

AGREEMENT

Between

THE DETROIT NEWS

and

NEWSPAPER GUILD OF DETROIT
LOCAL NO. 34022

ARTICLE I - Preamble

This Agreement made effective February 24, 2016, by and between The Detroit News, a division of Media News Group, Inc. hereinafter known as the "Employer", and The Newspaper Guild of Detroit acting for and on behalf of itself and on behalf of The Detroit News Editorial Department employees specified in Article II herein.

ARTICLE II - Recognition

The Employer recognizes the Guild as the exclusive collective bargaining agent with respect to wages, hours and conditions of employment for all employees employed in the Editorial Department of The Detroit News, excluding guards, supervisors and confidential employees as defined under the Act, employees in The Detroit News Washington, D.C. Bureau and employees in other departments pursuant to certification issued by the National Labor Relations Board in Case No. 7-RC-12494.

ARTICLE III - Jurisdiction

The jurisdiction of the Guild is defined as the work presently performed within the bargaining unit described in N.L.R.B. Certification 7-RC-12494, except that individuals not included in the bargaining unit may perform bargaining unit work. Employees assigned to perform tasks outside their customary duties will be given reasonable training including performance standards applicable to such tasks.

ARTICLE IV - Union Membership

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

by the affected employee. Check off shall cease with the expiration of the Collective Bargaining Agreement.

ARTICLE V - Non-Discrimination

1. The Employer and the Guild agree that the terms of this agreement shall be applied without discrimination because of race, , color, religion, , sex, national origin, age, height, weight, veteran or marital status, physical or mental disability, union status or any other protected classification as required by Federal or State Law. Nothing herein shall be construed to limit an employee's right to pursue administrative and legal remedies.

ARTICLE VI - Information to the Guild

1. Within fourteen (14) days after a new employee is hired, the Employer will notify the Guild of the employee's name, address, date of birth, hire date, classification, experience rating, employee number, race and sex.

Social security numbers will be provided upon request to the Guild as necessary for the administration of benefits such as pensions or retiree insurance and for fulfilling representational responsibilities.

2. The Employer shall notify the Guild within fourteen (14) days of terminations, retirements, deaths or salary or classification changes.

ARTICLE VII - Seniority - Job Security

1. No employee may be dismissed except for just and sufficient cause or to reduce the force. Just and sufficient cause may be interpreted to include repeated offenses against which the employee has been adequately warned. Copies of written disciplinary action will be given to the Guild.
2. An employee shall be probationary for ninety (90) days. The probationary period may be extended for up to ninety (90) days upon mutual agreement between the Employer and the Union. Thereafter, an employee shall be considered to have seniority dating back to the most recent date of hire and, if a seniority employee is terminated for just and sufficient cause, such termination shall be subject to review in the grievance procedure.
3. Seniority is defined as length of continuous service with the Employer and shall entitle employees to those benefits expressly enumerated in this Agreement. An employee who leaves the bargaining unit after June 17, 1984, shall have his or her seniority frozen, for purposes of layoff and recall only, as of the date of leaving the bargaining unit. If that employee returns to the bargaining unit,

seniority shall resume upon the date of return to the bargaining unit.

4. Employment shall be deemed continuous unless:
 - (a) An employee resigns,
 - (b) An employee retires,
 - (c) An employee is dismissed for just cause,
 - (d) An employee refuses to accept a recall to the classification from which the employee was dismissed,
 - (e) An employee remains dismissed for a period of time equal to the employee's seniority at the time of dismissal, up to a maximum of eighteen (18) months.
5. Upon dismissal an employee making written request within five (5) calendar days shall receive a written statement of the cause of discharge.
6. Dismissal to reduce the force and discharges made during the first ninety (90) days of employment shall not be subject to review by the Joint Standing Committee.
7. The Employer agrees not to have or enter into any agreement with any other publisher or employer not to offer or give employment to employees of the Employer covered by this Agreement.
8. Dismissals to reduce the workforce shall be made in inverse order of bargaining unit seniority from among the employees within the classification or classifications involved. Such employees shall be placed on a rehiring list and, if vacancies occur, shall be given opportunity to report for work in order of seniority before new employees are hired.
 - (a) An employee who is laid off shall have the privilege of replacing the least senior employee in any classification in which the laid off employee previously worked or is competent to perform the job. For purposes of this clause, a part-time employee who was previously employed full time may replace the least senior employee in any classification in which the employee worked full time. For this purpose only, full-time service will count.
 - (b) In the event of a layoff, the publisher may exempt two (2) part-time employees and seven (7) full-time employees from layoff during the term of this agreement.
9. For the purpose of layoff and recall only:

- (a) Subject to the exemptions in paragraph 9 (b) above, in the event of lay off, no part-time employees may be employed in the affected classifications where such employment would eliminate a regular full-time employee.
 - (b) Full-time employees shall have a seniority date from the first day of employment in the bargaining unit as a full-time employee.
 - (c) Part-time employees shall have a seniority date from the first day of employment in the bargaining unit as a part-time employee. A part-time employee who subsequently becomes a full-time employee shall establish a seniority date as outlined in (b) above.
10. Employees who are recalled to the classification from which they were laid off will be reinstated at their salary at the time of layoff plus any general wage increases which may have become effective in the interim.

ARTICLE VIII- Grievance Procedure

- 1. A grievance shall be defined as an alleged violation of the terms of this Agreement
- 2. A grievance shall be submitted only by a written notice setting forth the facts giving rise to the grievance, the grounds for the complaint and the relief requested.
- 3. In order to be timely, a grievance must be submitted within fourteen (14) calendar days following the date on which an aggrieved employee, the Company or the Guild knew or reasonably could have known of its occurrence.
- 4. The Joint Standing Committee shall consist of not more than three (3) members appointed by the Guild and three (3) members appointed by the Employer and shall meet within ten (10) calendar days following receipt of a timely written appeal. If the Joint Standing Committee is unable to resolve a grievance, either party may, within thirty (30) calendar days thereafter, appeal the grievance to arbitration. Grievances not appealed to arbitration within such thirty (30) calendar days shall be considered settled based upon the Employer's answer in the Joint Standing Committee.
- 5. Any of the time limits specified in this Article may be extended by mutual agreement in writing.
- 6. Upon mutual agreement, the parties will meet and consider such steps as may be appropriate to expedite the arbitration of a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance

of hearing, requesting bench decisions or taking such other steps as they may find acceptable for the grievance in question.

7. Unless the parties agree otherwise, the arbitrator to decide a grievance shall be selected from the following panel: Benjamin Kerner, Joseph Girolamo or Barry Goldman.
8. The arbitrator shall not have power to alter, amend, modify, add to or subtract from any provisions of this Agreement. The Company and the Union shall be bound by the rules of the American Arbitration Association.
9. The fees and expenses of the arbitrator and the rental, if any, of the quarters in which the arbitration hearing is held shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Guild; all other expenses of arbitration, including those of witnesses or representatives of the parties, shall be paid by the party incurring them.
10. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right to access to the record.

ARTICLE IX - Leaves of Absence

1. By agreement with the Employer, employees may be granted leaves of absence. Leaves of absence under this Article shall not constitute breaks in continuity of service, but time spent on such leaves in excess of thirty (30) consecutive calendar days shall not be considered service time for accruing benefits, and employees' seniority shall be adjusted according to the time spent on leave of absence in excess of thirty (30) consecutive calendar days. Employees shall be reinstated in the same or a comparable position and at the same salary plus any general wage increases which may have become effective in the interim upon expiration of all such leaves. Notwithstanding anything to the contrary in this subsection, if in the judgment of the Publisher an employee's leave of absence is for professional growth, the employee shall continue to accrue benefits for the duration of the leave. Where required, The Detroit News will make the appropriate contributions to benefit plans in order to provide this benefit.
2. The Employer will, upon advance written request, grant union business leaves for up to two (2) employees at any one time. One (1) additional union business leave for a maximum of three (3) will be granted in the event a member of the bargaining unit is appointed or elected to full-time local or international position in the Guild. Additional leaves for union business may be granted at the discretion of the Employer.

Insofar as practical, the Employer will arrange days off for employees elected to local Guild offices, so that they may attend Guild meetings.

3. Any employee with six (6) months' service with the Employer, upon the death of a member of his or her immediate family, shall receive a three (3) day leave with pay for days when otherwise scheduled to work. The employee shall designate when such leave shall start.

The immediate family shall consist of father, mother, spouse, children, sister, brother, step-children, step-parents, grandparents, grandchildren, father-in-law and mother-in-law.

4. (a) Any full-time employee subject to induction and who volunteers for or is inducted into the services of the armed forces of the United States or its military auxiliaries and who, at the termination of such service is discharged honorably or otherwise honorably released, and makes application for re-employment within ninety (90) days after release from such service, shall be restored to his or her former position or to a position of like seniority, status and pay and with accumulated severance rating, if he or she is still qualified to perform the duties of such position, unless the Employer's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee is not qualified to perform the duties of his or her former position, he or she shall be given such other position as may be available and which he or she is capable of performing and shall be paid the established wage for such position. The severance rating of such employee may not be impaired by reason of his or her absence in military service or disabilities resulting from such service.
 - (b) Employees on military leave shall be considered as having been on leave of absence during such period of service and shall be entitled to participate in all benefits offered by the Employer pursuant to established rules with the Employer at the time the employee entered military service.
 - (c) This clause shall not require the Employer to restore a position which may have been terminated.
5. Sick Pay – Active regular, full-time or part-time employees (scheduled to work 28 hours each week) are eligible to receive sick pay when absent from work due to illness or injury or to care for ill or injured dependents (spouse, child, parent).
 - (a) If an employee is going to be absent, his/her manager should be advised by telephone as far in advance of the employee's starting time as

possible to explain the reason for the absence and expected return to work.

(b) From the date of employment until December 31 of the same year, employees accrue one day of sick leave for every 20 days of work, up to maximum of seven (7) days for the year. Beginning the first January 1 employees are employed, they are eligible for seven (7) days of sick leave to be used over the course of that calendar year.

(c) Unused sick leave does not carry over from one year to the next. If an employee leaves the Company, he/she will not be paid for any unused sick leave.

(d) Employees will be paid 100% of the base salary for up to seven (7) sick days each calendar year. This is intended for occasional and emergency personal and dependent illnesses. Absences exceeding five consecutive working days are covered under the Short Term Disability program.

6. Short Term Disability – Regular, full-time employees and benefit eligible part-time employees who are absent from work for more than five continuous days due to an illness or injury that prevents them from working may be eligible to receive Short Term Disability (STD) benefits.

(a) STD benefits are provided in the form of salary continuation based on an employee's length of service for a period of up to 25 weeks during any 12-month period. Accrued sick days and/or vacation days must be used to cover the days absent during the waiting period of five working days. If accrued sick days or vacation days have already been taken or scheduled, the absence during the waiting period will not be paid.

(b) Claims for short-term disability payments will be submitted by the employee to a third party administrator selected by the employer using designated forms. The plan administrator will review eligibility and medical necessity as substantiated by the employee's physician and provide a determination to the employer on sick leave payments. Payments will be according to the following schedule based on length of service and available paid short-term disability time.

Length of Service	Weeks payable at 100% of weekly pay	Weeks payable at 60% of weekly pay
Less than 1 year	Not available	Not available
1 – 5 years	0	25
6 – 10 years	5	20

11 – 15 years	10	15
16 – 19 years	15	10
20+ years	25	0

(c) The employer will not be part of the review process in determining medical necessity for sick leave. In situations where the employee does not agree with the determination of the third party administrator, he or she may follow the formal appeal process outlined by that plan administrator. The Company, at some point in the future, may become self-insured for these benefits.

(d) In the event that an employee is absent from work for two or more unrelated illnesses or injuries during the same 12-month period and have not exhausted the 25 weeks of STD benefits, the employee must complete another waiting period of five continuous working days of absence before STD benefits will commence. For a related illness, the five-working day period is waived.

(e) When the employee is released to return to work from a medical leave, he/she must notify their supervisor and provide a written recommendation from the employee’s physician of their eligibility to return to work with or without restriction. Human Resources must be notified prior to return to work if restrictions are required.

(f) The company cannot guarantee any position to employees who are absent for longer than 12 weeks in any 12-month period due to Family and Medical Leaves, Short Term Disability leaves or any other leaves. The placement of an employee at the end of such extended leaves will be subject to the length of the leave, the nature of the employee’s job, business conditions, staffing needs and the availability of openings for which the employee is qualified as determined by the company. If the employee’s position is no longer open, efforts will be made to provide an appropriate alternative position before a reduction in the work force becomes necessary.

(g) Employees working a scheduled four-day work week shall receive sick leave with full pay on a pro-rata basis as to a person on a five-day schedule, within each calendar year provided such employee complies with the above requirements.

ARTICLE X - Hours of Work and Overtime

1. (a) All regular full-time employees shall work five (5) days (or nights), each day (or night) consisting of seven and one-half (7-1/2) hours exclusive of

meal periods. Time and one-half (1-1/2) shall be paid for all authorized overtime worked in excess of seven and one-half (7-1/2) hours in any one shift or in excess of thirty-seven and one-half (37-1/2) hours in any one work week except that an employee who works over seven and one half (7-1/2) hours in any day or over thirty-seven and one half (37-1/2) but less than forty (40) hours in any week may, at the employee's option, accumulate such excess hours to be taken as paid leave at a time mutually agreed between the employee and his/her supervisor. Lunch periods shall be scheduled by supervisors in consultation with the affected employees. Days for which employees are compensated under the sick leave provision in Article IX, Section 3, shall be considered time worked for the purposes of determining eligibility for overtime pay.

- (b) Insofar as practical, employees shall be given two (2) weeks' notice by the Employer of changes in their schedules. No employee shall be scheduled to work a regular shift requiring his or her return to duty less than twelve (12) hours after his or her previous scheduled shift ends provided that employees may be required to return to duty 10 hours after finishing their prior shifts where necessary to meet news coverage needs.
 - (c) Reporters, columnists and cartoonists who qualify as professionals within the meaning of Federal wage and hour laws may, at their option, apply annually to be salaried and exempt from overtime. Any such employee so applying may be offered a salary. The salary offered will take into consideration the overtime, if any, that the employee has worked in the past and is anticipated to work in the future. An employee who accepts such offer shall, for the calendar year, be exempt from the requirement of overtime. At the conclusion of the calendar year the employee may opt to be reclassified as non-exempt with an appropriate adjustment in salary and prerequisites.
2. (a) The parties agree that, on a trial basis, the Publisher may schedule 4-day work weeks for page designers, digital editors, wire editors and copy editors. Two weeks' advance notice shall be given to change from a 5-day schedule to a 4-day schedule or *vice versa*. In the event that not all employees in these classifications are scheduled for a 4-day work week, the 4-day work week will be offered first to employees in seniority order. The Publisher and the Guild will meet to review the success of this trial no later than one year after any 4-day work week is implemented, and either party may terminate this trial after the one-year period upon giving 30 days' notice to terminate.
- (b) The regular work day for employees on the 4-day work week schedule shall consist of 9 hours and 15 minutes, exclusive of meal periods.

Employees will receive one 15 minute paid break during such shift. Time worked in excess of 9 hours and 15 minutes during a shift shall be compensated at the overtime rate.

- (c) Insofar as an employee's eligibility to receive contractual benefits is concerned, an employee who works a scheduled four (4) day work week shall be treated on the same basis as an employee working a five (5) day work week period. An employee working a scheduled four (4) day work week shall be credited with working 1.25 shifts per day for benefit purposes, except that such employee shall not be entitled to any greater benefits than an employee working five (5) day work schedule.
- (d) Employees on a 4-day work week will receive two consecutive days off and the Publisher will attempt to provide three consecutive days off.
- (e) Nothing in this Article shall prohibit the Publisher from scheduling overtime shifts as it deems necessary.

ARTICLE XI - Transfers and Promotions

1. (a) The Employer shall continue the practice of advancing employees where vacancies occur, where practicable in the judgment of the Employer, and shall consider experience and length of service with the Employer among factors in determining qualification of employees for filling vacancies. If deemed necessary by the Employer to improve efficiency or the quality of the editorial product, the Employer may transfer or promote one employee per year to a different classification, for a maximum of 12 months. At the end of the 12 month period, the employee will be returned to his/her prior assignment unless the employee agrees to continue in the position. The Employee will continue to accrue seniority in his/her prior classification during the 12 month period.
 - (b) When a vacancy arises in the Guild jurisdiction, before seeking applicants from outside The Detroit News work forces, the Employer will post a description of the opening on all Guild bulletin boards. Written applications and statements of credentials will be accepted from interested applicants in the Guild bargaining unit, and such applications timely submitted to the Publisher will receive the Employer's consideration before the position is staffed.
2. Any employee regularly engaged in more than one classification of work, except for a maximum of four (4) weeks during the vacation period, or in an emergency, or while temporarily substituting for an employee on sick leave, shall receive not less than the minimum wage for the higher classification, providing that the

employee devotes in excess of twenty percent (20%) of his or her time to work in the higher classification.

ARTICLE XII - Management

The Employer reserves the right to manage the business in all its phases and details, including but not limited to the right to assign work in accord with its requirements, to establish work schedules, to transfer employees and to take such other legitimate business action not limited by the Agreement, as it may deem necessary to improve efficiency or the quality of the editorial product. This includes but is not limited to assigning employees on a non-exclusive basis to news and information projects of any type or nature including but not limited to those involving television, radio, CD-Rom, interactive media, research services and on line.

ARTICLE XIII - No Strike - No Lock-out

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

ARTICLE XIV - New or Changed Classifications

Should the Employer create a new classification or alter an existing classification to the extent that materially greater skills and responsibilities are required, the Employer will meet with the Guild to negotiate the appropriate salary.

ARTICLE XV - Part-Time Employees

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

Part-time employees hired after April 1, 2016 who regularly work twenty-eight (28) hours per week or more will be entitled to medical and life insurance benefits and will be entitled to other benefits on a pro-rata basis. Part-time employees hired prior to April 1, 2016, will be governed by the prior agreement regarding hours regularly worked. Part-time employees currently receiving benefits under prior agreement providing that they would receive benefits while working 20 to 25 hours per week will be grandfathered.

ARTICLE XVI - Vacations

1. The parties have agreed to change from the previous accrual method for vacations in the previous collective bargaining agreement to the procedure outlined in Article XVII. Any employee who had accrued vacation in excess of two

weeks has been paid for the excess. The two weeks of extra vacation created by this change will be scheduled over the next two years in accordance with the regular procedure by which employees schedule vacation. Any employee who takes vacation during a year but then leaves the employment of the company prior to having earned the appropriate vacation entitlement will have the value of the unearned portion deducted from his/her final paycheck.

2.
 - (a) From the date of hire until the next January 1, the employee may take one day of vacation for every twenty-five (25) days worked, up to a maximum of ten (10) days. In subsequent years, vacation eligibility will be as follows:
 - (b) Employees with less than two (2) years service with the Employer as of December 31 of any year shall accrue vacation during that calendar year at the rate of one (1) day's vacation with pay for each twenty-five (25) paid working days, or major fraction thereof, provided no employee with less than three (3) years service shall accrue more than two (2) weeks' [ten (10) working days] vacation in any one (1) calendar year.
 - (c) Employees with more than three (3) years service and less than five (5) years service with the Employer as of December 31 of any calendar year shall accrue vacation during that calendar year at the rate of one (1) day's vacation with pay for each sixteen (16) paid working days, or major fraction thereof, provided no such employee shall accrue more than three (3) weeks' (fifteen (15) working days) vacation in any one (1) calendar year.
 - (d) Employees with more than five (5) years service with the Employer as of December 31 of any calendar year shall accrue one (1) day's vacation with pay for each twelve (12) working days, or major fraction thereof, provided no employee with more than five (5) years of service shall accrue more than four (4) weeks' (twenty (20) working days) vacation in any one (1) calendar year.
3. Annual paid vacations shall be based on total service with the Employer. Days spent on leave of absence of three (3) months or less shall be counted as working days for the purpose of computing vacation credits. Vacations shall be pro-rated on the basis of actual time worked for years in which a leave of more than three (3) months is taken.
4. A vacation must be completed within the calendar year in which the employee is eligible to take such vacation. Vacations shall not be cumulative from one year to the next.

5. No employee shall be required to accept a vacation at any time except between May 1 and October 31. This clause shall not be construed, however, to prohibit winter vacations by agreement between the employee and the Employer. An employee entitled to a fourth (4th) week of vacation shall receive such fourth (4th) week at a time subject to approval of the office. The Employer will endeavor to schedule such fourth (4th) week as requested by the employee.
6. In the event of termination of employment, accrued vacation shall be liquidated in cash. Any employee with more than six (6) months service, who terminates his employment, voluntarily or otherwise, shall be entitled to and receive vacation pay earned in the current calendar year, less any vacation paid for in the current calendar year.
7. For the purpose of this Article, paid working days are defined as "days for which the employee is paid excluding paid vacation time."

ARTICLE XVII - Holidays

The following day or days observed as such will be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. An additional holiday can be taken on Martin Luther King's birthday, the employee's own birthday or at such other time mutually agreed upon between the employee and his or her supervisor.

When a holiday falls on an employee's scheduled day off, the employee will be granted an additional day off within thirty (30) days after the holiday or be paid an additional day's pay at the employee's option. When a holiday falls within a vacation period, the employee will be granted an additional day of vacation, an additional day off within thirty (30) days of his or her return to work, or be paid an additional day's pay at the employee's option.

When an employee is required to work on a holiday, she or he shall be paid double time for all hours worked on the holiday.

To be eligible for holiday pay an employee must work the scheduled day before and day after the holiday unless excused by the Employer.

ARTICLE XVIII - Classifications and Wages

1. No employee shall receive less than the appropriate rate of pay set forth in the schedule below. All employees employed on February 24, 2016 shall receive a 1.5% increase. Employees shall receive an additional 1.5% raise on February 24, 2017 and a 1.0% increase on February 24, 2018.
 - (a) Single one-time bonus in the gross amount of \$700.00 to be paid to all

bargaining unit employees on active payroll on date of ratification of the 2016-2019 Agreement. Payment not later than 2nd payroll period after date of ratification. Employees may elect to take the bonus in cash, as a deposit to a Flexible Spending Account, or as a deposit to a 401(k) account to the extent permitted by law.

Years of Experience

PAY GROUP 1 JOB CLASSIFICATIONS:

REPORTER, VIDEO/PHOTOJOURNALIST, ARTIST, WEB PRODUCER:

<u>Effective Date</u>	First	Second	Third	Fourth	Fifth
2/24/2016	\$588.00	\$658.02	\$751.92	\$799.70	\$832.93
2/24/2017	\$596.82	\$667.89	\$763.20	\$811.70	\$845.42
2/24/2018	\$602.79	\$674.57	\$770.83	\$819.82	\$853.88

PAY GROUP 2 JOB CLASSIFICATIONS:

COPY EDITOR, DIGITAL EDITOR, PAGE DESIGNER:

<u>Effective Date</u>	First	Second	Third	Fourth	Fifth
2/24/2016	\$612.98	\$670.24	\$767.69	\$812.55	\$845.14
2/24/2017	\$622.17	\$680.29	\$779.20	\$824.74	\$857.81
2/24/2018	\$628.39	\$687.09	\$787.00	\$832.99	\$866.39

PAY GROUP 3 JOB CLASSIFICATIONS:

EDITORIAL ASSISTANT:

<u>Effective Date</u>	First	Second	Third
2/24/2016	\$548.94	\$580.90	\$618.08
2/24/2017	\$557.17	\$589.62	\$627.35
2/24/2018	\$562.74	\$595.51	\$633.63

PAY GROUP 4 JOB CLASSIFICATIONS:

CLERK:

<u>Effective Date</u>	First	Second	Third	Fourth
2/24/2016	\$463.06	\$475.32	\$497.01	\$514.84
2/24/2017	\$470.01	\$482.45	\$504.47	\$522.57
2/24/2018	\$474.71	\$487.28	\$509.51	\$527.79

PAY GROUP 5 JOB CLASSIFICATIONS:

STUDENT INTERN*:

<u>Effective Date</u>	First
2/24/2016	\$548.94
2/24/2017	\$557.18

2/24/2018

\$562.75

The parties agreed to remove the job classifications of wire editor, rewrite, degree librarian, photographer, picture supervisor, secretary C, TV log assistant, photo file room head, steno B, CRT coordinator, make-up editor, reference clerk, cataloguer and messenger from the above listing of job classifications because the job classifications are not filled. However, this is not intended to change the scope of the bargaining unit or work jurisdiction set forth in Articles II and III of this Agreement. If such job classifications are filled in the future, they will be added to the job classifications set forth above and placed within their previous pay group.

*Interns will be limited to twelve (12) months actual employment..

2. Temporary employees are covered by this Agreement and will be paid at the wage minimum based upon their individual experience and job classification.

Temporary employees may be hired for a period not to exceed one hundred and twenty (120) consecutive days.

Temporary employees who become permanent employees will have their actual hours worked as temporary employees credited to them for purposes of seniority.

3. In the application of the foregoing schedule of minimums, experience on the editorial schedule, shall include work on English language newspapers, news syndicates, news magazines, news photo services, city news bureaus, national news services and other comparable work.

In the application of the foregoing schedule of minimums to messengers and reference clerks, the term "experience" shall mean experience in comparable work.

4.
 - (a) Employees of the bargaining unit assigned to non-bargaining unit duties shall be paid at a differential of fifteen dollars (\$15.00) per shift spent on such assignments.
 - (b) The assignment of such duties shall be by mutual consent between the Employer and the employee.
 - (c) Bargaining unit employees receiving an assignment to perform non-bargaining unit duties shall continue to remain members of the bargaining unit fully covered by this Agreement.

- (d) The design of Page One, section cover pages, special edition pages and sections will no longer be considered non-bargaining unit work entitling employees to additional pay under Article XVIII, Section 4(a). Such work may be performed by both bargaining unit and non-bargaining unit employees.
5. To give employees tryouts for possible promotion, the Employer may transfer an employee to any position covered by this Agreement, for not more than six (6) months, provided that such employee is paid not less than the minimum for the classification to which he or she is transferred and, further, provided that in no event shall such transfer result in any reduction in pay. In the event such transferred employee is found not qualified to continue in the position for which the employee was tried, the employee may be returned to the employee's former position and status in accordance with the provisions of this Agreement. The Guild office shall be notified at the time that any employee starts a tryout under the terms of this section.
6. The right of any employee to bargain individually with The Detroit News for wages or conditions better than the minimum standards set forth in this Agreement is expressly recognized. The Detroit News agrees not to bargain with any individual for, or enter into any agreement providing either a salary or condition less than the minimum set forth herein.
7. In addition to the wages specified above, the Employer will contribute Forty-five Dollars and Thirty Cents (\$45.30) per employee per week into The Guild International Pension Plan.
8. Diversions: Within fifteen (15) days of ratification and on each of the subsequent three anniversary dates each union may elect to exercise diversions for the items below, provided the Publisher must be notified in writing sixty (60) days prior to the effective date in order to implement any diversions.

Diversions may be made for:

- Pension
- Life Insurance
- S & A
- Retiree Medical Insurance Contribution

9. Performance reviews on employees covered by this contract will be performed at least annually. One use of the performance review is to aid in the determination of whether a merit increase should be granted. A Guild member who reasonably believes that an interview in the review process might result in discipline shall have the right to have a Guild representative present during such interview. The Guild may, on behalf of a member feeling aggrieved by his or her review, file a

grievance concerning the review, including the reasonableness of standards applied to the employee, the manner in which the standards were applied and actions of the employer based on the review. Such grievances shall be arbitrable, except that the amount of a merit increase and whether one should have been granted will not be subject to arbitration.

10. Special Assignments: Employees may perform special assignments outside their normal classifications or duties. The assignment must be mutually agreed upon between the employees and their supervisors, including agreement on the assignment, budget for the number of hours to be paid, and whether expenses will be reimbursed. For such assignments, employees will be paid \$30 per hour (or \$45 per hour if on overtime), with a \$100 minimum payment.

ARTICLE XIX- Life Insurance

The Company will provide \$35,000.00 group term life insurance to retirement. Employees will be eligible for this insurance the first of the month following employment. Retirees will be provided \$1,500.00 coverage upon retirement.

ARTICLE XX – Health Care Program

ACTIVE EMPLOYEE COVERAGE

- (a) Represented employees will be covered under the National Employees Health Plan (NEHP) for the medical, dental, and vision benefits as set forth in the NEHP Renewal Update dated February 29, 2016 and as shown as Attachment 1 of this Collective Bargaining Agreement.
- (b) The amount of the Employer's contributions for these coverages shall be based on the plan (HMP or PPO) under which coverage is provided, the employee's annual compensation range and the coverage level selected. The dollar amounts of the Employer's monthly contributions for medical and dental benefits, expressed as a percentage of the total premium costs are set forth below. Employees shall pay any premium amount that is not covered by the Employer.

Employees will pay the full cost of vision coverage if they enroll.

Wage Tier – Under \$35,000 – Employer pays 79%

Wage Tier - \$35,000-\$75,000 – Employer pays 73%

Wage Tier – Over \$75,000 – Employer pays 70%

During the negotiations for this 2016-2019 Agreement, the parties discussed certain errors in the manner in which premiums were allocated

as between the employer and the employees over the course of the preceding contract. It is agreed that any erroneous over/under premium contributions are canceled out and no monetary adjustment is owed.

- (c) Eligibility for regular full-time employees shall commence on the first of the month following the completion of three (3) months of employment.
- (d) Eligibility for regular part-time employees hired prior to October 13, 2003 shall commence on the first day of the first month of the quarter immediately following any quarter wherein the part-time employee received no less than two hundred fifty (250) hours compensation. A "quarter" for purposes of this article shall mean any of the following three-month periods: January, February, March; April, May, June; July, August, September; October, November, December. If an individual works one thousand (1,000) or more hours in a calendar year, he/she shall automatically qualify for insurance coverage in the following year.
- (e) Eligibility for regular part-time employees hired on or after October 13, 2003, shall commence on the first day of the first month of the quarter immediately following any quarter wherein the part-time employee received no less than three hundred twenty-five (325) hours of compensation; provided however, for those newly hired part-time employees not hired on the first work day of any given quarter, initial eligibility shall commence on the first day of the month following the completion of a quarter wherein the newly hired part-time employee would have worked three hundred and twenty-five (325) hours of compensation if he/she had been hired on the first day of the quarter. A "quarter" is as defined in subsection (d) above. If an individual hired on or after October 13, 2003 works one thousand, three hundred (1,300) or more hours in a calendar year, he/she shall automatically qualify to participate in the health insurance program for the following year.
- (f) Employees who are covered by the Company health care program who are unable to work as a result of illness or accident either of a personal or compensable nature under the Michigan Workers Compensation Statute shall be allowed to continue to participate in company health and life insurance programs for a period not to exceed one (1) year at the appropriate employee cost, after which the individual would be eligible for COBRA coverage.
- (g) Employees shall be eligible to participate in a voluntary Flexible Spending Account to be established by the Employer. Employee contributions shall be by way of payroll deductions and shall be made pre-tax to the extent permitted by applicable law. The Employer shall make no contributions to

employee accounts.

RETIREE MEDICAL COVERAGE

- (h) For the purpose of medical insurance and life insurance, retirees are those employees hired prior to October 13, 2003 who retire from employment with at least ten (10) years of credited service, including disability retirement, under any Plan(s) in which the Company participates. Notwithstanding the foregoing, retirees already participating in the Company's medical insurance and life insurance program who have less than ten (10) years, but who have five (5) or more years of credited service, shall continue to be eligible for participation in the Company's medical insurance and life insurance programs.
- (i) The Company will continue to contribute no more than \$3,200 per year (\$266.66 per month) for an individual retiree's (present and future) health care cost. The retiree may choose coverage as follows: From date of ratification through May 31, 2013 - Under age 65 - HAP or Empire PPO; Over age 65 – HAP or a Comprehensive Major Medical Plan. Effective June 1, 2013, retirees will receive benefits under the NEHP as set forth in Attachment 1 to this collective bargaining agreement.
- (j) The Company shall continue the practice regarding medical coverage for surviving dependents of deceased employees and retirees. Specifically, upon the death of an employee or retiree, the surviving spouse and dependent children shall be afforded the opportunity to continue the group medical insurance for a period of two (2) years at the same cost otherwise available to the employee or retiree were he/she alive.
- (k) Retirees and their dependents, who otherwise meet eligibility requirements of the plan, can re-enter the plan at open enrollment or due to loss of coverage (except for non- payment of premiums), or due to a life changing event where re-entering is appropriate so long as they present proof of continued credible coverage.
- (l) Any employee hired after October 13, 2003, will not be entitled to participate in the health care program for retirees.
- (m) Eligible retirees will be entitled to participate in dental and vision benefits under the NEHP at their own cost.
- (n) Effective October 13, 2003, dependents cannot be added to coverage after retirement, e.g., a new spouse, guardianship or adoption.

- (o) The Company shall continue its practice of permitting a portion of the employees' wages to be diverted into a reserve used to supplement the retiree's monthly premium, where applicable. Additionally and/or alternatively, the Union may contribute monies into such reserve from its treasury.

ARTICLE XXI - Severance Pay

Seniority employees terminated for other than just and sufficient cause or employees who elect to terminate their employment rather than go on a recall list when laid off shall be entitled to severance pay in the amount of one (1) week's salary for each six (6) months, or a major fraction thereof, of continuous employment, not to exceed a maximum of twenty six (26) weeks. Employees whose recall rights are exhausted in accord with Article VIII, Section 4(e) herein, or employees who elect to terminate while on the recall list will be entitled to receive the amount of severance they were eligible for on the date they were laid off.

ARTICLE XXII - Auto Allowance/Parking Plan

An employee who uses his or her car in the service of the Employer shall, effective January 1, 2011, be compensated at the IRS mileage reimbursement rate for the duration of this contract.

Employees shall participate in all Company sponsored parking plans and programs on the same basis and same extent as non-bargaining unit employees, under which parking plans there will be no increase in employee parking rates prior to November 1, 2016.

ARTICLE XXIII - Stringers and Freelance

The Employer retains the express right to purchase editorial material and services from freelance writers and/or photographers.

ARTICLE XXIV - General Provisions

1. If any provision of this Agreement shall be or become invalid or violate the provisions of any federal or state law, the remainder of the contract shall not be affected thereby.
2. Two bulletin boards in the editorial office at 160 W. Fort Street and one bulletin board in all bureau offices and the North Plant Editorial department will be made available only for the posting of Guild notices, announcements and bulletins. It shall be the responsibility of the unit chairperson to ensure the enforcement of

this provision.

3. The company 401(k) plan will continue for the term of this contract.
3. The Company may implement bi-weekly payment of wages as well as direct deposit of paychecks to a financial institution. Efforts to resolve pay discrepancies will be made by the next business day.

ARTICLE XXV - Duration

This Agreement shall be in effect from February 24, 2016, and shall remain in full force and effect until February 23, 2019.

IN WITNESS WHEREOF, the Employer and the Union cause these presents to be duly executed as above written.

THE DETROIT NEWS

NEWSPAPER GUILD OF DETROIT
Local #34022

Side Agreement #1

AGREEMENT

The following benefits will be maintained during the life of the agreement.

- Spending Account
- Education assistance program
- Travel accident insurance
- Employee assistance program
- Employee subscription program
- Employee classified ad discounts
- Matchmaker Program

Side Agreement #2

**AGREEMENT ON ELECTRONIC PHOTO DESK AND ELECTRONIC
DEPARTMENT**

This will confirm our agreement in contract negotiations concerning the electronic photo desk and the electronic departments.

The electronic photo desk does not add to or reduce the jurisdiction of the Guild. Individuals not included in the bargaining unit and bargaining unit employees will utilize the electronic photo desk.

There are two exempt supervisors in the electronic (on-line) department.

MEMORANDUM OF UNDERSTANDING

Telephone Reimbursements-up to \$50 per month reimbursement for the business use of personal smart phones will be paid to all bargaining unit employees who are reporters, editors, writers, photographers, photo editors, and others, who meet the following conditions: (1) regular full-time employee, (2) has not been assigned a company smart phone or digital device, (3) as part of his or her assigned duties and responsibilities regularly engages in digital news gathering/disseminating and uses their personal smart phone for that purpose, (4) utilizes a smart phone or digital device that meets all the requirements of Gannett IT for digital security, and is compatible with Gannett email/photo/video delivery systems, (5) signs off on the applicable Company IT security policies, and (6) submits as expense item the monthly cover sheet for the personal billing of the phone/device within 30 days of the expense being incurred.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by **THE DETROIT NEWS** (hereinafter referred to as "The Employer") and **THE NEWSPAPER GUILD OF DETROIT, Local 34022 – The Detroit News Unit** ("The Union").

POLICY

The Employer and the Union are committed to protecting health and safety of the individual employees, their co-workers, and the public at large from hazards caused by the misuse of controlled substances and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of controlled substances or alcohol.

The Employer and the Union, recognize that such substance abuse is a treatable illness, and the preferable response to these illnesses is education, treatment and rehabilitation rather than punishment.

PRIOR NOTICE OF TESTING POLICY

The Employer shall provide written notice of this Substance Abuse Policy to all new applicants for employment, and all employees affected by this Substance Abuse Policy. The Employer shall provide each employee with a copy of this Substance Abuse Policy, together with a full explanation as to its meaning and consequences.

NEW EMPLOYEES

Applicants offered employment may be required to submit to a Drug and Alcohol testing for prohibited substances within the first thirty (30) days of employment in connection with a new hire physical. Applicants who do not consent to a test and any applicant with a blood alcohol concentration of 0.02 or a confirmed positive test of a controlled substance addressed in this Substance Abuse Policy will be ineligible for employment.

TERMS/DEFINITIONS

For the purpose of the Memorandum of Understanding, the following terms/conditions shall apply.

CONTROLLED SUBSTANCES AND ALCOHOL

For the purpose of this policy, controlled substances and alcohol shall include Cocaine, Opiates, Phencyclidine, Marijuana, Amphetamines, or their metabolites and Ethyl Alcohol.

PRESCRIPTION CONTROLLED SUBSTANCES

A controlled substance available for purchase only with a prescription or other lawful over the counter medications as allowed in the United States.

REASONABLE CAUSE

Reasonable cause shall exist when a supervisor in the presence of a union representative, who are trained in the detection of controlled substances or alcohol use, articulate and can substantiate in writing specific, behavioral, performance or contemporaneous physical indicators of being under the influence of controlled substances or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by controlled substance or alcohol use, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as but not by way of limitation: fatigue, lack of sleep, side effects of prescription or over the counter medication, reaction to noxious fumes or smoke, etc.) Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observation and reports of third parties. The grounds for reasonable cause must be documented by the use of the Incident Report Form (the form agreed upon by the Employer and the Union).

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

1. Incoherent, slurred speech;
2. Odor of alcohol on the breath;
3. Staggering gait, disorientation, or loss of balance;
4. Red watery eyes, if not explained by environment causes;
5. Paranoid or bizarre behavior;
6. Unexplained drowsiness.

Where there is reasonable cause to believe an employee has caused an on-the-job accident, he or she may be tested.

IDENTIFICATION AND CONSENT PROCEDURES

An employee may be required to submit to urine controlled substance or breath alcohol testing by a qualified physician, qualified clinic (i.e., collection site), or certified laboratory only if the employer has "Reasonable Cause" that the employee is under the influence of controlled substances or alcohol in violation of this policy.

If a supervisor makes an observation of an employee which the supervisor believes may constitute reasonable cause for controlled substance or alcohol testing, the supervisor

shall immediately inform the employee that he/she may have a Union Representative present. If the employee wishes not to have a Union Representative, then that desire should be put in writing and signed off by the employee on the Incident Report Form.

If the trained supervisor in the presence of the trained Union Representative believes that there is a reasonable cause for a urine controlled substance or breath alcohol test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the specified test, and the name of the person or persons making those observations.

The Incident Report Form will be completed in the presence of the subject employee by the trained supervisor. As the form is completed, its contents will be explained to the subject employee. A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union Representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.

The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over the counter medication or illness. Such explanations will be recorded on the Incident Report Form. The trained Union Representative shall be present during such explanations and shall be entitled to confer with the employee before the explanation is requested, unless the employee wishes not to have a Union Representative, then that desire should be put in writing and signed off by the employee on the Incident Report Form.

If the trained supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of a controlled substance or alcohol, that fact will be noted on the Incident Report Form signed by the supervisor and the employee may be ordered to submit to a urine controlled substance or breath alcohol test.

Prior to the actual controlled substance or breath alcohol test for reasonable cause, the employee will be examined by a qualified medical professional at the designated DHHS certified hospital, DHHS certified laboratory, or qualified clinic. This examination will be conducted to substantiate or refute the supervisor's reasonable cause determination. If the opinion of the qualified medical professional does not substantiate a reasonable cause suspicion, no test will be given and the employee will be returned to the work place without loss of pay. If the qualified medical professional releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered, the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.

Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. The collection site must be secured in accordance with the Department of Transportation specimen collection procedures.

Breath alcohol testing shall be completed in accordance with the standards established for the Department of Transportation's driver alcohol testing program.

If the employer has reasonable cause to believe an employee is under the influence of controlled substances or alcohol, as set forth in this Substance Abuse Policy, and the employee refuses to submit to a controlled substance or alcohol test, this may constitute insubordination and may subject the employee to discipline up to and including discharge.

DRUG TESTING PROCEDURES

Sample collection and testing of controlled substances and alcohol shall be completed in accordance with Department of Transportation standards and in laboratories certified under the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Testing Programs," located in Michigan. The parties retain the right to verify the qualifications and/or certification of qualified medical professionals, clinics and/or laboratories to determine conformity with the referenced standards subscribed to in this Substance Abuse Policy. The DHHS certified laboratory will only test for the controlled substances and alcohol listed in this Memorandum of Understanding (Cocaine, Opiates, Phencyclidine, Marijuana, Amphetamines, or their metabolites and Ethyl Alcohol).

THE SPECIFIC REQUIRED PROCEDURE IS AS FOLLOWS

Controlled substance specimen collection and breath alcohol testing shall be in accordance with the procedures and standards established for the Department of Transportation Controlled Substance and Alcohol Use Testing program (49 CFR Part 382 and 49 CFR Part 40).

The initial test of all urine specimens shall utilize immunoassay techniques. All specimens identified as positive in the initial screen shall be confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) techniques which identifies at least three (3) ions that meet those required for any DHHS certified laboratory. In order to be considered positive for reporting by the certified laboratory to the employer, both samples shall be tested separately in separate batches and must show positive results in the GC/MS confirmatory test. The following standards shall be used to determine what levels detected substances shall be considered as positive.

<u>SUBSTANCE</u>	<u>SCREENING</u>	<u>CONFIRMATION</u>
Amphetamines	1,000 ng/ml	Amphetamine: 500 ng/ml

		Methamphetamine(1): 500
ng/ml		
Cocaine metabolites	300 ng/ml	Cocaine metabolites(2): 150
ng/ml		
Opiates metabolites	*300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Marijuana metabolites	50 ng/ml	Marijuana metabolites(3): 15
ng/ml		

- * 25 ng/ml if immunoassay specific for free morphine
- 1 Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- 2 Benzoyllecgonine
- 3 Delta-9-tetrahydrocannabinol

An initial and confirmation breath alcohol test under the procedures established by the Department of Transportation applicable standards on an Evidential Breath Testing device with a 0.02 blood alcohol concentration (BAC) or greater shall be considered a positive test. [Note: Blood Alcohol Concentration (BAC) - Grams of alcohol per 100 milliliters of blood or grams alcohol per 210 liters of breath in accordance with the Uniform Vehicle Code, Section 11-903(1)(5).]

If the controlled substance or breath alcohol testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified in writing whether the test result is positive or negative, the drug(s) for which there was a positive test or if the breath alcohol test was positive. Upon receipt of a written medical release from the subject employee the laboratory shall release the quantitation of a positive test result to the subject employee. [Note: The laboratory may release the quantitation of a positive test to the employer, the employee, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test.] If requested by the employees or the Union, the laboratory will provide copies of all laboratory work sheets, procedures sheets, acceptance criteria and laboratory procedures. Any employee who is the subject of a controlled substance test conducted under this Substance Abuse Policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

All specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage (-20 degrees or less) for a minimum of one (1) year, and be made available for retest as part of any administrative proceeding.

All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether this Memorandum of Understanding has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. However, the laboratory may release the quantitation of a positive test to

the employer, the employee, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test. The results of a positive test shall not be released until the results are confirmed.

Every effort will be made to insure that all employees' substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

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

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

The Company may utilize instant drug testing administered by trained employees

THE IMPACT OF A CONFIRMED POSITIVE TEST

An employee who has a confirmed positive test will be advised by the Employer of the resources available through the E.A.P.

Employees shall be provided the best available treatment through established benefit plans (Sick & Accident) and health insurance coverage.

Each employee who engages in conduct prohibited by this Substance Abuse Policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. This assistance may require referral to a qualified rehabilitation program.

Before an employee returns to work after engaging in conduct prohibited by this Substance Abuse Policy he/she shall undergo a return-to-work alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substance test with verified negative results if the conduct involved a controlled substance.

In addition, each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use:

- (i) Shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program prescribed.
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances test administered by the Employer following the employee's

return to work. The number and frequency of such follow-up testing shall be directed by the substance abuse professional or the employer in the first twelve (12) months following the employee's return to work.

When and if it becomes necessary to impose discipline for on-the-job infractions that stem from substance-induced impairment, discipline will be progressive and proportional to the infraction and hazard presented by the impairment.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Assistance Program. Employees who seek voluntary assistance for alcohol and/or controlled substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employees' written consent. An employee Assistance Program Counselor who is a qualified substance abuse professional shall not disclose information on controlled substance/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee. However, if in the course of his/her duties an employee becomes subject to the provisions of this Substance Abuse Policy, the subject employee must inform the Employer representative(s) of his/her involvement in the "Employee Voluntary Self-Help Program" and sign any necessary releases so that the Employer can be assured via biweekly reports from the substance abuse professional or the Employee Assistance Program intermediary that the subject employee is fulfilling the requirements of the rehabilitation program and that the safety and health of the employee and their co-workers is not at risk because of continued substance abuse. The Employer should be made aware if the subject employee is using, during rehabilitation, any prescriptive medication(s) whose effects would put the subject employee and/or their co-workers at risk from a safety and health standpoint.

SAVINGS CLAUSE

Should any part of this Memorandum of Understanding be determined contrary to law, such invalidation of that part or portion of this Memorandum of Understanding shall not invalidate the remaining portions. In the event such determination, the parties agree to immediately bargain in good faith in an attempt to agree upon a provision for the invalidated portion which complies with the law.

No waiver of legal rights: the parties agree that the Memorandum of understanding shall not diminish the rights of individual employees under the state and federal laws relating to controlled substance and alcohol testing.

INDEMNITY CLAUSE

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities by an employee of the Employer that may arise out of the

Employer's application or enforcement of this Memorandum of Understanding, including bearing any expenses incurred by the Union in defending litigation arising out of the employer's activities in carrying out the drug testing program. This shall have no application to the Union's costs and fees in pursuing an arbitration or other litigation on behalf of an employee.

GRIEVANCE PROCEDURE

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