

AGREEMENT

between the

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW

and the

NEWSPAPER GUILD/COMMUNICATIONS WORKERS OF AMERICA LOCAL
34022

This agreement is made this **5th** day of **April**, 2004, between the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, hereinafter known as the UAW, and the **TNG/CWA Local 34022**, hereinafter known as the Guild, for itself and on behalf of all editorial, public relations, broadcast and communications employees of the UAW in the Public Relations and Publications Department.

ARTICLE I – GUILD SHOP

1. The UAW shall require as a condition of employment of any employee, that s/he be and remain a member of the Guild in good standing during the term of his/her employment. If any employee be not a Guild member at the time of signing of this Agreement or at the time of his/her acceptance of employment, s/he shall become a member of the Guild within thirty (30) days of the date of signature of this Agreement or within thirty (30) days of his/her becoming an employee of the UAW.
2. The Guild agrees that it will admit membership and retain in membership any employee, subject to the constitution of **THE NEWSPAPER GUILD/COMMUNICATIONS WORKERS OF AMERICA** and the bylaws of the Guild. There shall be no interference or attempt to interfere with the operations of the Guild.

The kind of work that either is normally, or presently, performed in the Public Relations Department covered by this contract and/or additional work assigned to be performed within the said Unit, is recognized as the jurisdiction of the Guild and performance of such work shall be assigned to employees within the Guild's jurisdiction.

ARTICLE II – CHECKOFF

1. Upon an employee's voluntary written assignment, the UAW shall deduct from the earnings of such employee and pay to the Guild not later than the 15th day of each month, all membership dues levied by the Guild for the current month. Such membership dues shall be deducted from the employee's earnings in accordance with a schedule furnished to the UAW by the Guild on the first day of each month. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
2. The checkoff assignments shall be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO CHECKOFF GUILD MEMMBERSHIP DUES

To: UAW

I hereby assign to the Newspaper Guild of Detroit, and authorize you to deduct from any 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.

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 not later than the fifteenth (15th) day of the month.

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 below 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 collective 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 for 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.

Date: _____

Employee's Signature

ARTICLE III – MINIMUM SALARIES

1. The following minimum salaries shall be in effect as of the first pay period of **March 2004**:

Starting Rate: \$90,407.18

Going Rate: \$91,907.18

Increases from the starting rate to the going rate shall be in six (6) equal increments over a period not to exceed forty-eight (48) weeks.

2. Any increase applied to staff covered by the Staff Council Agreement will also be applied to the salaries of staff covered by this (Guild-UAW) Agreement.
3. Salaries will be adjusted quarterly in accordance with the same formula which applies to the Staff council.
4. There shall be no reduction in salaries during the life of this Agreement **except as provided for in cost of living (COLA) adjustments.**
5. Any employee whose salary under the previous Agreement was in excess of the then existing base rate shall continue to be paid based on his/her specific job a differential whose dollar amount is essentially equal to the previous differential. (The actual dollar amount for the differential will fluctuate due to percentage salary increases.)

ARTICLE IV – HOURS AND OVERTIME

1. Normal hours of the UAW Public Relations and Publications Department are 8 a.m. to 4 p.m., Monday through Friday. However, the staff of the UAW Public Relations and Publications Department are paid annual salaries.
2. Work schedules are determined by the work assigned by the director of the department without restrictions of hours. When assignments involve excessive late night hours and/or weekends, staff persons will be granted reasonable recuperation time by the director upon request.

3. The salaries and work schedules of the UAW Public Relations and Publications Department staff are consistent with the UAW staff.

Nothing in this language changes the past practice of work schedules of this department.

ARTICLE V – HOLIDAYS

The holidays will be the same as those provided under the UAW-General Motors Agreement. Time off for voting shall be granted on election days whenever necessary.

An employee whose regular day off falls on a holiday, or whose vacation time includes a holiday, shall receive an additional day off at another date. Employees required to work on holidays listed in Section 1 of this Article shall receive compensatory time off.

ARTICLE VI – PENSION PLANS

1. The International UAW Staff Supplemental Retirement Income plan, effective July 1, 1962, and the International UAW Staff Pension Plan, as amended, shall be applicable to the employees covered by this Agreement, subject to the following provisions with respect to the International UAW Staff Pension Plan.
2. Arbitration machinery will be set up to handle any disputes regarding the application of the Staff Pension Plan and the Staff Supplemental Income Plan.
3. Any special bonuses provided to retirees or their surviving spouses covered by the UAW Staff Pension and Staff Supplemental Income plan will also be provided to retirees in the Guild or their surviving spouses. The Cost-of Living monies diverted in 1980 for the purpose of initiating this type of benefit will continue to be diverted.

ARTICLE – VACATIONS

1. Employees shall receive an annual vacation with full pay at the rate of four (4) weeks after one (1) year's service and five (5) weeks after fifteen (15) years service, computed to January 1 of each year, effective with vacation for 1981 earned in 1980. Employees with less than one (1) year's service will receive vacation on the basis of a prorated schedule.
2. Upon termination of employment, an employee shall receive accrued vacation pay.
3. An employee qualifying for a vacation of four (4) weeks may defer two (2) weeks each year up to a total of fifteen (15) weeks. The accumulated vacation may be taken consecutively with a regular vacation.
4. A bonus of \$75 in addition to vacation pay will be paid for each week of vacation earned during the period of this contract and for each week of vacation banked under the 1966 entitlement and thereafter.
5. Employees required to work during the Christmas holidays, in the period between Christmas through New Year's Day, will receive compensatory time off.
6. **The department director shall respond to all written vacation requests within 10 business days.**
7. **The staff vacation schedule shall be posted in the department.**

ARTICLE VIII – SICK LEAVE AND INSURANCE

1. The prevailing sick leave policy and insurance benefits covering International Representatives shall be applied to Guild members covered by this Agreement.
2. Said insurance coverages and benefits provided by the UAW at its expense to Guild members and their eligible dependents and survivors shall include, but not be limited to, life, AD&D, bridge, transition, travel, automobile, hospital-surgical-medical-drug, prescription drug, major medical, dental, vision, hearing aid and certain diagnostic and annual physical examinations.
3. Insurance benefits (hospital, surgical, medical and prescription drugs) will be continued for a period of one (1) year for a staff person who is placed on layoff, who does not have the opportunity to return to her/his prior place of employment, or is not covered by insurance through another employer.

ARTICLE IX – GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the UAW or its authorized agent any matter arising from the application of this Agreement or affecting the relations between the employees and the UAW.
2. The UAW agrees to meet with the committee within five (5) working days after written request for such meeting. Efforts to adjust grievances shall be made on company time.
3. Any grievance relating to the contract which has not been satisfactorily settled within thirty (30) days of its first consideration, shall be submitted to final and binding arbitration with the exception that renewal of this contract is not an arbitrable matter. An impartial arbitrator shall be mutually agreed to within five (5) working days by the designated representatives of the Union and the designated official of the UAW. In the event mutual agreement on an arbitrator cannot be reached within the above period, the Union will ask the American Arbitration Association to submit a list of five (5) qualified arbitrators. The UAW and the Guild will each have the right to strike two (2) names from the list and the remaining name must be accepted as the arbitrator by both parties. Fees and reasonable expenses shall be shared equally between the UAW and the Newspaper Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without the express consent of both. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor to change any wage structure or jurisdictional boundaries.

ARTICLE X – SECURITY

1. In the event it becomes necessary to reduce the work force, employees covered by this Agreement having forty-five (45) or more working days of service will be notified in writing at least sixty (60) days in advance of the effective date of the layoff and will be given the reason for the layoff, except in those unusual situations requiring immediate action. Employees having forty-five (45) or more working days of service who are dismissed for just or sufficient cause shall be notified in writing two (2) weeks in advance of the

effective date of the dismissal. A copy of the notice of layoff will be given to the Guild chairperson.

2. In the event an employee is discharged for gross misconduct, the employee may be terminated immediately without notice. Discharges for cause or gross misconduct shall be subject to review under the provisions of the grievance procedure.
3. It shall be the prerogative of the UAW to determine the size of the staff.
4. In the event of a layoff, the UAW will give due consideration to the general competency, qualifications and ability to do the work assigned and the length of service of any employee who is laid off. It is understood that for the purpose of this paragraph, first consideration is to be given to the factor of length of service. Whenever the Guild disputes the UAW's application of this paragraph, the Guild shall have the right to invoke the grievance procedure of this contract.
5. When an employee is laid off, he or she shall be placed on a rehiring list for two years, or for a period equal to the employee's seniority, whichever is the greater. Such employee shall be recalled to future openings in the Public Relations and Publications Department in seniority order, provided he or she has the necessary qualifications and experience to fill the opening. The UAW will maintain a rehiring list of Public Relations and Publications Department employees.
6. The UAW shall supply to the Guild the names of those persons who are placed on the rehiring list with the date of their layoff, and the UAW shall notify the Guild when such persons are hired from such list.
7. The UAW may hire employees for temporary and specific assignments. The UAW shall have the right to terminate the employment of workers in these categories without prior notice or other considerations granted regular employees covered by this Agreement.
8. There shall be no dismissals as a result of putting this Agreement into effect.
9. In the event it becomes necessary to reduce the work force, for a temporary or a long-term period, no full-time employee covered by this Agreement shall be laid off before all interns, part-time or temporary employees of the department are laid off.

ARTICLE XI – EXPENSES AND EQUIPMENT

1. The UAW shall pay all legitimate expenses incurred by the employees in the service of the UAW.
2. Necessary working equipment shall be provided to employees and paid for by the UAW.

ARTICLE XII – MILITARY SERVICE

1. Any employee who, since January 1, 1950, has left the employment of the UAW to enter any kind of service, military or otherwise, of the United States or Canadian government, or who is required to enter such service hereafter, shall be considered an employee on

leave of absence, and on release from such service, shall resume his/her position or a comparable one with a salary no less than what s/he would have received if his/her service with the UAW has been continuous.

2. Time spent in such service shall be considered service time with the UAW in computing severance pay, experience rating, length of service, compensation, length of vacation, and all other benefits which depend in whole or in part upon the length of continuous service with the UAW.
3. If an employee, upon return from such service is found to be physically incapacitated to the extent that s/he is unable to resume his/her former employment, the UAW shall make all efforts to place him or her in other acceptable employment and shall consult with the Guild thereon. If such other employment is not found, the employee shall receive his/her severance pay. If an employee dies while in such service, the amount of severance pay shall be paid to his/her beneficiary or estate.
4. Application for resumption of employment must be made within ninety (90) days after termination of such service, plus travel time from separation center to place of employment.
5. An employee promoted to take the place of one entering such service may, upon resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. An employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating to which s/he is classified. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which s/he has already been engaged in such new classification.
6. An employee, hired as a replacement for one entering such service shall be covered by all provisions of this Agreement except by this military service clause, and except that such employee, on entering such service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro-rata vacation pay.
7. An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering such service.
8. Leaves of absence, without pay, shall be granted to employees for service with the National Guard and the Army, Navy, Marines, Air Force or Coast Guard Reserve, or the equivalent services in Canada. Leaves of absence, with pay, shall be granted for such service, provided it does not exceed two (2) weeks per year.

ARTICLE XIII – LEAVES OF ABSENCE

1. Upon request, the UAW shall grant employees leaves of absence without pay for good and sufficient cause including but not necessarily limited to:
 - a) Staff and other official services with THE NEWSPAPER GUILD or The Newspaper Guild Local.
 - b) Election of employees as delegates to conventions or special meetings of any of the above-mentioned organizations.
 - c) Election or appointment to governmental positions.
 - d) Service in the Peace Corps on the same basis as they are presently provided for UAW members in General Motors.

Such leave shall be renewed by mutual consent on request of the employee, said request to be filed no later than sixty (60) days prior to the date the leave is scheduled to expire. The employee will be reinstated in the same or comparable position on expiration of such leave.

2. Leaves of absence granted under this section shall not constitute breaks in continuity of service, nor be construed as service time for purposes of computing severance pay or any other purpose. There shall be such deduction from severance pay for time spent on leave for military service.
3. If an employee takes a leave of absence at the request of the UAW, the employee shall not suffer any loss in combined salary and benefits. Such leave shall not constitute a break in service.

ARTICLE XIV – INFORMATION

1. The UAW shall supply the Guild, on request, with a list containing the following information for all employees on the payroll:
 - a) Name and address
 - b) Date of hiring
 - c) Classification
 - d) Experience rating and experience anniversary
 - e) Salary
2. The UAW shall notify the Guild in writing of:
 - a) Changes in classifications, any salary changes by reason thereof, and effective date.
 - b) Resignations, retirements, deaths and any other revisions of the date listed in Section 1 and effective dates.

3. Within one (1) week after the hiring of a new employee, the UAW shall furnish the Guild in writing with the date specified in Section 1 and for each such new employee.

ARTICLE XV – TRANSFERS AND PROMOTIONS

1. Transfers

- a) No employee shall be transferred by the UAW to another enterprise in the same city, or to work in another city whether in the same enterprise or in other enterprises conducted by the UAW, or its subsidiaries, without the employee's consent and payment of all transportation and other moving expenses of the employee and family. There shall be no reduction in salary or impairment of benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.
 - b) In the case of transfers from one department to another within the same city, the Guild and the individual to be transferred shall be notified at least two (2) weeks in advance of such contemplated transfer. Should, in the opinion of the individual slated for transfer, an inequity arise were the transfer to be carried out, or should the individual be unwilling to accept such transfer, s/he may ask the Guild to discuss the matter with the UAW under paragraphs 1 and 2 of Article IX.
 - c) There shall be no disciplinary transfers.
3. If the UAW finds it necessary to fill vacancies, to transfer employees, to require additional employees or to make promotions, it shall notify the Guild in writing of such opportunities, describing the skill requirements and duties of the available Guild position, at least two (2) weeks in advance of filling such available Guild position. Employees covered by this Agreement may submit a request to be considered for the available Guild position within the two (2) week period to their department head. The UAW is not restricted to fill any available Guild positions from the present employees, but may fill available Guild positions from any available source it may desire. If the International Union, UAW decides to fill the available Guild position from current employees, the selection of the employees to prevail in the bid shall be based on general competency, qualifications and ability to do the work assigned and the length of service of the employee. For the purpose of this paragraph, first consideration is to be given to the factor of length of service. Unless otherwise agreed upon, no job within the meaning of this paragraph will be filled until the procedure described in this paragraph has been enacted.

ARTICLE XVI – INTERNS

1. Interns may be employed within the jurisdiction of the Guild for a period of up to six (6) consecutive months within a one-year period. Upon request of the Public Relations Department director, such term can be extended an additional six months subject to Guild approval.
2. Effective the first pay period of **March 2004**, the salary for an intern will be **\$577.50** per week. Effective the first pay period in **March 2005**, the salary for an intern will be **\$595.00**

per week. Effective with the first pay period in **March 2006**, the salary for an intern will be **\$612.50** per week. Effective the first pay period in **March 2007**, the salary for an intern will be **\$630.00**.

Interns whose employment has been extended shall receive an additional \$60.00 per week effective the first pay period in January 2004. Interns whose employment has been extended shall receive an additional **\$65.00** per week effective the first pay period in January 2005. Interns whose employment has been extended shall receive an additional **\$75.00** per week effective the first pay period in **March 2007**.

The provisions of Article II will apply to interns.

3. The UAW will provide hospital-surgical-medical-prescription drug, vision, dental, life and accidental death and dismemberment insurance coverage, at the level of such insurance provided for office staff, to each intern for the course of his/her employment.

Upon request interns will be provided with work glasses on the same basis as they are provided for clerical and staff personnel.

Paid holidays as defined under Article V will be provided as they may occur in the employment of an intern.

Mileage allowance at the rate of twenty-eight cents per mile, **or any adjusted rate as authorized by the International Executive Board**, will be paid for those miles an intern is requested to drive on UAW business.

Established out-of-town expense allowance shall be paid to an intern assigned by the UAW to work out of town.

4. On the effective date of this Agreement, an intern whose employment is extended to one (1) year will be paid two (2) weeks vacation benefits at the end of the one (1) year period.

ARTICLE – MISCELLANEOUS

1. **The Guild certification mark “bug” shall be on print, video and Web-based materials produced by the UAW Public Relations and Publications Department.**
2. Bylines: An employee’s byline in printed matter of his/her name in broadcasting shall not be used over his/her protest.
3. Bulletin Boards: If requested, the UAW agrees to provide bulletin boards suitably placed in all departments for the use of the Guild.
4. Outside Activity: Employees of the UAW shall be free to engage in any activities outside of working hours provided such activities do not consist of service performed for publications in direct competition with the UAW, and provided further that without permission no employee shall exploit his/her connection with the UAW in the course of such activities.

5. Struck Work: Employees shall not be required to handle struck work destined for struck departments or shops, nor shall they be required to cross picket lines.
6. Non-Discrimination: The UAW will continue its policy of non-discrimination among employees in regard to race, color, creed, national origin, sex, age, political beliefs, union activities, handicap status, marital status or sexual orientation.
7. Any wage and fringe benefit improvements applied to an International Representative during the life of this Agreement will also be applied to the staff covered by this Agreement.
8. Privilege Against Disclosure and Authentication:
 - a) An employee may refuse to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of their sources, in connection with any story s/he is directed to write or investigation they are directed to make, or in performing and carrying out the duties of the assignment, except to the UAW which may not in the employee's stead give up or disclose such information or material. An employee may also refuse to authenticate any published material except to the UAW.
 - b) The UAW shall notify the employee concerned of any demand on the UAW for such surrender, disclosure or authentication.
 - c) If the employee is proceeded against under law on account of his/her refusal to surrender or disclose or authenticate, the UAW shall move to join as a party to such proceeding, and shall provide legal counsel to the employee, and shall indemnify the employee against any loss of earnings from employment by the UAW as a result of their refusal to surrender or disclose or authenticate.

ARTICLE XVIII – DURATION AND RENEWAL

This Agreement shall commence on the **5th** day of **April 2004**, and expire on **March 12, 2008**.

Within sixty (60) days prior to the termination of this Agreement, the UAW or the Guild may initiate negotiations for a new Agreement to take effect on March 13, 2008. The terms and conditions of this Agreement shall remain in effect during such negotiations but can be terminated by either party by giving a fifteen (15) day notice after the expiration date of the contract. If such negotiations do not result in a new contract prior to March 13, 2008, the new contract shall be made retroactive to March 13, 2008.

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW

Newspaper Guild of Detroit

Ron Gettelfinger

Louis Mieczko

Bill Stevenson

Jennifer John

Paul Krell

Gwynne Irvin

Judy Harden

Vince Piscopo

LETTER OF UNDERSTANDING

To: The Newspaper Guild of Detroit

The UAW agrees to discuss the request of any Guild member concerning a leave of absence with the member and the Guild Representative.

**NEW
LETTER OF UNDERSTANDING**

To: TNG/CWA Local 34022

Vacation Shutdown

The UAW affirms that the July shutdown week will apply to interns on the same basis as staff.

Holiday Pay

The UAW affirms that full-time interns will be entitled to the paid holiday schedule on the same basis.

Ron Gettlefinger

Concurrence:

Jennifer John

LETTER OF UNDERSTANDING

To: The Newspaper Guild of Detroit

July 1, 2000

Re: Rates and Classifications

During recent negotiations between the International Union UAW and TNG/CWA Local 22 of the Detroit Newspaper Guild (Guild), the Guild expressed concerns that certain jobs being performed by Guild members contained content of knowledge and skills requirements that should establish a higher rate of pay thus a different classification.

As a result of these discussions it was agreed that the Guild would prepare and present, in detail, specific jobs in question to the President and Secretary-Treasurer for final determination and disposition on each request.

Stephen P. Yokich

Concurrence:

Michael Funke

LETTER OF UNDERSTANDING

To: The Newspaper Guild of Detroit

July 1, 2000

Re: Assistant Director recognized as an included unit employee

During recent negotiations between the International Union, UAW and TNG/CWA Local 22 of the Detroit Newspaper Guild (Guild), there was much discussion concerning the Assistant Director of the UAW's Public Relations and Publications Department being recognized as an included unit employee. It was established that all other UAW departments recognize the Assistant Director as an excluded employee. The Guild established that historically the Assistant Director has been an included employee. The Guild further expressed concerns of their unit eroding and management further completing tasks included members performed.

As a result of these discussions it was agreed that the current Assistant Director will remain an included employee until such time he leaves the classification for any reason. If at the time of such attrition, the number of Guild unit members is at least equal to the nine (9) Guild unit members on roll on the effective date of this Agreement, unless unavoidable attrition within the unit takes place, all future Assistant Directors of the UAW's Public Relations and Publications Department will be considered excluded employees.

Deviations from this agreement may only be made by mutual agreement of the parties.

Stephen P. Yokich

Concurrence:

Michael Funke

**NEW
LETTER OF UNDERSTANDING**

March 26, 2004

To: TNG/CWA Local 34022

During recent negotiations between the International Union, UAW and TNG/CWA Local 34022 (the Guild), the Guild raised several job security issues. These issues were thoroughly discussed and the parties mutually recognized that it is the International Union's desire to fully utilize its employees who are members of the Guild. In order to achieve this mutual goal, it was further agreed to continue upgrading employee's skills through training and cross-training programs.

The UAW agreed to continue to review any work that is performed by outside entities in an attempt to achieve efficient and cost-effective operations and to fully utilize the Public Relations and Publications staff.

Ron Gettlefinger

Concurrence:

Jennifer John

**NEW
LETTER OF UNDERSTANDING**

To: TNG/CWA Local 34022

March 26, 2004

Re: New Equipment & Technology

During these negotiations, the UAW and TNG/CWA Local 34022 (Guild) discussed the periodic need to update and/or acquire new equipment or technology to keep pace with advances in communications technology. The UAW agreed to provide Guild members with the necessary equipment and technology, such as photographic equipment and computer software, in a timely manner, to enable Guild members to perform their work assignments in a professional and cost-efficient manner.

Ron Gettlefiner

Concurrence:

Jennifer John