a full-time employee shall establish a seniority date as of the date of transfer.

(b) Part-time employees shall be given consideration for employment to full-time position in their classification based on their part-time seniority.

Section 8. 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 XVI), 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.

Section 9. 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**

Section 1. 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.

Section 2. Upon dismissal of any employee except dismissal for gross misconduct, including but not limited to plagiarism, dishonesty, falsification of records, theft, willful neglect of duty, being under the influence of drugs or alcohol, physical assault, willfully damaging the employer's property, or self-provoked discharge for the purpose of collecting dismissal pay, 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

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.

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.

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.

Section 3. Full credit, except as stated below, for the most recent period of continuous and uninterrupted service on any other Knight-Ridder newspaper shall be given to employees

transferred to or hired in by the Free Press from any other Knight-Ridder newspaper without intervening employment elsewhere.

Former employees of the Free Press or any other Knight-Ridder 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.

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.

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**

Section 1. 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.

Section 2. A grievance shall be submitted within ten (10) calendar days following the date on which the aggrieved employee or the Union knew or should have known of its occurrence.

Section 3. A grievance raised under Section 1 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.

Section 4. (a) The arbitrator to decide a grievance appealed to arbitration will be selected from a panel provided by the American Arbitration Association. The arbitrator will decide the grievance and the decision shall be final and binding.

(b) 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.

(c) 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.

(d) The arbitrator shall not have the power to alter, amend, modify, add to, or subtract from any provisions of this Agreement.

Section 5. Renewal of this Agreement shall not be an arbitrable matter and is not subject to this Article.

**ARTICLE XVI  
DEATH BENEFITS**

Section 1. 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.

Section 2. The Publisher will provide \$31,000.00 of group term life insurance for all regular, full-time employees.

**ARTICLE XVII  
MEDICAL AND HOSPITAL INSURANCE**

Section 1. Employees will be covered by a medical program administered by Health Alliance Plan (HAP). This is the same plan as is currently provided to the non-bargaining unit employees of the Detroit Newspaper Agency (DNA) (HAP Benefit Code HAE). Employees will also have a choice of two (2) dental programs administered by Delta Dental. The employee share for health care premiums shall be as follows:

Medical/Dental Employee contribution (monthly pre-tax amounts)  
Effective 12/1/03 through 12/31/04

Annual Compensation (excluding overtime)

	<u>Up to \$35,000</u>	<u>Over \$35,000</u>
Single	\$15	\$25
Employee & child(ren)	\$25	\$40
Employee & spouse (or domestic partner)	\$35	\$55
Family	\$50	\$70

Dental Coverage Only (monthly pre-tax amounts)

	<u>Delta DMO</u>	<u>Delta POS Preferred</u>
Single	\$10	\$12
Employee & child(ren)	\$16	\$23

Employee & spouse (or domestic partner)	\$21	\$27
Family	\$34	\$38

(a) Monthly employee contributions for medical and dental coverage will be increased by 30% on January 1, 2005 and by 30% on January 1, 2006.

(b) If during the life of the contract, the cost of health care provided by HAP becomes noncompetitive or cost prohibitive, the Company reserves the right to secure alternate coverage from another provider or to self-insure as long as the benefits remain comparable.

(c) A freestanding vision care plan will be available at cost through payroll deduction.

(d) Employees hired after the effective date of the contract will not be eligible for health care until the first of the month following the completion of three (3) months of employment.

(e) Part-time employees hired after the effective date of the contract must be scheduled to work twenty-five (25) or more hours per week in order to be eligible for health care.

(f) The opt out program will be eliminated effective November 30, 2003.

(b) 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.

(c) 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.

Section 2. Monthly employee contributions for medical and dental coverage will be increased by 30% on January 1, 2005 and by 30% on January 1, 2006.

Section 2. Employees who are covered by the Company's 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.

Section 3. Any employee hired after the effective date of this Agreement shall not be entitled to participate in the health care program for retirees.

Section 4. 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 agency participates. Notwithstanding the foregoing, retirees already participating in the Agency'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 Agency's medical insurance and life insurance programs.

Section 5. Effective February 1, 2004, the Company will 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. Vision and dental care shall be eliminated from retired employee coverage. Dependents cannot be added to coverage after retirement, e.g., a new spouse, guardianship or adoption.

Section 6. 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.

Section 7. The opt out program for current retirees will be eliminated.

Section 8. 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.

Section 9. 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**

Section 1. 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.

Section 2. 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.

Section 3. 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 Sub-Section 1 above during the term of this Agreement. All expenses in the administration of the Trust Fund shall be borne by the Fund.

Section 4. 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.

Section 5. 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.

## **ARTICLE XIX FUNERAL LEAVE**

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.

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 XX MISCELLANEOUS**

Section 1. The Publisher agrees to the use by the Guild of office bulletin boards now existing, as in the past.

Section 2. 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.

Section 3. 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.

Section 4. (a) 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.

(b) 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.

(c) 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.

(d) 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.

Section 5. 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.

Section 6. 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.

Section 7. The employer retains the express right to purchase editorial material and services from freelance writers, photographers, artists and others.

Section 8. Drug and Alcohol testing for cause will be applicable to employees covered by the Agreement pursuant to the attached policy.

Section 9. 401(k) Plan

(a) Consistent with the provisions set forth below, bargaining unit employees shall be permitted to participate in the Knight-Ridder 401(k) plan (the "Plan").

(b) Participation in the 401(k) plan by any employee covered by this Agreement is subject to Knight-Ridder's sole right to modify or terminate the plan in its sole discretion.

(c) The Guild recognizes that the 401 (k) Plan and Trust (or plan and trust) shall be administered

and operated by Knight-Ridder, Inc. 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 Knight-Ridder and/or the Detroit Free Press.

**ARTICLE XXI  
TERM**

Section 1. This Agreement shall be in effect from October 13, 2003 through January 14, 2007, both days inclusive, and shall inure to the benefit of and be binding upon the successors and assignee of the Publisher.

Section 2. If either party wishes to propose a change in any of the terms of this Agreement to take effect after January 14, 2007, 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. The terms and conditions of this contract shall remain in effect as until a new agreement is reached or a good faith impasse exists.

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 22**

\_\_\_\_\_  
Timothy J. Kelleher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT I

The following positions shall be added to the exclusions in Article I, Section (1):

<b>TITLE</b>	<b>EDITOR</b>
<b>BUSINESS NEWS</b>	
Deputy Business Editor	(Phil Nussel)
Assistant Business Editor	(Leslie Allen)
Assistant Business Editor	(Tara C. Ransom)
Assistant Business Editor	(Steve Spalding)
<b>SPECIAL INITIATIVES</b>	
Assistant Youth Editor	(Catherine W. Collison)
<b>FEATURES</b>	
Assistant Features Editor	(Nicole Avery)
Assistant Features Editor	(Steven P. Byrne)
Assistant Features Editor	(Stephen J. Grimmer)
Assistant Features Editor	(Todd Spangler)
Assistant Features Editor	(Open Position)
<b>METRO</b>	
Assistant Metro Editor	(Ann Butler)
Assistant Metro Editor	(Mona Lisa Castle)
Assistant Metro Editor	(James Hill)
Assistant Metro Editor	(Sharilyn Hufford)
Assistant Metro Editor	(Sally Mahan)
Assistant Metro Editor	(Ron Recinto)
Assistant Metro Editor	(Kristen Jordan Shamus)
Assistant Metro Editor	(Joe Swickard)
Assistant Metro Editor	(Sally Tato)
Assistant Metro Editor	(Tracy Van Moorlehem)
Assistant Metro Editor	(Carlton Winfrey)
<b>SPORTS</b>	
Assistant Sports Editor	(Alison Boyce)
Assistant Sports Editor	(Thomas J. Panzenhagen)
Assistant Sports Editor	(Steven E. Schrader)
Assistant Sports Editor/Preps	(Shelly A. Solon)
<b>COPY DESKS</b>	
Deputy Copy Desk Chief/Community Free Press	(Marcia Abramson)
Deputy Copy Desk Chief/News	(James L. Rogers)

Deputy Copy Desk Chief/Features

(Willard M. St-John)

**DESIGN/GRAPHICS**

Deputy Design Director/News

(Chris Clonts)

Deputy Graphics Editor

(John Fleming)

Deputy Design Director/Features

(Mauricio Gutierrez)

**NEW MEDIA**

Deputy Director of New Media

(Open Position)

Manager of Library Research

(Michele M. Lavey)

**NATION/WORLD**

Deputy Nation/World Editor

(Peter C. Gavrilovich)

## **ATTACHMENT II**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, is entered into by the \_\_\_\_\_ (hereinafter referred to as "The Employer") and \_\_\_\_\_ ("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 effected 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.

## **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	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 metabolites(3): 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 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 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 TRAINING**

The Employer will establish a mandatory attendance Drug Free Awareness Program which will inform employees about (1) the dangers of alcohol and drug abuse, (2) the contents of this Memorandum of Understanding, (i.e., mutually agreed to Substance Abuse Policy), (3) the availability of treatment and counseling for employees who voluntarily seek such assistance, (4) the sanctions that the employer and this mutually agreed to Substance Abuse Policy will impose for violations of this Memorandum of Understanding.

### **SUPERVISOR TRAINING**

The Employer shall develop a program of training to assist Management representatives and designated Union representatives in identifying factors which constitute reasonable cause for controlled substance and alcohol testing, as well as a detailed explanation and emphasis on the terms and conditions of this mutually agreed to Substance Abuse Policy.

The initial program will be provided within 90-days of the signing of the Memorandum of Understanding and the training will be on an annual basis, thereafter, in the month of January.

### **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.

Timothy J. Kelleher

## ATTACHMENT IV

December 7, 1999

Mr. Louis J. Mleczko  
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.

Very truly yours,

Timothy J. Kelleher  
Senior Vice President  
Labor Relations/Legal

TJK/scr

## ATTACHMENT V

November 3, 2000

Mr. Louis J. Mleczko  
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.

Very truly yours,

Marshall W. Anstandig

MWA/tve  
Attachment

cc: Detroit Free Press  
Duane F. Ice, Esq.

## MEMORANDUM OF AGREEMENT

The Guild agrees to take whatever steps are necessary to withdraw all charges, complaints, appeals and unfair labor practice allegations against the Company excepting only allegations that an individual was improperly discharged and *Teamsters Local 372 v. Detroit Newspapers, et al*, Eastern District of Michigan, Case #95-CV-4074. Further, the parties will meet and confer concerning discharges which occurred since July 13, 1995. However, these discussions shall not alter the legal rights of either party absent agreement.