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**CONTRACT**

**BETWEEN THE MICHIGAN CATHOLIC COMPANY AND THE  
NEWSPAPER GUILD OF DETROIT**

THIS AGREEMENT made as of this 18<sup>th</sup> day of January, 2003 between the Michigan Catholic Company, a corporation (hereinafter known as the "Publisher"), and the Newspaper Guild of Detroit, a local chartered by the Newspaper Guild (hereinafter known as the "Guild"), for itself and on behalf of all the employees of the Publisher in the editorial, commercial (including advertising, business, and circulation departments), and miscellaneous departments, including all the employees of the Publisher, excluding, until November 1, 1977, members of recognized craft unions in the mechanical department, and those hereinafter provided for in Article IV.

In an effort to effectuate the principles set forth in the Papal Encyclicals on the organization of labor, which declare the moral right of employees to self-organization, to collective bargaining, and to a living wage, the parties agree as follows:

**ARTICLE I.**

**GUILD SHOP**

1. The Publisher shall require as a condition of employment of any employee, that they be and remain members of the Guild in good standing during the term of their employment. If any employee be not a Guild member at the time of their acceptance of employment, they shall become a member of the Guild within thirty (30) days after the date of signature of this agreement, or within thirty (30) days after their becoming an employee of the Publisher.

2. The Publisher shall furnish, in writing, to the Guild a week after their employment, the names, addresses, telephone numbers, dates of hire, salary, formulas, to the extent they exist, for other forms of compensation, and contract classifications of persons hired after the effective date of this contract and covered thereby.

## **ARTICLE II.**

### **CHECKOFF**

1. Upon an employee's voluntary written assignment, the Publisher shall deduct from the salary account of such employee on a weekly basis and shall pay to the Guild on a bi-weekly basis, all membership dues levied by the Guild for the current month.

2. The Publisher shall notify the Guild of any changes in classifications or step-ups in years of experience affecting any employee.

## **ARTICLE III.**

### **MANAGEMENT'S RIGHTS**

1. The Publisher retains the customary rights of management to direct its employees and operate its business. "Customary Rights of Management" shall include all rights to manage and direct its employees, and the right to manage the departments and all its operations and activities. These include the right to determine the methods, personnel, procedure, means, equipment, and machines required to provide services to its customers consistent with other relevant terms of the Collective Bargaining Agreement. Also included is the right to hire, fire, promote, and discipline employees consistent with other relevant terms of the Collective Bargaining Agreement.

## ARTICLE IV.

### PROBATIONARY, PART-TIME, TEMPORARY, AND CASUAL EMPLOYEES

1. Probationary employees are defined as newly hired employees who have not successfully completed a three month (90 day) probationary period. The Publisher shall have the right to terminate the employment of a probationary employee at any time during the probationary period, with or without notice, and with or without cause, except for union activity. Probationary employees shall be represented by the Guild for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, excluding discipline, discharge, or termination for reasons other than union activity. Upon successfully completing the probationary period, an employee shall be entered on the seniority list and credited with seniority from the date of hire. There shall be no seniority among probationary employees.

2. Part-time employees are defined as persons regularly employed on work of a part-time nature for less than a full workday and/or workweek.

3. Temporary employees are defined as persons employed on work of a temporary nature, to whose tenure of employment a definite limit is set by the nature of their work.

4. Casual employees shall be defined as persons whom the Publisher may, from time to time, pay for casual duties of an irregular nature.

5. Part-time, casual, and temporary employees shall not be employed on work normally performed by, or on work which could practically be performed by a full-time, permanent and/or regular employee. Part-time and temporary employees shall not be employed where, in effect, such employment would eliminate or displace a regular or full time employee.

6. Part-time and temporary employees shall be covered by all the clauses of this agreement. Casual employees shall not be covered by this Agreement nor considered as within the bargaining unit of the Guild. Part-time employees shall be paid on an hourly basis equivalent to the weekly wage minimum to which they are entitled by their experience.

7. Temporary employees may be employed for a special project or for a specified time, in either case not to exceed three (3) consecutive months in any twelve (12) month period (such three (3) month consecutive period may be extended by mutual agreement between the Company and the Guild) but not to displace or replace regular employees. For example, temporary employees may be employed for vacation coverage, during employees' sick leave, to fill in vacancies created by promotion, or fill in for employees on leaves of absence. The Guild shall be notified in writing as to the nature of each temporary employees' employment. A temporary employee who becomes a permanent employee will have their actual hours worked as a temporary employee credited to them for purposes of seniority, experience, vacation, sick days, personal days, and pension.

- a. Temporary employees are covered by this Agreement and will be paid at the wage minimum based upon their individual experience and job classification, but are not entitled to any of the fringe benefits provided in this Agreement except that they shall receive holiday pay for all holidays occurring during their employment, after sixty (60) days worked.
- b. Temporary employees shall not acquire seniority.

Part-time employees shall not be scheduled to work less than four (4) hours in any day. A part-time employee shall not be employed where, in effect, such employment would eliminate or displace a regular full-time employee. Part-time positions shall not be created in order to eliminate or avoid the necessity for creating full-time positions. Part-time employees shall be

paid on an hourly basis equivalent to the wage minimum based upon their individual experience and job classification.

## **ARTICLE V.**

### **EXCLUSIONS**

1. The following executive heads are excluded from the application of this Agreement: Editor-in-Chief, Secretary-Treasurer, General Manager, Advertising Manager, Circulation Manager, and Managing Editor.

2. Members of the clergy assigned to the staff of the Michigan Catholic by the archdiocese shall be covered by all terms of this contract, except where the regulations of the Catholic Church and/or the local ordinary conflict, then the regulations of the Church and the local ordinary shall prevail.

3. 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, which shall be exempted from the requirement of Guild membership. In the event the Publisher seeks to create such a position, that by reason of managerial or executive character should be excluded from the requirements of Guild membership, the matter shall be determined by an arbitrator who shall be selected by the Publisher and the Guild. The Publisher and Guild agree that final and binding arbitration shall be administered by the American Arbitration Association and governed by its rules and regulations.

4. The jurisdiction of the Guild is the kind of work either normally or presently performed within the unit covered by the contract, any kind of work performing similar functions

as the kind of work either normally or presently performed in said unit, and any other kind of work assigned to be performed in said unit.

**ARTICLE VI.**

**WAGES**

1. The wages of current employees, except for commission sales people, shall be increased across the board during the life of this Agreement as follows:

Effective January 18, 2003	2%
Effective January 18, 2004	2.5%
Effective January 18, 2005	2.5%

Hours shall be 35 hours per week. All work schedules shall be posted two (2) weeks in advance.

2. The minimum wages for employees are attached as Exhibit A. In addition to their wage, full time employees on the payroll when the paid circulation of the newspaper (a) first reaches 35,000 paid subscribers shall be entitled to receive a one time bonus of \$500 and (b) first reaches 50,000 paid subscribers shall be entitled to receive a one time bonus of \$1,000. The one time \$500 bonus and the one time \$1,000 bonus shall be payable on the 15th of the month following the month when the paid circulation first reaches 35,000 or 50,000, as the case may be.

3. Sales people will be paid commissions on ads published and paid for. Commission sales people will receive a base salary of \$450 per week. Commission payments will be added to the base salary after they have first covered the base salary. The amount of commission on established business will be \$2.50 per column inch. An additional commission of \$.50 per column inch will be paid for a period of one year (beginning from the date of the first ad published) for ads published for new clients after February 15, 2003. Ads using spot color will receive an additional commission of \$15.00 per ad; those using 4 color will receive an

additional commission of \$40.00. The commission for sales below the level of 80% of the rate card price will be reduced by a ratio matching that of the ad price compared to the 80% level. (E.g., an ad sold at 40% of the rate card price is sold at half of the 80% level and so receives half a commission.) Ads paid by trade or barter will not receive a commission. Insert orders will receive a commission of \$8.00 per thousand up to a maximum of \$400 per order. Inserts from the same client that appear in different part of consecutive or near-consecutive issue mailings will be counted as one order. The commissions earned in each quarter will be paid in equal amounts, divided among the paychecks of the subsequent quarter. Sales personnel who are no longer employed by the publisher will receive commissions on their sales collected for 90 days following the last day of their employment. To phase in the new commission structure, during the first quarter 2003 ad sales personnel will continue to receive paychecks in the amount determined under the old agreement. For determining compensation that will be paid during the second quarter of 2003 only, commissions for ads published before February 15, 2003 will be computed using the commission formula in the old agreement. After February 15, 2003 commissions for ads published during the remainder of the first quarter of 2003 will be computed using the column inch formula set forth above but that formula will be applied to the amount of column inches sold irrespective of whether they have been collected. The parties acknowledge and agree that there will be no attempt to reopen the determinations already made concerning sales made, published or collected prior to the date of this agreement and that there is no money owed or to be paid to the commission sales people other than as set forth in this agreement.

4. Employees shall receive the current IRS rate of \$0.36 cents per mile, with adjustments to be made annually on the anniversary date of the contract to comply with the

adjusted IRS rate. Employees shall specifically document and track their mileage and submit weekly mileage reports. There shall be no reimbursement for commuting mileage. The new mileage rate shall become effective on the date of signing this Agreement.

5. During the life of the Agreement, eligible employees shall receive the then current Michigan Catholic Conference medical insurance coverage on the following basis:

- a. The Publisher shall pay in full single subscriber coverage. In addition the Publisher shall pay in full for spouse and family coverage if employee elects to be covered by Blue Care Network (or other substituted health maintenance organization).
- b. For other than single subscriber coverages the employee shall pay 25% of any increase in the monthly premium cost above the monthly premium cost in effect on October 28, 2000 through January 17, 2003.
- c. Beginning on January 18, 2003, employee shall pay 50% of any increase in monthly premium cost above the monthly premium cost in effect on January 17, 2003 for other than single coverage or coverage by Blue Care Network (or other substituted health maintenance organization).
- d. Employees shall have the option to waive their health insurance coverage and receive a \$1,500 annual opt out bonus which shall be payable in quarterly installments of \$375 to those employees who exercise this option and are on the employer's payroll on the date of payment.

6. The MCC Blue Cross dental program shall be paid, on behalf of employees, entirely by the employer. An Employee may add family and spouse dental coverage at employee's expense. Additionally, all employees shall be enrolled in the MCC Group Life Insurance Plan providing term life insurance equal to annual earnings. If the MCC Group Life Insurance Plan is terminated, the Publisher and the Union will negotiate a substitute provision paid for by the Publisher.

7. Employees shall be classified as to job title and experience rating by mutual agreement between the Guild and the Publisher. The term "experience" as used in reference to classification shall mean experience in comparable types of work.

8. Any employee working in more than one classification shall be paid the rate of the classification in which he works more than half the normal work week.

9. An employee hired at or advanced to a salary above the minimum for his or her classification (but below the top minimum for his or her classification) shall be credited with the experience rating which conforms to his or her rate of pay.

10. There shall be no salary reductions during the life of this agreement except that after July 1, 2004 either party may, upon 30 days written notice to the other, open up the rates of ad-sales commissions for negotiation.

11. The minimum salaries established herein, are minimums only. Individual merit shall be acknowledged by increases above the minimums. The Publisher shall review the salaries of all employees at least every six (6) months for merit increase purposes.

12. Employees with 10 years of service shall receive a longevity increase of \$5 per week after 10 years. Employees with 20 years of service shall receive an additional longevity increase of \$5 per week. Employees with 30 years service shall receive an additional longevity increase of \$5 per week.

13. On July 1, 2003, July 1, 2004 and July 1, 2005 each employee shall receive a \$65 bonus.

**ARTICLE VII.**

**HOURS**

1. The normal work week is a thirty-five (35) hour week.
2. A normal work week schedule shall be set by management. There shall be flexible time per day to be set by management. There shall be no split shifts required. Schedules will be posted two (2) weeks in advance.
3. All work performed in excess of eight (8) working hours per day shall be paid for at the overtime rates. Allocation of work days and days off shall be at management's discretion.
4. The Publisher shall compensate all full-time non-exempt and part-time non-exempt employees for all authorized overtime at a rate of time and one-half (1½) their regular rate of pay, or in compensatory time at a rate of time and one-half (1½) their regular rate of pay, by mutual agreement between the employee and management.
5. An employee called back to work after they have left their post at the termination of their regular working day shall be paid for all time worked, including travel time, at the overtime rate.
6. The Publisher shall cause a record of overtime to be kept, and such records shall be available to an accredited officer of the Guild at reasonable times.

**ARTICLE VIII.**

**HOLIDAYS**

1. All employees shall be granted the following holidays, or days celebrated as such: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving

Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, and New Years Eve Day. If a holiday falls on Saturday or Sunday, and it is not celebrated on another day, the employees will be given the previous Friday or the following Monday (Thursday and Friday or Monday and Tuesday in the case of Christmas or New Years holidays), whichever is mutually agreeable, half of the force to be given Friday and the other half to be given Monday.

2. Any employee required to work on any of these days shall be paid (in addition to his salary for that week) for a day's work at the rate of time and one-half (1½) their regular rate of pay. Seven (7) hours shall constitute the full working day.

3. Any employee whose vacation includes one of these holidays shall be granted an additional day of vacation.

#### **ARTICLE IX.**

#### **SEVERANCE PAY**

1.
  - a. Upon dismissal, a salaried employee shall receive a sum equal to one week's pay for each eight (8) months service or proportional fraction thereof, up to a maximum of thirty-eight (38) weeks' pay, computed at the highest regular weekly pay received by the employee during the twenty-six (26) weeks previous to his dismissal.
  - b. A commission-paid employee shall be compensated on the same basis, except that the rate shall be computed on the weekly average of the aggregate sum they have earned in commissions in the year preceding severance.
  - c. Severance pay need not be paid in case of discharge provoked by the employee for the purpose of collecting severance pay; or in cases of discharge for cause involving crime or theft of money or property of substantial value belonging to the Publisher; or involvement in public scandal, sufficient to destroy or gravely impair the employees competency

or value to the employer; or use or possess alcohol or illegal drugs on the Publisher's property; or gross insubordination.

2. 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.

## **ARTICLE X.**

### **VACATIONS**

1. Employee shall receive an annual vacation with full pay at the rate of one (1) week after six (6) months service, two (2) weeks after one (1) year's service, three (3) weeks after three (3) year's service, and four (4) weeks after five (5) year's service. All employees, regardless of seniority, will receive two (2) extra days of vacation which can be applied by mutual consent of the employee and the Publisher between Christmas and New Years days.

2. Employees may choose the period for their vacation on the basis of seniority.

3. In the event of termination of employment, an employee shall receive accrued vacation pay as follows:

- a. For employees entitled to up to two (2) weeks vacation, one (1) day of vacation for every twenty-five (25) days actually worked.
- b. For employees entitled to three (3) weeks vacation, one (1) day of vacation for every sixteen (16) days actually worked.
- c. For employees entitled to four (4) weeks vacation, one (1) day of vacation for every twelve (12) days actually worked.

## ARTICLE XI.

### SICK AND PERSONAL LEAVE

1. Regular full-time, non-exempt employees are allowed up to (seven) 7 sick and personal days per year from date of hire. The sick and personal days are accrued at a rate of one and one-half days for each month of employment, in each year, up to a seven day maximum.

2. Sick and personal days may not be used in conjunction with vacations and they must be arranged in advance with the employee's supervisor, except in the case of illness or emergency. In illness or emergency cases, the supervisor must be notified as soon as possible. If more employees request personal days on a given day than can be spared in view of the needs of the office, seniority will govern.

3. Unused sick and personal days (up to a maximum total of seven (7) for each calendar year of active employment) may be accumulated to a maximum of forty (40) days and carried forward from year to year, but only for extended illness benefits under the provisions of Section 4 below. In such cases (that is where an employee is receiving one-half ( $\frac{1}{2}$ ) salary under Section 4 below, and has accumulated sick or personal days to his or her credit), the employee will be paid full salary, rather than half salary, for such period as the accumulated sick days will allow, with one-half ( $\frac{1}{2}$ ) day of the accumulated bank being canceled for each day that payment of full salary continues. After exhaustion of the accumulated bank in this matter, payments of sixty-six and two thirds ( $66\frac{2}{3}$ ) of salary will continue for the balance of the period specified in Section 4.

Unused and accumulated sick or personal days may be used only as provided in the preceding paragraph. No payment for unused days shall be paid if the employee dies, quits, is discharged, or leaves the active employment of the employer for any other reason.

4. In case of extended illness of a regular employee (except any case of illness or accident covered by workers' compensation insurance), the employer will continue or cause through insurance to be continued weekly salary payments for a maximum of twenty-six (26) weeks at a rate equal to sixty-six and two thirds ( $66\frac{2}{3}$ ) of the employee's salary in the week immediately prior to the illness. These payments will begin on the fifteenth (15<sup>th</sup>) calendar day in cases of illness, or injury. The employer may require the employee to provide, at reasonable intervals, a doctor's certificate verifying the employee's incapacity.

## **ARTICLE XII.**

### **ADJUSTMENT OF DISPUTES**

1. The Guild shall designate a committee of its own choosing to take up with the Publisher or his authorized agent, any matter arising from the application of this contract or affecting the relations of an employee and the Publisher.

2. The Publisher agrees to meet with the Committee within five (5) days, after request for such meeting. Efforts to adjust grievances shall be made on company time.

3. Any matter involving the interpretation, application, administration, or alleged violation of this contract (except renewal of this contract), including any question of whether a matter is arbitrable or not satisfactorily settled, may be submitted within thirty (30) days of its first consideration to final and binding arbitration by the Guild. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration

Association. The costs of such Arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party is responsible for its own costs of arbitration.

4. Conditions prevailing prior to an action grievance shall be maintained unchanged pending final settlement of the grievances provided herein.

### **ARTICLE XIII.**

#### **EXPENSES AND EQUIPMENT**

1. The Publisher shall pay all properly authorized and legitimate expenses incurred by employees in the service of the Publisher, and shall furnish all materials necessary for the work performed by employees in this service.

2. The Publisher shall pay for the authorized use of employee's cars used in the service of the Publisher at the prevailing rate set by the Internal Revenue Service for deductibility of employee mileage. At the time of this agreement, the rate shall be 36¢ per mile.

3. The employee shall submit a detailed amount of the mileage and shall be reimbursed at the time the payroll is prepared.

### **ARTICLE XIV.**

#### **EDUCATION, OUTSIDE ACTIVITY**

1. The Publisher shall pay the cost of educational courses, which adjudged by mutual consent of the Publisher and the employee, will improve the skills of the employee in his or her present job, or train him or her for promotion to higher positions.

2. There shall be no limitations upon the outside work done by any employee on his or her own time, except that such employee may not, without permission of the Publisher, exploit his connection with the Publisher.

**ARTICLE XV.**

**MILITARY**

1. Any employee who has left or leaves the employment of the Publisher to fulfill their military obligation or alternative service, shall be considered an employee on leave of absence. The time spent in such service shall be counted as service time with the Publisher in computing all benefits under the contract. On release of such service, they shall resume their position, or a comparable one, with no loss in salary or impairment of benefits, depending upon length of service, and other benefits provided by federal law, provided they make application within ninety (90) days after their discharge, and are still qualified to perform the duties of such position, unless the Publisher's circumstance has so changed as to make it impossible or unreasonable to do so. If the employee is not qualified to perform the duties of their former position or of one comparable thereto, they shall be given such other position as may be available, in which they are capable of performing, and shall be paid the then existing wage established for such position.

**ARTICLE XVI.**

**JOB SECURITY**

1. There shall be no dismissal or discipline except for just and sufficient cause. The Guild and the employee shall be notified in writing at least two (2) weeks in advance of each dismissal with specification of facts alleged to constitute just and sufficient cause; except in cases of gross neglect or gross breach of duty, in which case discharge may be summary, but

specifications of facts alleged to constitute gross breach of duty will be submitted in writing to the employee and the Guild within twenty-four (24) hours of such discharge.

2. If dismissed within the first ninety (90) days of employment, an employee shall not be entitled to payment other than wages due at the time of discharge.

3. Dismissal to reduce the force, as distinguished from a dismissal for just and sufficient cause, shall not be made unless and until the Publisher establishes that such dismissal is necessary for reasons of economy. Except that there shall be no dismissal as a result of introduction of new or modified processes or equipment.

4. Dismissals for reasons of economy shall be made in the inverse order of seniority and the classification in which they occur.

5. The Guild shall be given two (2) months notice of intent to introduce new or modified equipment, machines, apparatus, or procedures that will create a new job classification or alter the job content of an existing job classification.

6. There shall be no dismissals as a result of putting this Agreement into effect.

7. The Publisher shall hire employees without regard to age, sex, race, creed, color, national origin, marital or parental status, political activities or beliefs, or sexual orientation.

8. Present employees shall be given first opportunity to try out for a vacancy in a higher classification or to make a lateral transfer. Notice of each vacancy shall be posted on all bulletin boards and shall be given to the Guild. Any employee desiring to fill a vacancy shall submit a written application within ten (10) days of such posting.

**ARTICLE XVII.**

**NORMAL WORK**

1. There shall be no speed up.

**ARTICLE XVIII.**

**LEAVE OF ABSENCE**

1. Upon request, the Publisher shall grant employees leaves of absence for good and sufficient cause. The Publisher shall assume no responsibility for the payment of hospital insurance, the employee's share of group life insurance, or other such benefits, while an employee is on leave of absence. The time exceeding six (6) months spent on such leave of absence shall not be computed as service time, but will not constitute a break in continuity of service.

2. In the event an employee is elected or appointed to any Newspaper Guild office or office of the AFL-CIO, local of the Newspaper Guild, or of any organization with which the Guild is affiliated, such an employee, upon two (2) weeks notice shall be given a leave of absence if they request such leave, and they shall be reinstated in the same position upon the termination of such leave. In the event of such reinstatement, the most junior employee in that job classification shall be dismissed at the Publisher's option. The foregoing shall also apply to delegates elected to the Newspaper Guild and AFL-CIO conventions, both national and local, and to delegates at special meetings called by the Newspaper Guild. Such leaves of absence may be limited to one (1) employee of the Publisher at any one time.

3. Maternity leave without pay of reasonable duration shall be granted upon an appropriately documented request. No employee shall be required to take a maternity leave of

absence nor have her job duties or working conditions changed without her consent, assuming she is fully capable of performing her job. Upon submittal of appropriate documentation, maternity leave without pay shall be converted to extended illness leave.

## **ARTICLE XIX.**

### **EMPLOYEE INTEGRITY**

1. An employee shall not be required to perform, over their protest, any practice which in their judgment compromises their integrity.

2. An employee shall not be required to use their position as an employee for any purpose other than performing the duties of their position.

3. An employee's byline or credit line shall not be used over their protest. Substantive changes in materials submitted shall be brought to the employee's attention before publication. An employee shall not be required to write, process or prepare anything for publication in such a way as to distort any facts or create an impression which the employee knows to be false.

4. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation of the employee concerned.

## **ARTICLE XX.**

### **PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION**

1. An employee may refuse, without penalty or prejudice, to give up custody of or disclose any knowledge of, information, notes, records, documents, films, photographs, or tapes, or the source thereof, which relate to news, commentary, or the establishment and maintenance

of his sources in connection with his employment, except to an authorized agent of the Publisher. The Publisher shall not give up custody of or disclose any of the above without the consent of the employee which shall not be unreasonably withheld.

2. When a demand for such disclosure or surrender is made upon an employee, the employee shall notify the Publisher, or, if such demand is made upon the Publisher, the Publisher shall notify the employee.

3. If the employee is proceeded against under law on account of his refusal to surrender or disclose, the Publisher shall select and retain legal counsel for said employee, and if said counsel's advice is followed, the Publisher shall meet all necessary costs of such proceedings, including payment of fines or damages based upon said employee's refusal to disclosure or surrender.

## **ARTICLE XXI.**

### **MISCELLANEOUS**

1. Bulletin Boards - the Publisher agrees to provide a suitably placed bulletin board.
2. Freedom of Employment - The Publisher agrees not to have or enter into any agreement, with any other publisher, binding such other publisher not to offer or give employment to employees of the Publisher.
3. Struck Work - Employees shall not be required to handle struck work, provided that this clause shall not be applied to any manner contrary to the Labor Management Relations Act of 1947 (as amended).

**ARTICLE XXII.**

**PENSIONS**

1. The Publisher agrees that any eligible employee may retire under the terms of the Michigan Catholic Conference Pension Plan, which shall be paid for in its entirety by the Publisher. The terms and conditions, are outlined in this plan.

**ARTICLE XXIII.**

**DURATION AND BENEFITS**

1. This agreement shall commence on January 18, 2003 and shall expire January 17, 2006.

2. This agreement shall not be renewed, amended, or modified except by a written document signed by both parties. Any party desiring to renegotiate this agreement must give notice, in writing, to the other party not more than ninety (90) days nor less than sixty (60) days prior to expiration.

**THE MICHIGAN CATHOLIC  
COMPANY**

**THE NEWSPAPER GUILD OF  
DETROIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**MICHIGAN CATHOLIC  
Salary Increases**

	01/18/03 Percentage Increase 2.0%	01/18/04 Percentage Increase 2.5%	01/18/05 Percentage Increase 2.5%
<b>Editorial</b>	\$741.63	\$756.46	\$775.37
Weekly Increase	\$14.83	\$18.91	\$19.38
	<b>\$756.46</b>	<b>\$775.37</b>	<b>\$794.75</b>
Per Hour/35 Hours	\$21.61	\$22.15	\$22.71
<b>Chief Circulation Clerk</b>	\$493.80	\$503.68	\$516.27
Weekly Increase	\$9.88	\$12.59	\$12.91
	<b>\$503.68</b>	<b>\$516.27</b>	<b>\$529.18</b>
Per Hourly/35 Hours	\$14.39	\$14.75	\$15.12
<b>Secretary</b>	\$494.24	\$504.12	\$516.72
Weekly Increase	\$9.88	\$12.60	\$12.92
	<b>\$504.12</b>	<b>\$516.72</b>	<b>\$529.64</b>
Per Hour/35 Hours	\$14.40	\$14.76	\$15.13
<b>Clerk</b>	\$408.12	\$416.28	\$426.69
Weekly Increase	\$8.16	\$10.41	\$10.67
	<b>\$416.28</b>	<b>\$426.69</b>	<b>\$437.36</b>
Per Hour/35 Hours	\$11.89	\$12.19	\$12.50
<b>Bookkeeper</b>	\$519.79	\$530.19	\$543.44
Weekly Increase	\$10.40	\$13.25	\$13.59
	<b>\$530.19</b>	<b>\$543.44</b>	<b>\$557.03</b>
Per Hour/35 Hours	\$15.15	\$15.53	\$15.92
<b>Typist-Stenographer</b>	\$461.10	\$470.32	\$482.08
Weekly Increase	\$9.22	\$11.76	\$12.05
	<b>\$470.32</b>	<b>\$482.08</b>	<b>\$494.13</b>
Per Hour/35 Hours	\$13.44	\$13.77	\$14.12
<b>Graphic Designer</b>	\$613.03	\$625.29	\$640.92
Weekly Increase	\$12.26	\$15.63	\$16.02
	<b>\$625.29</b>	<b>\$640.92</b>	<b>\$656.94</b>
Per Hour/35 Hours	\$17.87	\$18.31	\$18.77

**EXHIBIT B**

**LETTER OF AGREEMENT**

**BETWEEN THE MICHIGAN CATHOLIC COMPANY**  
**AND THE NEWSPAPER GUILD OF DETROIT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2003,  
is by and between the Michigan Catholic Company and the Newspaper Guild of Detroit.

Subject: News Editor position

1. The News Editor position shall be deleted from the list of positions subject to Guild membership and the work formerly performed by the News Editor shall be performed by executive heads excluded from Guild membership under the provisions of Article V of the agreement.
2. In exchange of the Guild's agreement to allow deletion of the News Editor position, the Publisher agrees to maintain no fewer than three (3) full-time positions in editorial news which shall be subject to Guild jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused these to be duly executed and  
day and year first written.

**THE MICHIGAN CATHOLIC  
COMPANY**

**THE NEWSPAPER GUILD OF  
DETROIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## MICHIGAN CATHOLIC WAGE SCALE

### STEP INCREASES

<b>Editorial News</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
Effective 1/18/03 (2%)	\$434.41	\$497.87	\$590.25	\$629.53	\$756.46
1/18/04 (2.5%)	\$445.27	\$510.32	\$605.01	\$645.27	\$775.37
1/18/05 (2.5%)	\$456.40	\$523.08	\$620.14	\$661.40	\$794.76

#### **Circulation Clerk**

Effective 1/18/03 (2%)	\$503.69
1/18/04 (2.5%)	\$516.28
1/18/05 (2.5%)	\$529.19

#### **Secretary**

Effective 1/18/03 (2%)	\$402.97	\$436.62	\$474.25	\$504.11
1/18/04 (2.5%)	\$413.05	\$447.54	\$486.11	\$516.72
1/18/05 (2.5%)	\$423.37	\$458.73	\$498.26	\$529.64

#### **Clerk**

Effective 1/18/03 (2%)	\$369.43	\$373.29	\$396.08	\$416.28
1/18/04 (2.5%)	\$378.67	\$382.62	\$405.98	\$426.69
1/18/05 (2.5%)	\$388.14	\$392.19	\$416.13	\$437.36

#### **Bookkeeper**

Effective 1/18/03 (2%)	\$472.85	\$493.81	\$517.59	\$530.18
1/18/04 (2.5%)	\$484.67	\$506.16	\$530.53	\$543.43
1/18/05 (2.5%)	\$496.79	\$518.81	\$543.79	\$557.02

#### **Advertising Sales**

Effective 1/18/03	\$450.00
1/18/04	\$450.00
1/18/05	\$450.00

#### **Graphic Designer**

Effective 1/18/03 (2%)	\$625.28
1/18/04 (2.5%)	\$640.91
1/18/05 (2.5%)	\$656.94