

## **AGREEMENT**

AGREEMENT entered into this 1st day of July, 2004, by and between the OBSERVER AND ECCENTRIC NEWSPAPERS, a subsidiary of HOMETOWN COMMUNICATIONS NETWORK, INC., hereafter referred to as the "Company" and the NEWSPAPER GUILD OF DETROIT, LOCAL 34022, acting for itself and on behalf of the employees of the Company described in Article 1, hereafter referred to as the "Guild".

This Agreement shall be in effect through the last day of June, 2007. If either party wishes to propose a change in any of the conditions of this Agreement to take effect after the expiration date, it shall notify the other party in writing not less than 60 days prior to the expiration date of this Agreement of the proposed change.

### **ARTICLE I**

#### **Recognition and Coverage**

1.01 The Company recognizes the Guild as the exclusive bargaining representative for its editorial department employees, excluding supervisory employees and confidential employees as defined in the National Labor Relations Act. As used herein, the term "employee" refers to employees in the bargaining unit represented by the Guild.

1.02 The parties recognize the practice whereby excluded employees perform the same kinds of work as is performed by bargaining unit employees and agree that such practice may continue.

1.03 The parties recognize the practice whereby stringers, independent contractors and freelancers perform the same kinds of work as is performed by bargaining unit employees and agree that such practice may continue.

1.04 The parties recognize the practice whereby special sections and advertising-related work may be assigned to bargaining unit employees, to other employees, or contracted out and agree that such practice may continue.

1.05 Performance of the following whether by presently or normally used processes or equipment, or by new or modified processes or equipment, shall be assigned, except as provided above, only to employees covered by this contract:

- a. The editorial functions presently performed within the editorial department.

### **ARTICLE II**

#### **Guild Shop**

2.01 All bargaining unit employees shall as a condition of employment, on or after thirty (30) days from the date of employment, or the effective date of this agreement, or the date this agreement is signed, whichever is later, either (a) join the Guild or maintain membership in good standing in the Guild or (b) pay to

the Guild an amount equivalent to Guild dues and fees or (c) pay to the Guild an amount equivalent to such portion of Guild dues and fees necessary to the duties of the Guild as exclusive representative of the employees regarding labor/management issues as calculated in accordance with governing law.

2.02 The Company shall be obligated to terminate the employment of an employee who fails to meet the requirements of Section 1 of this Article and whose termination is lawful under the Labor-Management Relations Act of 1957, as amended.

### **ARTICLE III**

#### **Dues Deduction**

3.01 Upon an employee's voluntary written assignment, the Company shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 10th day of each month all Guild membership dues and agency fees, whichever is applicable. Such membership dues or fees shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Company by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

3.02 The dues deduction assignment shall be made upon the following form:

#### **GUILD "CHECKOFF" AUTHORIZATION**

Date \_\_\_\_\_

I understand that, by agreement with the Newspaper Guild of Detroit, you perform for your employees the service of paying their Guild dues by payroll deduction. I wish to take advantage of this convenience, at no extra cost to me.

I hereby authorize and request you to check off and deduct such amounts during the month for which such dues are levied and the Guild so notifies you, from any salary then standing to my credit as your employee, and to remit the amount deducted to the Newspaper Guild of Detroit.

I hereby assign to the Newspaper Guild of Detroit, from my salary earned or to be earned by me as your employee, an amount equal to all membership dues lawfully levied against me by the Guild for each calendar month following the date of this assignment as certified by the Treasurer of the Newspaper Guild of Detroit.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing above or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner.

I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable agreement between yourself and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the Guild by registered mail not more than thirty (30) days, and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between yourself and the Guild, whichever occurs sooner. Such notice of revocation shall become effective on the calendar month following the calendar month in which you receive it. This assignment and authorization

supersedes all previous assignments and authorizations heretofore given to you by me in relation to my Guild membership dues.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee's Signature

**ARTICLE IV**  
**No Strikes: No Lockout**

4.01 During the life of the Agreement, the Guild will not cause or permit its members or any member of the bargaining unit to cause, nor will any member of the Guild or member of the bargaining unit take part in any sit-down, stay-in, or slow-down, strike, sympathy strike in support of non-employees of the Company, stoppage of work, or picketing in any office covered by this contract, or any curtailment of work or restriction of production by bargaining unit employees. The Company shall have the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article. Notwithstanding the foregoing, employees shall not be required to perform work which would be performed by employees of another Company except for the fact that they are engaged in a lawful work stoppage, nor shall employees be required to cross a lawful primary labor union picket line at any of the Company's offices covered by this contract, which have been authorized by the International Union which represents the picketing employees.

4.02 During the term of this Agreement, the Company agrees it will not institute a lock-out.

**ARTICLE V**  
**Management's Rights**

5.01 Except as otherwise expressly and specifically set forth in this Agreement, the Company shall exercise all of the regular and customary functions of Management. The Guild explicitly waives any right to prior consultation about the Company's exercise of these functions. Included, without limiting the generality of the foregoing, are the right to: hire, train, evaluate, transfer, promote, and assign employees; to reduce and increase the work force; discharge or discipline employees for just and sufficient cause; plan and control the operations of the Company, including determining the work to be performed and how, when, where and by whom such work is to be performed; determine and effect changes in processes, means, methods, equipment, facilities, and systems, to be used including the unrestricted use of available technology; make and enforce reasonable rules, regulations and performance standards relating to the operation of the Company and to the conduct of employees.

5.02 The Company reserves and retains solely and exclusively all of its normal, inherent, and common law rights to manage the business, whether or not exercised, as such rights existed prior to the time any union became the bargaining representative of the Editorial Department employees of the Company.

## ARTICLE VI

### Grievance Procedure

6.01 Any employee having an employment related problem and/or the employee's shop steward on behalf of the employee, might discuss the problem with the employee's supervisor. No resolution of such problems shall be inconsistent with the provisions of this Agreement.

6.02 A grievance is a dispute between the Guild and the Company concerning the interpretation or application of the provisions of this Agreement or the alleged violation of the provisions of this Agreement.

6.03 Any grievance shall be put in writing, signed by an authorized representative of the Guild, and submitted to the Executive Editor or his designated representative within thirty (30) calendar days following the date of the incident giving rise to the grievance, or if later, within thirty (30) calendar days from the date the Guild, by its Observer & Eccentric unit representatives, knew or reasonably could have known of such incident.

6.04 The Company shall meet with the Guild Grievance Committee within ten (10) working days after the written grievance is submitted, and will give the Guild a written answer within ten (10) working days after the date of such meeting. The Guild Grievance Committee shall consist of not more than four (4) persons of the Guild's own choosing and the company's grievance committee shall consist of not more than four (4) persons of the Company's own choosing. Employee members of the Guild Grievance Committee shall be allowed time off without loss of pay during their scheduled working hours for the purpose of attending the grievance meeting provided for in this section.

6.05 If the Company's written answer does not satisfactorily resolve the grievance, the Guild may submit the grievance to arbitration by mailing a written demand for arbitration to the American Arbitration Association (Detroit office) and mailing a copy thereof to the Company within thirty (30) work days from the Guild's receipt of the company's written answer.

6.06 The arbitrator shall be selected and the arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The decision of the arbitrator, made within his authority, shall be final and binding on the Company, the Guild, and any employee or employees involved. The arbitrator shall have no authority to alter, amend, modify, add to or subtract from the provisions of this Agreement. The cost of arbitration shall be borne equally by the parties, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without express consent, and each party shall bear its own expenses such as attorneys and witness fees.

6.07 A grievance described in Section 6.02 above shall be barred if not submitted within the time limit specified in said Section 6.03 or if arbitration is not demanded in the manner and within the time limit specified in Section 6.05 above. Time limits may be extended by mutual agreement in writing.

6.08 Any back pay awarded by the arbitrator shall provide for deduction of any and all amounts received by the employee during the period in question from other employment or self employment, except other employment or self employment in which the employee was engaged while employed by the Company, as well as from unemployment compensation and from workmen's compensation.

6.09 The Guild recognizes the right of the Company to establish, modify or eliminate job functions, job classifications, and job descriptions. In the event any such changes are significant to the extent that a change in wage minimum is warranted, the Company agrees to advise the Guild, within thirty (30) days after

such changes are instituted, of the new minimum and of the changes which warrant it. Any change in job function, classification or description may be the basis of a grievance involving either or both the questions of whether the change warranted a change in wage minimum, or whether the changed wage minimum was reasonable. In the event the later question is involved, the arbitrator shall have the authority to modify the wage minimum established by the Company only if the arbitrator determines that the Company was arbitrary in setting the wage minimum. Such minimum for new jobs shall be effective on the date new job content is effective provided in the interim there was no significant change in job content.

## ARTICLE VII

### Security

7.01 No employee shall be dismissed without just and sufficient cause. Except in cases of willful misconduct, the Guild and the employee shall be notified in writing at least two (2) weeks in advance of each dismissal with specifications of the facts alleged to be just and sufficient cause for such dismissal, or the employee shall receive two (2) weeks pay in lieu of advance notice to the Guild and the employee. This section does not apply to economic dismissals. In addition to such notice or pay in lieu of notice, and in the case of economic dismissals, but not in the case of dismissal for misconduct, employees shall receive severance pay in the amount of one week's pay for each full six months of employment to a maximum of four weeks' pay.

7.02 The Company shall give the Guild two weeks' advance notice of any economic dismissals in a job classification specifying the names of the persons to be economically dismissed, and their job title. Dismissals to reduce the force shall be accomplished by inverse order of seniority by classification. Part-time employees shall be dismissed (by seniority) before any full-time employees. If the Company determines that an economic dismissal is necessary in a job classification, then the employee in that classification with the least seniority shall be economically dismissed first; provided, that the more senior employees in that job classification can competently and efficiently perform the work available within the classification without additional training.

a. An employee economically dismissed from a job classification may displace the least senior employee (with less seniority) in the highest lesser paying job classification that he or she can competently perform the duties of without additional training. Any employee so displaced will in turn be considered economically dismissed from a job classification.

7.03 Seniority employees who are economically dismissed shall have a right to be recalled to employment in the job classification from which they were dismissed during the period of two years immediately following the date of their economic dismissal. In the event there is a vacancy within the job classification and employees in that classification have been economically dismissed for less than two years then the Company shall first recall the most senior of such employees; provided, the more senior employee can competently and efficiently perform the available work without additional training. An employee recalled to his job classification within two years of the date of an economic dismissal will suffer no break in seniority, except upon recall the employee will receive a new experience anniversary date unless he/she has accumulated comparable experience during layoff. An employee so recalled shall be paid the wage minimum for the classification into which he/she is recalled.

7.04 New hires shall be considered probationary employees during the first ninety (90) calendar days worked in their employment. During such period the Company may dismiss such employees without the employee or the Guild having recourse to the Grievance Procedure. An employee's probationary period may

be extended by mutual agreement between the Company and the Guild in writing. Employees who successfully complete their probationary period shall have seniority dating back to their date of hire.

7.05 Seniority means length of continuous employment. An employee shall hold seniority only in his or her then current job classification. In the event an employee is transferred or promoted from one job classification to another, the employee's seniority shall transfer to the employee's new job classification at the end of the ninety (90) day calendar day trial period as set forth in Section 8.04. In the event an economic dismissal occurs in the employee's former job classification while the employee is in a trial period and the employee does not successfully complete the trial period, then if the dismissed employee had more seniority, the employee returning to his or her former classification shall be dismissed and the more senior employees recalled.

7.06 An employee shall lose seniority and his/her employment will be deemed interrupted by:

- a. Dismissal under Section 7.01 for just and sufficient cause.
- b. Resignation or retirement.
- c. Economic dismissal for a period of more than two years.
- d. Refusal to accept an offer of rehire into the classification from which the employee was economically dismissed.
- e. Acceptance of a non-bargaining unit job with the Company.
- f. Failure of the employee, within two weeks after receiving notice of recall into the classification from which the employee was economically dismissed, to satisfactorily arrange for returning to work in that classification within a total of four weeks after receiving such notice. A copy of such notice of recall will simultaneously be mailed to the Guild.

7.07 The Company shall give the Guild thirty (30) days notice prior to the introduction of major changes in equipment, machines or apparatus. Notwithstanding Paragraph 6.09 above, no job will be reclassified on account of the introduction of major changes in equipment, machines or apparatus, to a lower paying classification so long as the incumbent in that job held the job prior to such introduction.

7.08 There shall be no discrimination in the hiring, employment or termination of any employee because of his or her membership or activity in the Guild, nor because of his or here religion, race, color, national origin, age, sex, marital status or parental status or disability.

## **ARTICLE VIII**

### **Transfers and Promotions**

8.01 a. No employee shall be permanently transferred to another job classification without the employee's consent. No employee shall be penalized for refusing to accept such a permanent transfer.

b. An employee may be transferred to another community coverage area provided the transfer is not arbitrary.

c. With respect to transfers permitted under paragraphs 8.01 a. and 8.01 b. above, there shall be no reduction in salary or impairment of benefits as a result of such transfer. Part time jobs that expand to full time jobs shall be posted as a vacant bargaining unit job.

8.02 Present employees shall be given first consideration for vacant bargaining unit jobs subject, however, to prior operation of the rehiring list. Within seven (7) calendar days after a permanent vacancy in a bargaining unit job exists, the Company will either:

a. Post a notice of a job opening for not less than seven (7) calendar days in all offices of the Company where bargaining unit employees work; indicating the job classification, wage minimum, primary location, required qualifications, and the bidding deadline date which shall be no less than seven (7) working days after posting. The Company will provide the Guild with a copy of such posting; or,

b. Notify the Guild and the chairperson that the job will not be filled.

c. Any employee who expects to be absent for any reason for not more than thirty (30) calendar days may advise a Managing Editor in writing of an advance bid in a specific classification in the event an open job is posted in that classification during the period of absence.

8.03 The Company shall consider all bidders and select the qualified bidder, if any, who is most qualified. The qualified bidder is one who meets the posted relevant qualifications for the job and who appears capable of competently and efficiently performing the job. Where qualifications are equal, the most senior employee will be selected from the bidders who qualify. Nothing herein shall abridge or restrict the Company's exclusive right to fill any vacancy from outside the bargaining unit.

8.04 An employee promoted or transferred under Section 8.03 above shall be given a trial period of not more than ninety (90) calendar days. Such trial period may be extended by mutual agreement between the Company and the Guild in writing. During such trial period the Company may determine the employee is not qualified for the job and may return the employee to the classification from which he or she came. During the first forty five (45) day of the trial period the employee may advise the Company in writing of his or her desire to be returned to his or her former job classification. In the event of such notice the employee will be returned within thirty (30) working days of such notice without penalty. During the trial period a promoted employee shall receive the wage minimum in the new classification next higher than the wage formerly received in the old classification.

8.05 A promoted employee may not bid for a different position under Section 8.02 for at least six (6) months, which includes the ninety (90) day trial period, unless a shorter period is approved by management.

8.06 At the end of a trial period the employee's seniority shall transfer to the employee's new job classification unless during the trial period the employee was returned or asked to return to his or her former job classification.

8.07 If the employee returns to the classification from which he or she came, he or she shall then receive the wage he or she would have received had he or she never been advanced or transferred, and will have his or her seniority reinstated in his or her former job classification as though he or she had never been advanced or transferred.

## **ARTICLE IX**

## Hours and Overtime

9.01 The work week shall consist of forty (40) hours in five (5) not necessarily consecutive days.

9.02 The working day shall consist of not more than eight (8) consecutive hours, broken only by an unpaid meal period of one-half or one hour mutually agreed to by the employee and Company, to be taken at a time determined by the employee's supervisor, except that employees may be scheduled two (2) or four (4) days a week up to ten (10) straight time consecutive hours with a similar meal arrangement. In the event of an assigned working meal there will be no unpaid meal period during the shift.

9.03 Notwithstanding Paragraph 9.02 above, one day of the week for an employee may be scheduled as a split shift in which the hours of work are split into two (2) non-consecutive parts each of two (2) hours or more except that split shifts will not be scheduled for an employee in a week that she/he is scheduled for four (4) ten hour days. In the event the total elapsed scheduled time of a split shift exceeds ten (10) hours for an employee then the employee will receive a \$6.00 meal expense allowance, unless during the shift the employee has an assigned working meal.

9.04 Except as otherwise provided in Paragraph 9.03 above, no employee will be called in to work for a period of less than four hours, except that an employee may be called back to work for any period after completing scheduled work on a day in which case the employee will be paid time and one-half for the actual time worked plus travel time to and from work.

9.05 On any shift of more than six (6) hours presentation desk employees and receptionists will have two unscheduled paid 15-minute break periods taken at times determined by individual employee's supervisors, and other employees will have available to them two unscheduled paid 15 minute break period, each in addition to an unpaid lunch as provided for in Paragraph 9.02 above. On any shift of six (6) hours or less there will be only one applicable break period and, notwithstanding Paragraph 9.02 above, an unpaid lunch period of one-half or one hour mutually agreed to by the employee and Company.

9.06 Work schedules shall be posted not later than 1:00 p.m. on the Friday immediately preceding the work week (Monday thru Sunday) for which they apply. Schedules may be changed only in an emergency or with the consent of the employee, and then not to violate any of the provisions of this Article.

9.07 No employee shall be scheduled to start a shift within eight (8) hours of the scheduled end of the previous shift, exclusive of overtime. Any work required before the expiration of such eight (8) hours shall be paid at the rate of time and one-half in addition to the straight time scheduled hours of work for the day.

9.08 All employees assigned to outside of the Observer and Eccentric coverage area shall have travel time considered as work time and not time off. Travel time and mileage within the coverage area will not be paid from home to first assignment and from last assignment to home.

9.09 Overtime shall be worked as required. Overtime is defined as work beyond the scheduled hours in a work day or days in the work week as defined in Paragraphs 9.01 and 9.02, work performed outside of scheduled hours, or work in excess of forty (40) hours per week. In calculating weekly overtime, holidays not worked falling within the work week shall count as eight (8) hours of work. Overtime shall be paid for at the rate of time and one-half. Notwithstanding this Paragraph, part-time employees shall not receive daily overtime except for work both beyond scheduled hours and in excess of eight (8) hours. Overtime will be worked and paid for only when approved in advance by the Company.

9.10 There will be no pyramiding of overtime.

## ARTICLE X

### Temporary and Part-Time Employees

10.01 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, fill in for employees on leaves of absence, or may be employed while the Company is attempting to permanently fill an open job while following the procedures of Article VIII (Transfers and Promotions). The Guild shall be notified in writing as to the nature of each temporary employees' employment.

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

b. Temporary employees shall not acquire seniority and are not covered by Articles VI and VII.

10.02 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.

a. Part-time employees shall be paid on an hourly basis equivalent to the wage minimum based upon their individual experience and job classification.

b. A part-time employee shall advance on the schedule of wage minimums on the basis of 2,000 hours of work being equivalent to one year's experience. For this purpose, hours of work shall include hours in which no work was performed, but for which pay was received.

## ARTICLE XI

### General Wage Provision

11.01 The Guild shall be notified of the job title and experience level of new employees in accordance with Article XX. An employee advancing from job grade 1 to job grade 2 shall receive the increase provided thereby on their anniversary date. An employee advancing through scheduled minimums shall receive the increase provided thereby on each anniversary date in his/her classification. An employee paid a salary above the minimum shall receive an experience rating which conforms to his or her salary.

An employee in job group 5 shall receive an experience rating at the time of employment and the Guild notified in accordance with the provisions of Article XX.

11.02 There shall be no reductions in salaries except in the event of an employee economically dismissed from a classification and then employed in a lower classification; and, except in the event of an employee demoted for cause to a lower classification.

11.03 Employees paid above the top minimums shall maintain the same dollar differential above the new top minimums when top minimums are increased.

11.04 The wage minimums established herein are minimums only. Individual merit may (at the sole discretion of the Company) be acknowledged by increases above the minimums.

11.05 Any employee who is assigned work in a higher bargaining unit job grade for four (4) or more hours on any day shall, for that period, receive additional pay at the rate of \$25.00 per week. An employee assigned to an excluded job for a full day shall for that day receive additional pay at the rate of \$45.00 per week.

a. Bargaining unit employees may perform work outside their classification

11.06 Employees will be paid bi-weekly and such payment will, at the option of the employee, be by direct deposit.

11.07 Photographers required to supply their own photographic equipment will receive an equipment depreciation allowance of \$110.00 per month until such time as they are assigned photographic equipment by the company. Part-time employees who are required to perform photographic assignments with some of their own equipment will receive pro-rata equipment depreciation allowance. Temporary full-time photographers will receive photographic equipment depreciation allowance for each full calendar month of their employment. Temporary photographers employed for less than a period of a full month will receive no depreciation allowance.

Photographic equipment supplied by the company including electronic cameras and imaging equipment purchased during the life of this contract will assigned to full time employees and will be paid for and maintained by the company.

Company-supplied photographic equipment is to be used only for Company business.

At such time during the term of this contract as digital cameras and imaging equipment is assigned to full-time photographers to take the place of their present equipment, the present photographic equipment will be reassigned to part-time photographers and in the order of their seniority.

11.08 Employees required to use their own vehicle in the course of their employment will receive a mileage allowance of 36 cents per mile. An employee who drives a Company or personal vehicle in the course of their employment shall maintain at all times a valid driver's license and shall be subject to the Company's Driving Record and Motor Vehicle Policy set forth in Attachment A.

11.09 Editorial Assistants - It is understood that Editorial Assistants may perform the following types of duties: General typing; typing and processing editorial input of brides, shorts, calendars, engagements, obits, press releases, freelance work, columns, births, etc.; scanning of submitted photos and morgue photos and other images; processing and/or routing e-mail; filing; library; order supplies; cashier; circulation starts-stops; handle ads; answering phones; greeting customers; and other work as assigned.

11.10 It is agreed between the Company and the Guild Local 34022 that student interns receive \$7.50 an hour.

11.11 It is agreed between the Company and Guild Local 22 that photo clerks be paid an hourly rate as follows:

Effective date of contract	\$9.97
1 <sup>st</sup> Anniversary date of contract	\$10.24
2 <sup>nd</sup> Anniversary date of contract	\$10.52

**ARTICLE XII**

**Wage Minimums**

Note: Full-time bargaining unit employees on the payroll as of the signing date of this Agreement, shall receive a one time signing bonus of \$1,200 to be paid as follows:

- a. \$600 payable in the first pay period that begins after the signing date of the new Agreement;
- b. \$300 payable 60 days following the signing date of the new Agreement;
- c. \$300 payable 120 days following the signing date of the new Agreement;
- d. Full-time employees must be employed on the date each installment payment is due to be eligible for an installment payment.

A. Upon Effective Date of Agreement:

<b><u>Job Grade</u></b>	<b><u>Experience Level</u></b>				
	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>I Copy Editor/Paginator</b>	\$615.00	\$681.66	\$748.27	\$837.41	
<b>II Reporter, Photographer, Editorial Graphic Artist</b>	\$480.05	\$546.69	\$611.37	\$702.19	\$827.70
<b>III Special Editor, Photographic Leader</b>	\$505.05	\$571.69	\$636.37	\$727.19	\$853.39
<b>IV Paginator</b>	\$550.00	\$610.00	\$670.00	\$729.53	
<b>V Editorial Assistant</b>	\$385.29	\$427.65	\$496.23		

As of the effective date of this Agreement, full-time bargaining unit employees below the top wage scale for their classification shall receive a two per cent (2%) wage increase in their weekly wage rate. This adjustment shall have no effect on their normal progression through the experience wage schedules.

B. Upon first anniversary date of this Agreement:

<b><u>Job Grade</u></b>	<b><u>Experience Level</u></b>				
	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>I Copy Editor/Paginator</b>	\$615.00	\$681.66	\$748.27	\$860.44	

<b>II Reporter, Photographer, Editorial Graphic Artist</b>	\$480.05	\$546.69	\$611.37	\$702.19	\$850.46
<b>III Special Editor, Photographic Leader</b>	\$505.05	\$571.69	\$636.37	\$727.19	\$876.86
<b>IV Paginator</b>	\$550.00	\$610.00	\$670.00	\$749.59	
<b>V Editorial Assistant</b>	\$385.29	\$427.65	\$509.88		

C. Upon second anniversary date of this Agreement:

<b><u>Job Grade</u></b>	<b><u>Experience Level</u></b>				
	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>I Copy Editor/Paginator</b>	\$615.00	\$681.66	\$748.27	\$884.10	
<b>II Reporter, Photographer, Editorial Graphic Artist</b>	\$480.05	\$546.69	\$611.37	\$702.19	\$873.85
<b>III Special Editor, Photographic Leader</b>	\$505.05	\$571.69	\$636.37	\$727.19	\$900.97
<b>IV Paginator</b>	\$550.00	\$610.00	\$670.00	\$770.20	
<b>V Editorial Assistant</b>	\$385.29	\$427.65	\$523.90		

### **ARTICLE XIII**

#### **Vacations**

13.01 Vacations shall be earned and taken during the calendar year. Vacation may not be accumulated from year to year.

Seniority employees who will have completed the specified periods of service as of January 1 of any year shall be eligible in that year for a vacation with pay on the following basis:

- Less than one year's service -- 1 day of vacation for each 26 days worked.
- After one full years' service -- 2 weeks.
- After three full years' service -- 3 weeks.
- After five full years' service -- 4 weeks.

As required by line 1 of this section 13.01, the vacation eligibility shown above shall be earned during the year as follows:

Vacation  
hours earned

<u>Vacation eligibility</u>	<u>Earnings calculation</u>	<u>per week worked*</u>
Less than one (1) year of service=	one (1) day each 26 days worked	
Two (2) weeks	80 hours/52 weeks=Vacation hours per week	1.5385
Three (3) weeks	120 hours/52 weeks= Vacation hours per week	2.3077
Four (4) weeks	160 hours/52 weeks=Vacation hours per week	3.0769

\*Weeks worked are defined as weeks for which the employee is paid. Vacation earned for partial weeks worked will be prorated based on the number of paid hours in the partial week.

Requests to use any quantity of vacation time before it is earned in the year must be approved in advance by the Company.

An employee who works less than a full year in the prior calendar year shall receive partial vacation on the basis of one day's vacation with pay for each 26 days worked in the preceding calendar year, if the employee would have been entitled to two weeks' vacation if he/she had worked a full year; one day's vacation for each 17 days worked if the employee would have been entitled to three weeks' vacation if he/she had worked a full year; and one day for each 13 days worked if the employee would have been entitled to four weeks' vacation if he/she had worked a full year. For this purpose days worked includes days on which no work was performed but for which pay was received (for vacations, holidays, sick or personal days) but not including periods of pay under the Company's disability income plan.

13.02 Vacation schedules, with any applicable limitations, will be posted by February 1 of each year at each location. Employee requests for vacation time off shall be determined on the basis of seniority with respect to requests made prior to April 1 of any year. Vacation conflicts which rise on account of requests made after April 1 shall be determined on a first request basis.

13.03 An employee whose vacation time includes a holiday shall receive an additional eight (8) hours of vacation at a time mutually agreeable to the employee and the Company. With the agreement of the Company, an employee's vacation may begin and end on any day of the week. A maximum of five days of an employee's vacation entitlement may be taken in periods of not less than four (4) hours, providing they are approved and prescheduled. The balance of an employee's vacation entitlement must be taken in periods of not less than full weeks.

13.04 An employee unable to take his or her vacation during the calendar year on account of illness or at the Company's request shall receive pay in lieu of vacation at the end of the calendar year, or with the consent of the Company may take his or her vacation in the next calendar year and consecutively with the consent of the Company.

13.05 In the event of termination of employment (or the employee's estate in case of death), accrued vacation credits shall be liquidated in cash. An employee who terminated 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.

## ARTICLE XIV

## Paid Days Off

### A. HOLIDAYS

14.01 A seniority employee shall receive holiday pay at the rate of eight (8) hours of straight time pay for a full time employee without performing work on the following holidays, provided the employee works the regularly scheduled shift immediately preceding and immediately following the holiday:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

Effective January 1, 1999, employees shall receive one floating holiday on the same terms and conditions as applied to other paid holidays and which must be scheduled and approved in advance.

14.02 In the event the holiday occurs during the period of an employee's vacation, an additional day of vacation will be scheduled at a time mutually agreed upon between the employee and the employee's supervisor.

14.03 A seniority employee who performs work on a holiday shall receive overtime pay at the rate of time and one-half for all hours worked in addition to holiday pay provided the employee works all scheduled hours during the week in which a holiday occurs. For this purpose any excused and paid time off will be considered scheduled hours of work.

14.04 The Company's past practice regarding religious observances by employees will be continued during the term of this Agreement.

### B. PERSONAL DAYS

14.05 Personal days are for the purpose of accomplishing personal business which cannot be conveniently taken care of outside of working hours. A seniority employee will accrue (and may thereafter take as scheduled and approved in advance) during the first calendar year of employment one eight (8) hour personal day for each 52 days worked. In subsequent calendar years a seniority employee is entitled to five personal days per calendar year to be taken as scheduled and agreed upon in advance by the employee's supervisor, in increments of eight (8) or four (4) hours. With the approval of the employee's supervisor, not more than one personal day may be taken immediately prior to a vacation and not more than one personal day may be taken immediately after the period of a vacation. Personal days do not accumulate from year to year and must be taken in the year allowed.

### C. SICK DAYS

14.06 (a) Sick days are for the purpose of providing continuing income during the period of an employee's personal short-term illness. The seniority employee will accrue (and may thereafter take) during the calendar year of employment, sick days at the rate of eight (8) hours for each 37 days worked. In subsequent calendar years a seniority employee is entitled to seven (7) sick days per calendar year to be taken in increments of whole or half days. An employee can carry over up to two sick days from the prior calendar year. However, no employee can have more than nine (9) accumulated sick days in any one calendar year.

(b) In Addition, an employee may maintain a “disability leave bank” comprised of up to 5 unused sick days (40 hours) from a prior calendar year within the term of this contract, and which may accumulate up to a maximum of 15 days (120 hours), all of which shall be banked for use in conjunction with a disability leave.

(c) Such days may not be used to extend the 26 week maximum disability leave benefit, but may be used to supplement the 55% disability benefit (the total not to exceed 100% of straight time daily/weekly wages), and may also be used during the seven or fourteen day waiting periods.

(d) Employees will not be paid accumulated sick days or accumulated disability leave bank days/hours upon termination.

#### D. JURY DUTY

14.07 Employees called to jury duty will be paid the difference between their daily straight time pay and jury duty pay for each day the employee is required to report for jury duty. In the event an employee is excused from jury duty with more than four hours of his otherwise scheduled shift remaining then the employee must return to work immediately or not be entitled to jury duty pay for that day. Night shift employees called for such service shall not be required to work on the day so spent, provided he/she spent at least four hours in such service on that day.

#### E. BEREAVEMENT LEAVE

14.08 In the event of a death in the immediate family of an employee, the employee shall receive up to three working days off with pay as bereavement leave. Immediate family is defined as the employee's spouse, parents, children, parents-in-law, brothers, sisters, grandparents, grandchildren and stepchildren.

### ARTICLE XV

#### Unpaid Leaves of Absence

15.01 Upon written request made at least two weeks in advance, an employee with twelve months or more of service shall be granted an unpaid leave of absence because of election or appointment to a position in The Newspaper Guild or a local of The Newspaper Guild. Upon expiration of such leave and after 30 days notice, the employee shall be reinstated in the same or comparable position as held when the leave was granted. During the period of such leave, there will be no accumulation of vacation credit, no holidays will be paid and after the month in which the leave commences no insurance coverage of any kind will be provided or made available. Neither will the period of such leave be counted toward seniority for pension purposes

15.02 Upon written request made at least one week but where possible two weeks in advance, a seniority employee shall be granted an unpaid leave of absence because of election or appointment as a delegate to a convention or special meeting of The Newspaper Guild or any branch thereof or any organization with which The Newspaper Guild is affiliated, provided not more than two employees at a time are on such leave. During the period of such leave, no holidays will be paid. After the first five work days of such leave, the employee will pay the full cost of all insurance coverage for the remaining period of such leave in advance, and there will be no accumulation of vacation credit.

15.03 The period of any leave of absence provided for in the Agreement paid or unpaid, beyond the first thirty (30) calendar days thereof, shall not count towards the accumulation of experience, and any affected employee's experience anniversary review date will be shifted accordingly.

## ARTICLE XVI

### Maternity Leave

16.01 Provided the conditions set forth in the Company's Maternity Plan are met, maternity leave will begin when the employee's physician expresses the professional opinion that the employee is no longer physically capable of safely performing her job responsibilities. No employee shall be required to commence a maternity leave so long as she is able to efficiently perform her normal duties safely. Any dispute about such ability shall be decided by medical evidence.

16.02 Time spent on maternity leave will not be counted for the purpose of computing vacation pay.

16.03 Group hospitalization, dental, drug, optical (effective July 1, 1981), and life insurance coverage will be paid for by the Company, for the period of maternity leave with disability pay up to a maximum of 26 weeks. Regular full-time and part-time employees will continue to make their same monthly contributions as in effect immediately prior to the beginning of their leave. Contributions will be deducted from benefits or paid in advance each month by the employee. Such insurance may be continued for an additional period of maternity leave without pay of not more than 26 weeks provided the employee pays the full premiums therefore to the Company in advance.

16.04 In order to be eligible for maternity leave with disability pay, an employee must be under a doctor's care and appropriate forms must be completed by both the employee and her doctor. If the maternity leave with disability pay extends beyond six (6) weeks after termination of the pregnancy, it will be necessary for the employee's physician to complete additional forms furnished by the Company verifying the employee's continuing disability. Any dispute about such disability shall be decided by medical evidence.

16.05 In addition to the period of maternity leave with disability pay, maternity leave without pay for the purpose of nursing and caring for the child shall be granted upon an employee's request.

16.06 An employee who returns from maternity leave of 26 weeks or less will be reinstated in the same or a comparable position without loss of seniority.

16.07 An employee may elect to continue an unpaid extended maternity leave beyond a total maternity leave period of 26 weeks. In such case the employee will be re-employed from a preferential hiring list as an appropriate job is available. Employees re-employed not more than one year after the maternity leave began will have no break in seniority (including for pension purposes) because of the leave. Employees who return after more than one but less than two years' maternity leave will not have the maternity leave period count toward their seniority for any purpose. After two years' maternity leave, an employee's seniority will be lost.

## ARTICLE XVII

### Military Service Leave

17.01 Military Service leave of absence without pay will be granted to any seniority employee who enlists in or is ordered into long term active duty in the military service. Such an employee will be re-employed in as comparable a classification as possible upon receiving a general or honorable discharge from active service, without loss of seniority, provided:

a. The employee's application for re-employment is made within ninety (90) days from discharge from active service, or within ninety (90) days from release from military hospitalization of not more than one year after such discharge from active service; provided, in the event of original active service or not more than three months, such application must be made within thirty-one (31) days.

b. The employee presents to the Company a certificate showing satisfactory completion of active military service.

c. The employee's period of active duty does not exceed four years.

17.02 An employee required to perform short term military duty will be granted a military service leave of absence to attend summer encampment with the Michigan National Guard for a period of two weeks or less, will be granted pay for such period equal to the difference between the employee's regular straight time pay for the period and the pay he received from the Michigan National Guard. This short term military service leave is in addition to the normal vacation to which the employee would be entitled.

17.03 Special short term military service leave will be granted in times of short term call ups on account of events such as civil disorders, severe weather emergencies and so forth. In such case the Company will pay the employee the difference between his regular straight time pay for the period of such call up and the military pay received for such period. The period for which such pay will be paid shall not exceed, for any such leave, ten (10) working days.

17.04 Time spent on military service leave, provided for in this article, shall not constitute a break of service with the Company.

17.05 Except for short term military service leaves provided for in Paragraphs 17.02 and 17.03 above the employee's insurance benefits shall cease upon the employee entering active military service. All other fringe benefits shall be affected as though the employee were on an unpaid leave of absence when he enters long term military service.

## **ARTICLE XVIII**

### **Insurance-Pension**

#### **18.01 Health Care Benefits and Life Insurance**

The life insurance, accidental death and dismemberment insurance shall be equal to the annualized rate of base pay, rounded to the nearest \$1,000.00. Life insurance, accidental death and dismemberment insurance, and disability insurance plan will become effective for a new employee upon the employee's attaining seniority.

All coverage will be in accordance with the terms of the health and disability plan(s) agreed to between the Company and the Union; in the event of conflict between the plan(s) and this Agreement, this Agreement will govern.

Schedule of Changes Effective (July 4, 2004)

Regular full-time employees shall be eligible for HMO group coverage in the Health Alliance Plan HAE (or any other HAP HMO plan that provides an equivalent level of benefits).

Regular full-time employees will contribute to the cost of the Hospital-Medical-Dental and Drug Group Insurance program by payroll deduction as follows:

Individual coverage:	\$25.00 per month
Employee and child(ren) coverage:	\$35.00 per month
Two Person coverage:	\$45.00 per month
Family coverage:	\$70.00 per month
“Dental only” coverage (employee only)	\$15.00 per month

Employees with HMO coverage shall receive employee and family dental coverage; employees enrolling in only in dental coverage will receive employee coverage, not family coverage.

- Regular full-time employees on medical or other paid leaves of absence will continue to make their same contributions as in effect immediately prior to the beginning of their leave. Contributions will be deducted from benefits or paid in advance each month by the employee.

Waiting period for medical and Prescription drug coverage	1 <sup>st</sup> day of the month which follows 90 calendar days from hire
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Waiting period for dental	1 <sup>st</sup> day of month which follows one year from hire
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Prescription drug copay per prescription for HMO participants (includes birth control pills)	\$10.00 1 <sup>st</sup> Tier \$15.00 2 <sup>nd</sup> Tier \$30.00 3 <sup>rd</sup> Tier
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Mail order drug benefit to be available for as many drugs as permitted by HAP and is mandatory for any drug classified by HAP as a Maintenance Drug

Dental benefits:	Preventatives treatments	100%
	Basic treatments	90/10
	Major treatments	90/10
	TMJ coverage	Covered subject to annual maximum
	Annual maximum for all coverage	\$1,000

Vision benefits and waiver allowances in the prior contract shall be eliminated.

#### 18.02 Disability Insurance Plan

The disability insurance plan in effect on the day of execution of this Agreement will continue in effect during its term. The disability insurance plan will become effective for a new employee upon the employee’s eligibility for health benefits.

A. Eligible bargaining unit employees will be entitled to sickness and accident benefits of 55% of straight time weekly wages for 26 weeks.

- 1) Disability payments will begin on the 8th day of hospital confinement or the 15th day of sickness.
- 2) It is not necessary to be confined to a hospital to receive these payments, but the employee must be under a doctor's care and appropriate insurance forms must be filed by employee and doctor. Approval for payment by the insurance carrier will be used as the basis for all company payments.

B. All coverage will be in accordance with the terms of the disability plan agreed to between the Company and the Union; in the event of conflict between the plan and this Agreement, this Agreement will govern.

### 18.03 Pension and 401(k) Plans

#### A. Pension Plan.

1. During the term of this Agreement, the Company will continue in effect for employees its present pension plan. As a part of the contract agreed to between the Union and the Company in 1994, the Union agreed to a freeze of pension benefits for its members as of December 31, 1994 in accordance with the then-current benefit formula. As part of the same agreement, a separate pension plan was created by the Company for Local 34022 members at the newspaper in accordance with the provisions of law and including the frozen pension benefits described above. A formula yielding a monthly benefit of \$30 times years of service for years beginning January 1, 1995 and thereafter was added to the pension plan effective January 1, 1995.

2. The monthly benefit formula will be further increased to a monthly benefit of \$32 times years of service for years beginning January 1, 2000 and thereafter

#### B. 401K

1. A 401K plan was implemented effective January 1, 1986. Employees may contribute to the plan under its provisions. No contribution will be made by the Newspaper.

#### 2. Effective July 1, 1995

- a. The union employees will have a 401(k) plan having the same investment funds as the plan for non-union employees.
- b. There will be no employer contributions to the union plan.
- c. Union employees will pay any custody fees associated with any funds in the plan.
- d. Union employees will pay any fees associated with inter fund transfers and Distributions under the same terms and conditions as the non-union plan.
- e. Union employees will pay any loan fees associated with the loan provisions of the Plan.
- f. The Company will pay any record keeping, trustee, and other administrative fees.
- g. The fees described above must be paid in the amounts as they may change from

time to time.

## ARTICLE XIX

### **Fringe Benefits for Part-Time Employees**

19.01 The same basic plan described for full time employees will apply to part-time employees who participate in the insurance package program, on a pro-rata basis.

The disability income weekly payments will be based on average hours worked per week in the previous calendar year times current rate of pay. During a part-time employee's first calendar year of employment, any necessary determinations will be based, whenever possible, upon the employee's actual earnings or actual average hours of work per week during the prior calendar quarter.

Part-time employees are subject to all terms of this Agreement and shall receive the following fringe benefits on a pro-rata basis: Guild HAP Plan and dental coverage, vacations, holidays, sick days and personal days.

Guild HAP Plan and dental coverage, full time off with pro-rata pay and group insurance coverage in the following calendar quarter based on the number of straight time hours actually worked to 500 hours (to include vacation, holiday, personal days and sick days as days worked) I the previous quarter.

Vacations, holidays, sick days and personal days pay will be based on the actual straight time hours worked in the prior calendar year to 2000 hours.

During the first calendar year of employment the benefits will be based on actual straight time hours worked to 500 in the prior calendar quarter.

Life insurance: Life and accidental death and dismemberment based upon the employee's earnings in the prior calendar year.

Guild HAP Plan and dental coverage: The employee will contribute as a condition of continuing coverage, by payroll deduction authorization, that portion of the premium which is over and above that portion paid by the Company. The Company will pay that portion determined by multiplying the whole premium by the fraction the numerator of which is the employee's average hours of work per week in the prior calendar quarter and the denominator of which is 40. (Effective July 1, 1998 the minimum part-time contribution will be not less than the contribution required of a full-time employee). Such payroll deduction authorization shall be revocable upon written notice to the Company, but once revoked by an employee, may not be reinstated for a period of one year. Except as indicated in all of 19.01 above: During the employee's first calendar year of employment any necessary determinations will be based, whenever possible, upon the employee's actual earnings or actual average hours of work per week during the prior calendar quarter.

## ARTICLE XX

### **Employee Integrity**

20.01 An employee's byline or credit line shall not be used over his or her protest. In the event substantial changes in copy are made the employee will be informed, whenever practicable in line with past practice, prior to publication.

20.02 If a question arises as to the accuracy of printed material, the employee concerned will be consulted where practicable prior to any retraction of the material involved.

20.03 Employees shall be free to engage in any activities outside working hours except that:

- a. No employee shall utilize his position with the Company for personal advantage.
- b. No employee shall disseminate confidential information gained during the course of his employment
- c. No employee shall submit articles or images concerning events, people or business within the circulation area of the Observer and Eccentric Newspapers to the following publications: The Detroit News, The Detroit Free Press, Oakland Press, Daily Tribune, C & G Publications, Macomb Daily, wire services, Hour Magazine, Jewish News, Community Crier, Michigan Community Papers, Heritage Newspapers or to any additional publications, or to their Internet sites, or other web sites (for example: CityScape), which are of the nature of those listed above.

No employee shall submit any articles or photographs to any local newspaper or periodical primarily circulated within the circulation area of any of the Observer and Eccentric Newspapers or which overlaps the circulation area of any Observer and Eccentric Newspaper. No employee shall participate in any public relations activity within the circulation area of any Observer and Eccentric Newspaper without approval in advance by the Company.

d. No employee shall undertake of his own initiative or be required to write, process, or prepare anything for publication in such a way to distort any facts or create an impression which the employee knows to be false.

## **ARTICLE XXI**

### **Information**

21.01 The Company shall supply the Guild, upon reasonable request, with a list containing the following information for each employee:

- a. Name, address, sex, minority group, date of birth, and social security number.
- b. Date of hire.
- c. Job classification.
- d. Experience rating and experience anniversary date.
- e. Salary.

21.02 The Company shall notify the Guild monthly in writing of:

a. Changes in classification: salary changes by reason thereof; and effective dates.

b. Resignations, retirements, deaths, and other revisions in the data listed in Section 21.01 above, and effective dates.

21.03 Within two weeks after the hiring of a new employee the Company shall furnish the Guild in writing with the data specified in Section 21.01 above for each new employee.

21.04 The Company shall furnish to the involved employee and to the Guild a copy of any reprimand or disciplinary notice. An employee shall have the right to review, upon request, his or her personnel file.

21.05 Each employee shall be responsible to provide the Company with the employee's current address and telephone number as well as any changes in personal data such as marital status (single or married), number of dependents or change in beneficiary. The Company may rely upon the latest information supplied to its payroll department by the employee. Service of notice to employees as required under this contract shall be accomplished by mailing to the employee's last address of record by Certified Mail Return Receipt Requested the involved notice.

## **ARTICLE XXII**

### **Miscellaneous**

22.01 COMPLETE AGREEMENT. It is understood and agreed that this contract contains the complete Agreement between the parties hereto and supersedes all prior agreements, practices, customs and benefits. No additions, waivers, deletions changes or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

22.02 RE-USE AND SYNDICATE COMPENSATION. Employees under this agreement will not receive compensation for the re-use and syndication of their work in any manner.

22.03 BULLETIN BOARDS. The Company agrees to provide a bulletin board in each Editorial Department office for the exclusive use of the Guild for official Guild business only.

## **ARTICLE XXIII**

### **SAFETY AND HEALTH PROGRAM (OSHA)**

23.01 Both the Company and the Guild recognize the obligations of the Company, the Guild and employees under the Federal Occupational Safety and Health Act (OSHA) to prevent, correct and eliminate unhealthy and unsafe working conditions and practices.

23.02 There shall be established a Safety and Health Committee, consisting of two Guild and two Company representatives.. This committee will meet at least once a month. Minutes will be maintained for purposes of continuity and follow-up. If an employee is called in during non-working hours the employee will receive 2 hours pay at straight-time (no leeway or overtime).

23.03 The function of the Safety and Health Committee is to advise the Company of hazards, and to recommend to the Company safety rules and safety procedures. Safety and health committee meetings may be held during working hours or outside working hours, as the Company and the Guild may agree upon from time to time. Guild committee members shall be allowed time off without loss of pay during their scheduled working hours for the purpose of attending such meetings. Any matter before the committee which cannot be resolved by it may be referred within ten (10) working days to the Grievance Procedure set forth in Article 6 beginning with the third step.

23.04 The Company will administer a safety and health program and establish safety rules.

#### **ARTICLE XXIV**

##### **EMPLOYEE SUBSTANCE ABUSE, PREVENTION & TESTING**

The Company's policy covering Guild employees for substance abuse, prevention and testing is incorporated into the contract by reference.

#### **ARTICLE XXV**

##### **JOINT LABOR-MANAGEMENT COMMITTEE**

The provisions for use of a Joint Labor-Management Committee are agreed to and are incorporated into the contract by reference.

It is agreed that this Agreement shall be in effect from the first day of July, 2004 through the 30th day of June, 2007.

IN WITNESS WHEREOF this Agreement has been duly executed this \_\_\_ 1st \_\_\_ day of \_July\_\_\_\_, 2004.

NEWSPAPER GUILD OF DETROIT,  
LOCAL 34022

OBSERVER & ECCENTRIC NEWSPAPERS

\_\_\_\_\_  
Louis J. Mleczeko, President

\_\_\_\_\_  
David Karapetian

\_\_\_\_\_  
LeAnne Rogers, Unit Chairperson

Sue Mason, Vice Chairperson

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Bill Bresler

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Steve Cantrell

## LETTER OF UNDERSTANDING

It is agreed that the Letters of Understanding signed July 1, 1991 re: "No Strike Clause" and "Recognition and Coverage Clause" will continue to apply during the life of the Agreement for the term July 1, 2004 to June 30, 2007.

### NEWSPAPER GUILD OF DETROIT, LOCAL 34022

Louis J. Mleczeko

LeAnne Rogers

Tom Hoffmeyer

Ken Abramczyk

Jim Toth

### OBSERVER & ECCENTRIC NEWSPAPERS

David Karapetian

Hugh Gallagher

Joe Bauman

Revised  
July 1, 1991

Mr. Don Kummer  
Administrative Officer  
Newspaper Guild of Detroit, Local 22

RE: No-strike Clause

Dear Mr. Kummer:

This supplemental letter agreement supplements the collective bargaining agreement between the Observer & Eccentric Newspaper Division and your Union.

It is agreed that bargaining unit members will not participate in any recognition or information picketing at any facility of the Suburban Communications Corporation. It is further agreed that this letter of agreement does not prohibit bargaining unit employees from participating in picketing activity that is a part of a strike by employees employed at any other facility of Suburban Communications Corporation; in which event is further agreed that bargaining unit employees shall refrain from publishing (by poster, buttons or any other means) the fact that they are employees of the Observer & Eccentric Newspaper Division or any part thereof.

The term of this supplemental letter agreement shall be coincident with that of the underlying collective bargaining agreement between the parties.

Kindly indicate your agreement with the foregoing by executing and returning the enclosed copy of this supplemental letter agreement to the undersigned.

Very truly yours,

Richard Isham  
Vice President/General Manager

Revised  
July 1, 1991

Mr. Don Kummer  
Administrative Officer  
Newspaper Guild of Detroit, Local 22  
RE: Recognition and Coverage Clause

Dear Mr. Kummer:

This supplemental letter agreement supplements the collective bargaining agreement between Observer & Eccentric Newspaper Division and your Union.

Article I, Recognition and Coverage, provides that supervisory employees and confidential employees as defined in the National Labor Relations Act shall be excluded from the bargaining unit covered by the collective bargaining agreement.

(2) of that Article, further provides that such employees may perform the same kinds of work as that performed by bargaining unit employees in accordance with past practice.

This letter further defines who are excluded supervisory and confidential employees within the Editorial Department.

Excluded supervisory employees include the executive editor, the administrative assistant to the executive editor, the editorial page director, the community editors, the assistant community editor of the Birmingham/Bloomfield edition, the suburban life-photographic supervisor, the copy desk supervisor, and the assistant copy desk supervisors.

Excluded confidential employees are the secretary to the executive editor.

The Company agrees that it will not without good business or editorial reason, either create additional assistant community editor situations beyond those presently existing or create additional assistant copy desk supervisors beyond those presently existing.

The Company has the right to create additional managerial or supervisory positions for good business or editorial reasons. In the event a dispute occurs between the Company and the Guild as to whether such established position is in fact a managerial or supervisory position that dispute shall be resolved in accordance with the bargaining unit clarification procedure of the National Labor Relations Board.

In the event any dispute occurs between the Company and the Guild with regard to whether or not good business or editorial reason exists for creation of additional positions by the Company as set forth in this letter such dispute shall be subject to the grievance procedure and arbitration provisions of the underlying collective bargaining agreement.

Kindly indicate concurrence with this agreement by executing the enclosed copy and returning it to the undersigned.

Very truly yours,  
Richard Isham  
Vice President/General Manager

## LETTER OF UNDERSTANDING

RE: A revised letter of understanding originally dated 10/03/80

### Coverage Area

It is understood between the parties that the coverage map signed off by the Company and Union in incorporated by reference as part of Article 9.08, 20.03, 8.01(a) of the Company-Union Agreement effective July 1, 2004 – June 30, 2007.

### NEWSPAPER GUILD OF DETROIT, LOCAL 34022

Louis J. Mleczeko

LeAnne Rogers

Tom Hoffmeyer

Ken Abramczyk

Jim Toth

### OBSERVER & ECCENTRIC NEWSPAPERS

David Karapetian

Hugh Gallagher

Joe Bauman

## LETTER OF UNDERSTANDING

### Part-time Full-time Seniority For Layoff Purposes

9. For the purpose of layoff only.
9. Present employees who have moved from full-time to part-time or vice versa as of December 19, 1985, are grandparented and not effected by the provisions of this provision.
9. Two lists will be maintained. One for full-time employees and another for part-time, effective December 19, 1985.
9. Part-time employees will be laid off before full-time employees are laid off.
9. Employees bidding on full-time jobs from part-time jobs will be low senior on the full-time seniority list; but will retain their Company wide seniority for benefit purposes.
9. Employees bidding on part-time jobs from full-time will carry their seniority with them.

July 1, 2004

### NEWSPAPER GUILD OF DETROIT, LOCAL 22

Louis J. Mleczko  
LeAnne Rogers  
Tom Hoffmeyer  
Ken Abramczyk  
Jim Toth

### OBSERVER & ECCENTRIC NEWSPAPERS

David Karapetian  
Hugh Gallagher  
Joe Bauman

OBSERVER & ECCENTRIC NEWSPAPERS  
Policy for Substance Abuse Prevention & Testing

Memorandum of Understanding

This Memorandum of Understanding is entered into by the Observer & Eccentric Newspapers (hereinafter referred to as the “Company”) and the Detroit Newspaper Guild Local 22 (hereinafter referred to as the “Union”).

I. Policy

A. The company and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from hazards caused by the misuse of drugs 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 drugs or alcohol.

B. The Company and the Union recognize that such substance abuse is a treatable illness, and that a compassionate and consistent approach to substance abuse including education, treatment, and rehabilitation as well as attention to the health and safety of all employees are integral components of this policy.

Confidentiality, consistent with legal, safety and security considerations is also fundamental.

II. Education and Training

A. This policy will be communicated to employees. Further information will be provided covering various aspects of the policy including (1) the dangers of alcohol and drug abuse in the workplace; (2) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (3) the sanctions the Company will impose for violations of its drug and alcohol policy.

B. The Company shall develop a program of training to assist Company representatives and Union representatives in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug and alcohol policy. The training will be offered on an annual basis to personnel not previously trained and will also include training on methods of referring employees who might be suffering from personal problems that could signal possible substance abuse problems to an Employee Assistance Plan (EAP).

III. Employee Assistance Plan

A. 1. For employees enrolled in a health care plan offered by the Company, the Company will offer referral to an Employee Assistance Plan which offers appropriate services and rehabilitation programs which emphasize education, prevention, counseling, and treatment to employees and their eligible dependents when personal concerns arise which affect employees’ own work performance, or safe working conditions.

2. Employees not enrolled in a health care plan offered by the Company will be encouraged to seek advice and care from another provider.

B. An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Assistance Plan. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be discipline for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee’s written consent. An EAP counselor shall not disclose information on drug/alcohol is received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

C. In order for an employee's decision to enter an EAP to be considered voluntary, the employee must seek to enter the EAP prior to a referral to the collection site for purposes of obtaining a substance test which subsequently tests positive.

#### IV. Testing

A. New Employees Applicants offered employment may be required to submit to drug and alcohol testing for prohibited substances within two business days of receiving a job offer. Offers of employment will be conditional upon successful completion of the test. Applicants who do not consent to a test will be ineligible for employment.

##### B. Reasonable Cause Testing for Prohibited Substances

The Company may give or require any employee to submit to a test for prohibited substances as a condition of continued employment only with reasonable cause. "Reasonable cause" shall exist only when two job site representatives trained in detection of drug and alcohol can articulate and substantiate in writing specific behavioral, performance or contemporaneous physical indications of being under the influence of drugs or alcohol on the job. If available, a representative of the Union shall be asked to witness the observed behavior. The objective indicators shall be recognized as accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as but not limited to 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 observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (the form to be agreed upon by the Company and the Union).

The following constitutes some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol:

- a. Incoherent, slurred speech;
- b. Odor of alcohol on the breath;
- c. Staggering gait, disorientation, or loss of balance;
- d. Red and watery eyes, if not explained by environmental causes;
- e. Paranoid or bizarre behavior;
- f. Unexplained drowsiness.

##### C. First -Time Offenses

A trained Company representative can treat a first-time offense by sending the employee home from work with a warning provided:

1. that a supervisor one level above has been consulted on the decision, and
2. that the conduct of the employee did not result in an incident which caused accident or injury to another person or property or interfered with the operation of his/her department.

##### D. Identification and Consent Procedures

1. An employee may be required to submit to urine testing for drugs or alcohol by a physician or laboratory only if the Company has "reasonable cause" that the employee is under the influence of drugs or alcohol in violation of this policy. The Company may order urine testing only.

2. If a Company representative makes observation of an employee which the representative believes may constitute reasonable cause for drug or alcohol testing, the representative shall immediately inform the employee that he/she may have a Union witness present. If the employee wishes not to have a Union witness, then that desire should be put in writing and signed off by the employee on the Incident Report Form. A witness can acknowledge an employee's refusal to sign the Form.

3. The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious

fumes, reaction to over the counter medication or illness. A Union representative may be present, if available, during such explanation.

4. If the trained representative believes that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the name of the persons making those observations, before the employee is tested.

5. A completed copy of the 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. If circumstances do not allow for a complete Report to be prepared at once, then the employee shall be given a concise written statement of why he/she is being referred to testing and a complete written Incident Report Form shall be provided to the employee and the Union no later than 24 hours after the incident.

6. Prior to the actual drug testing for reasonable cause, the employee will be examined by a trained medical professional at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the Company representative's observations were caused by a reason other than being under the influence of drugs and/or alcohol. If the opinion of the trained medical professional is that the Company representative's observations are for a reason other than possible influence of drugs and/or alcohol no test will be given and the employee will be returned to the workplace without loss of pay. If the trained medical representative releases the employee to return to work, such release must be in writing.

7. 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.

8. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

9. If the Company has reasonable cause to believe an employee is under the influence of drugs or alcohol, as set forth in this policy, and the employee refuses to submit to a drug test, this constitutes insubordination and subjects the employee to possible discipline up to and including discharge.

#### E. Drug Testing Procedures

1. Testing shall be done at a NIDA certified laboratory located in Michigan. The parties retain the right to inspect the laboratory to determine conformity with the standards subscribed in this policy. The laboratory will only test for the substances listed under "Prohibited Substances", as defined in this policy. The specific required procedure is as follows:

2. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the Company's Option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

3. Immediately after the specimen is collected, it will be divided into two urine bottles which, in the presence of the employee, will be labeled and then initialed by the employee and a clinic staffer with evidence tape. If the sample must be collected at site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container.

4. The container shall be sent to the designated testing laboratory on that day of the earliest business day by the fastest available method.

5. A chain of possession form shall be completed by the hospital, laboratory and/ clinic personnel during the specimen collection and attached to and mailed with the specimens.

6. 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) technique which identifies at least three (3) ions. In order to be considered positive for reporting by the laboratory to the employer, both samples shall be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test. The standards listed in the definitions section of this policy shall be used to determine what levels of detected substances shall be considered as positive.

7. If the testing procedures confirm a positive result, as described above, the tested employee shall be notified of the results in writing, including the specific quantities. If requested by the employee or the Union, the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedures sheets, acceptance criteria, and laboratory procedures.

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

9. All information from a tested employee's drug and alcohol test is confidential for purposes other than determining whether the Company policy 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. The results of a positive drug test shall not be released until the results are confirmed.

10. Every effort will be made to insure that all employee 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.

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

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

#### F. Safety Critical Jobs

Testing and to the procedures for safety critical jobs covered by the Department of Transportation will follow the guidelines and procedures of the Department of Transportation. where applicable, this policy will apply.

#### V. Confirmed Positive Results

A. Temporary or probationary employees who are determined to be under the influence of prohibited substances will be terminated.

B. Permanent part-time and full-time employees who are determined to be under the influence of prohibited substances will be referred to a rehabilitation program or and EAP available to the employee.

When and if it becomes necessary to impose discipline for on the job infractions that stem from substance abuse induced impairment, discipline will be progressive and proportional, up to and including termination.

## VI. Treatment Procedure

### A. The following treatment procedure shall be completed:

1. The employee must submit to assessment by an EAP or other treatment center which is provided according to the employee's health care benefits or by another licensed provider if the employee is not enrolled in a health care plan offered by the Company; and, must release limited information from the EAP, treatment center or doctor to the Company.

For example:

\* progress of treatment

\* attendance at treatment sessions

\* ability to return to work and/or work restrictions

\* approximate time when employee will be able to return to work if treatment involves absence from work

\* other work-related information; and,

3. must provide documentation from the treatment center, as requested, to verify that the treatment program is being followed by the employee; and

4. must agree to submit, at any time during the treatment period, to examination by professionals selected by the Company; and,

5. time off for treatment will be under the Company's normal sickness and accident leave policy for eligible employees; and

6. after completion of treatment, the employee will return to regular duties, (subject to paragraph 8, below), without loss of seniority.

7. Failure to follow or complete treatment will result in review in accordance with the provisions of section V, B, of this policy.

8. The employee's return to work will be subject to the conditions prescribed by the treating doctor or treating center-- for example, attending weekly counseling sessions.

9. Employees will not be allowed to return to work until seen, evaluated and released to return to work by a Company approved treatment center.

### B. Disputes of Prescribed Treatments

When an employee has been referred to an EAP program and disagrees with the prescribed treatment, the employee may request a second opinion. Upon review of the second opinion, the employee will be required to undergo treatment of the lesser treatment plan, which could include being returned to work.

## VII. Pay

A. Employees who are required to submit for substance abuse testing will be paid at their straight time rate up to and during the actual collection of the sample required for testing.

B. An employee will then be suspended without pay until results and confirmation of the test are received by the Company. (Test results will be available within 72 hours)

C. Any employee with negative test results (indicating that the employee is free from any prohibited substance), will be immediately notified to return to work. These employees will receive full pay at

straight time for any time off during the suspension. Any such time off will be regarded as “time worked” for purposes of overtime, holiday pay, vacation, personal time, and the work record.

D. Any employee with a positive test for prohibited substances will not receive pay for the suspended time off; such time will not be regarded as “time worked” for purposes of overtime, holiday pay or for any other purpose.

## VIII. Definitions

A. “Prescription Drugs” means a drug lawfully available for purchase only with a prescription or other lawful over-the-counter medications.

B. “Prohibited substance” means drugs and alcohol as listed in the table below, when the use of which has not been specifically approved by management for use by an employee.

<u>Substance</u>	<u>Screening</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 mg/liter	500 ng/ml
Barbiturates	300 ng/liter	300 ng/ml
Benzodiazepines	300 ng/liter	300 ng/ml
Cannabinoids (marijuanas)	100 ng/ml	15 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Alcohol	0.02 g%	

C. “Reasonable cause” means those circumstances described in section V.B.. of this policy.

## IX. Grievance Procedure

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

## X. Savings Clause

A. 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 of 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.

B. No waiver of legal rights: the parties agree that this program shall not diminish the rights of individual employees under state and federal laws relating to drug and alcohol testing.

INCIDENT REPORT FORM

When requesting a test for prohibited substances, the Company representative must complete this form.

9. Name of Employee: \_\_\_\_\_

9. Position: \_\_\_\_\_

9. Date of Incident: \_\_\_\_\_

9. Time of Incident: \_\_\_\_\_

9. State objective evidence supporting reasonable suspicion that employee is using or is under the influence of a prohibited substance (physical evidence should be retained and stored).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use reverse side if additional space is needed to describe evidence supporting reasonable suspicion.)

9. Employee Statement:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. Witness Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Original to Human Resources Department  
Copy to Company representative making the report  
Copy to employee  
Copy to Union

#### Indemnity Clause

The Company shall Indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Company's application or enforcement of this Memorandum of Understanding.

#### Term of Agreement

This Memorandum of Understanding shall remain in full force and effect from July 1, 2004 through and including June 30, 2007.

Signed this \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2004

The Observer & Eccentric Newspapers, Inc.

By David Karapetian

By Hugh Gallagher

By Joe Bauman

Detroit Newspaper Guild Local 34022

By LeAnne Rogers

By Louis J Mleczyk

By Tom Hoffmeyer

By Ken Abramczyk

By Jim Toth

## JOINT LABOR-MANAGEMENT COMMITTEE

The parties to this agreement recognize the value of resolving differing interpretations of the agreement as quickly as possible by discussion and decisions in the best interests of all concerned. For this reason, the Company and the Union agree to use a Joint-Management (“Committee”) to resolve as many of their differences as

are referred to Committee in accordance with the procedures of this Article, which are:

9. Either the Company or the Union may recommend use of a Committee to resolve any matter, although both parties must agree to its use in each, separate instance. The process described in this Article may be used either instead of, prior to, or following a grievance filed under the Grievance Procedure of the agreement. Should either party choose not to use a Committee, the provisions of the Article covering Grievance Procedure may be used.

2. The procedure for forming a Committee shall be as follows:

9. Within 14 (fourteen) calendar days after the occurrence of a matter to be reviewed, or within 14 (fourteen) calendar days after the occurrence of the matter became known or reasonably could have been known by a party representative, the party desiring formation of a Committee must present the other party with a written statement of the matter, together with its recommendation that a Committee be formed to resolve the matter. Upon receipt of a recommendation to form a Committee, the other party must respond in writing within 7 (seven) calendar days. If the parties do not agree to form a Committee, no Committee shall be formed to review the matter.
9. A Committee shall be comprised of one representative of the Company, one representative of the Union, and a mediator selected jointly by the Company and the Union. A different Committee will be formed to review each, separate matter brought under this Article. Persons serving on a Committee may change with each, separated matter as deemed necessary by either party, but may not be changed once a meeting of a Committee has begun on a particular matter. The mediator may be selected from either inside or outside the Company. If the parties cannot agree upon the selection of a mediator, a Committee will not be formed. The cost for the mediator, if any, will be borne equally by the Company and the Union.
9. Once a Committee has been formed, a neutral site away from the workplace should be selected by the Company and the Union for the Committee session(s), unless the parties agree otherwise. Any costs of using a neutral site shall be shared equally the Company and the Union.
9. Committee meetings may be held during working hours or outside working hours, as the Company and Union shall agree upon from time to time. The Union representative on the Committee shall be allowed time off without loss of pay during his/her scheduled working hours for the purpose of attending Committee meetings at which his/her presence is required.

5. The role of the mediator shall be to serve as facilitator of the review process and to make recommendations to help bring the parties to agreement. The mediator will suggest, and the Company and Union must agree to,

ground rules that promote open and productive communications. These may include such things as the order of presentation of facts and summaries, a timetable for reaching a decision, refraining from interruption of each other and from other unacceptable conduct. The Company and the Union will be given an opportunity to present, without interruption, the facts of the situation from their, respective points of view. Witnesses, including Committee members, may be called to lend additional information to aid a Committee's review.

6. A Committee's review of the facts should be scheduled to extend no longer than two business days, unless a longer period is agreed to by the Company and Union.

7. If desired by either party, an unsigned draft of a Committee's decision may be presented for review to advisors outside the Committee prior to signature.

8. A final written "Memorandum of Understanding" by the full Committee must be agreed to and signed by the parties and the mediator within 30 (thirty) calendar days from the date of the Committee's first discussion of the matter under review and shall be binding on the Company and the Union, otherwise the matter shall be deemed unresolved. If the parties fail to reach agreement, a grievance or arbitration may be filed in accordance with the Article covering Grievance Procedure.

9. If a matter has been taken up for review by a Committee and no agreement is reached under this Article, the Union may choose, if it wishes, to proceed to whatever stage in the Article on grievances and arbitrations which has not yet been reached, provided the Union proceeds within 14 days from the Company's written notice to the Union that no agreement can be reached in the matter.

## **O & E COMPANY POLICY & PROCEDURE**

### **Local 34022 Driving Record and Motor Vehicle Policy**

It is the Company policy that every employee in Local 34022 who drives a motor vehicle in the course of performing the duties of their position meet the requirements of this policy when driving either company owned vehicles or employee owned or leased personal vehicles in the course of company business.

An employee's motor vehicle record will be examined prior to the start of employment and at least one time in a three-year period thereafter.

All operators must have a valid driver's license at any time that they operate a motor vehicle in the course of performing the duties of their position.

#### **Personal Cars Used on Company Business**

The company does not assume any liability for bodily injuries or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with operation of his/her own car. The reimbursement to the employee for the operation of his/her car on company business includes the mileage allowance for the expense of miles driven on company business.

The company's insurance carrier requirements specify that, as an employee of the Company, minimum liability limit requirements of 100/300/50 must be carried on the vehicle(s) that are driven on all company business. This insurance standard is defined as: \$100,000 for bodily injury, \$300,000 per occurrence, and \$50,000 for property damage outside of the state. If a vehicle is leased, the state already requires that this amount of insurance be carried on the vehicle. The company does not specify and assumes no responsibility for any other coverage employee's carry on their own cars since this is a matter of individual status and preference.

If any employee drives on company business, they will be asked to provide a copy of their certificate a insurance or a copy of their insurance policy to the company on an annual basis (March 1 of each year).

#### **Accidents Involved on Company Business**

In the event of an accident-WHAT TO DO & WHAT NOT TO DO:

- Do not admit negligence or liability.
- Do not attempt settlement, regardless of how minor.
- Get name, address and phone number of injured person and witnesses if possible.
- Exchange vehicle identification, insurance company name and policy numbers with the other driver.
- Take a photograph of the scene of accident if possible.
- Call the police if injury to others is involved. The police can be called even if there are no injuries.
- Complete the accident report form provided by the company (kept in each employee's vehicle).

**Forward all information to the Human Resources Department with in 24 hours.** It is very important that the company receive timely notification of an accident that occurs on company business.

#### **Traffic Violations**

Fines for parking or moving violations are the personal responsibility of the assigned operator. The company will not condone nor excuse lack of knowledge of traffic citations that result in court summons being directed to itself as owner of the vehicle.

Please be aware that all traffic violations incurred business and non-business (personal use) hours will affect your driving status and are subject to review.

## **Preventable Accidents**

A preventable accident is defined as any accident involving any vehicle while being used on company business that results in property damage and/or personal injury, and in which the driver in question failed to exercise every **reasonable precaution** to prevent the accident.

Below are some examples of preventable accidents:

- Following too close
- Driving too fast for conditions
- Failure to observe clearances
- Failure to obey signs
- Improper turns
- Failure to observe signals from other drivers
- Failure to reduce speed
- Improper parking
- Improper passing
- Failure to yield
- Improper backing
- Failure to obey traffic signals or directions
- Exceeding the posted speed limit
- Driving while intoxicated

## **Cell Phone Use**

Researchers at the University of Toronto found that the risk of having a traffic accident while using a cell phone is the same as that while driving drunk. Their findings were published in the New England Journal of Medicine. The study shows that cell phone users were 400 to 500 times more likely to get into traffic accidents than those who do not use them. "Telephones that allowed the hands to be free did not appear to be safer than the hand-held telephones," they said.

Using a cell phone while driving leads to an increased risk of having an accident through a lack of attention to driving. Inattention is the #1 cause of vehicle accidents in America. Cell phone use is a matter of record and juries are awarding huge settlements to plaintiffs when it is proven that the defendant was using their cell phone at the time of the crash.

Our policy on cell phone use while on company business is as follows:

- Cellular/mobile phones should not be used while operating a vehicle.
- Allow voice mail to handle your calls and return them at your safe convenience.
- If you need to place or receive a call, pull off the road to a safe location.
- Ask a passenger to make or take the call.
- Inform regular callers your driving schedule, and when you will be available to talk.

Keep your hands on the wheel and your eyes and mind on the road while driving.

## **Seat Belt Use**

The company requires that all employees traveling in motor vehicles on company business wear safety belts. Documentation verifies that seat belts save lives and prevent injuries.