

AGREEMENT

BETWEEN

**ST. LOUIS NEWSPAPER GUILD LOCAL 36047,
TNG, AFL-CIO, CLC**

AND

**THE LABOR TRIBUNE
PUBLISHING COMPANY**

OCTOBER 1, 2008 through DECEMBER 31, 2010

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PREAMBLE

This Agreement dated October 1, 2008 is entered into between the Labor Tribune, and Outdoor Guide (hereinafter referred to as the Employer) and the St. Louis Newspaper Guild Local 36047 (hereinafter referred to as the Guild), a local chartered by the Communications Workers of America, AFL-CIO, for itself and on behalf of all Employees of the Employer described in Article 2.

It is further agreed that wherever in this Agreement a male pronoun or other male terminology is used, it is understood that it should include, without discrimination, its female counterpart.

ARTICLE 1 - INTENT AND PURPOSE

101. It is understood and agreed that the Labor Tribune plays a unique role in its struggles to serve the Trade Union Movement. Because it is not the kind of economic enterprise represented by other metropolitan newspapers and/or publishing companies and because the Labor Tribune's goals are serving the Trade Union Movement, special circumstances and differences exist here that may not exist elsewhere.

102. Considering the above, it is the intent and purpose of the parties hereto, by means of this Agreement, to promote and improve industrial and economic relationships between the Guild and the Employer, and to set forth the basic Agreement covering rates of pay and other conditions of employment to be observed between the parties hereto.

ARTICLE 2 - COVERAGE

Collective Bargaining Representative

201. The Employer recognizes the Guild as the sole and exclusive collective bargaining representative for its advertising and editorial department Employees except as provided in 202. a and b of this Article.

Exemptions

202.

a) The following shall be exempt from the provisions of this Agreement:

Publisher
Associate Publisher
Managing Editor
Comptroller
Director of Marketing

b) The Guild shall be notified in writing of the name(s) of and person(s) appointed to an excluded position. No person shall be appointed to an exempt position over his/her objection; if the Employee objects, it is understood that a reassignment of job responsibilities may be required without a reduction in pay. An Employee who accepts an exempt position will have 30 days to determine if he/she wishes to continue in that position. If the Employee does not reject the advancement in that period, and later changes his/her mind, they are subject to replacement without recourse to their previous position.

Guild Work

203. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to Employees covered by this contract:

- a) The kind of work either normally or presently performed within the unit covered by this contract.
- b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed in said unit, and,
- c) Any other kind of work assigned by management to be performed within said unit.

ARTICLE 3 - GUILD SHOP and DUES DEDUCTION - COPE CHECKOFF

301. The Employer shall require as a condition of employment of each Employee that the Employee be and remain a member of the Guild in good standing no later than the 31st day following the date of his employment or the day of the execution of this Agreement, whichever occurs later.

302. There shall be no interference or attempt to interfere with the operations of the Guild.

303. Upon an Employee's voluntary written assignment, the Employer shall deduct semimonthly from the earnings, of such Employee and pay to the Guild not later than the 10th day of each month all Guild membership dues. Such membership dues shall be deducted from the Employee's earnings in accordance with the Guild's schedule of rates furnished the Employer by the Guild. Such schedule may be amended by the Guild at any time. An Employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

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

ASSIGNMENT & AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To:

I hereby assign to the St. Louis Newspaper Guild, and authorize the Employer to deduct semimonthly from any salary earned or to be earned by me as an Employee an amount equal to all my Guild membership dues, as certified by the Treasurer of the St. Louis Guild starting in the first payday in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the St. Louis Newspaper Guild not later than the 10th of each 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 contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this Agreement 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 contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of

its revocation is given by me to the Employer 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 contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

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

Employee's Signature

Date

AUTHORIZATION FOR COPE CHECKOFF

305. Upon an Employee's voluntary written assignment, the Employer shall deduct a COPE checkoff annually with the payment made to the Guild not later than the 10th day of the month following such deduction. The COPE deduction shall be made upon the following form:

AUTHORIZATION FOR COPE CHECKOFF

I, the undersigned, a member of the St. Louis Newspaper Guild, hereby authorize the Labor Tribune to deduct from my salary the sum of \$3.00 from the last weekly October paycheck each year and to forward that amount to the St. Louis Newspaper Guild COPE Fund.

This authorization is signed freely and voluntarily and not out of any fear of reprisal, with the understanding that the Guild is engaged in a joint fund-raising effort with the AFL-CIO and will use the money contributed to that effort to make legal political contributions in connection with federal, state and local elections

I understand that this voluntary authorization may be revoked at any time by notifying the Labor Tribune and the St. Louis Newspaper Guild in writing of my desire to do so.

Date Signature

306. The Guild shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 4 - HIRING

401. The Employer shall notify the Guild of each vacancy and shall give considerations to applicants supplied by the Guild. The Employer, however, may hire applicants from any source.

402. The Employer agrees not to have or enter into an Agreement with another Employer binding such other Employer not to offer or give employment to an Employee of the Employer.

ARTICLE 5 - NO DISCRIMINATION

501. The Employer and the Guild agree that there will be no discrimination against any applicant or Employee because of race, color, religion, age, national origin or sex or sexual orientation.

502. There shall be no dismissal of or other discrimination against any Employee because of his membership or activity in the Guild.

ARTICLE 6 - INFORMATION

601. The Employer shall furnish the Guild in writing within one week after their employment the names, addresses, telephone numbers, Social Security numbers, date of hire, job and starting salary and/or rates of commission of persons hired after the effective date of this Agreement. This information shall be considered confidential for the Guild's internal use and not released to anyone for any purpose.

602. The Employer will notify the Guild of resignations, retirements, terminations and deaths of Employees covered by this Agreement.

603. The Employer will notify the Guild of changes in classification of Employees and their effective dates. The Guild shall be notified of all merit increases.

ARTICLE 7 - GRIEVANCE PROCEDURE

701. Any Employee who has a problem shall have the option of having his/her steward first take up the issue with the Employer or take up the issue on his/her own in the presence of the steward in an attempt to resolve the problem with the Employer. Settlement at this level shall not set a precedent and shall not be binding on the Guild or other Employees.

702. If the matter is not satisfactorily resolved, the grievance must be submitted to the Employer in writing within ten (10) days (Monday through Friday) after the Employee knew, or should have known, of the event giving rise to the grievance. The grievance shall be answered in writing by the Employer to the Business Representative of the Guild with ten (10) calendar days of receipt of the written grievance. Efforts to adjust grievances shall be made on company time.

703. Any matter involving the interpretation, application, administration or alleged violation of this contract (except renewal of this contract), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration may be submitted to final and binding arbitration by either party. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

704. In the event that arbitration is requested, the parties shall jointly, in writing, request the Federal Mediation and Conciliation Board to submit a panel of seven arbitrators. Within five days of receipt of such panel, the parties shall meet to select an arbitrator from such panel. The parties will alternately strike a name beginning with the party requesting arbitration and the last name remaining on such panel shall be deemed chosen as the arbitrator. The arbitrator's decision shall be final and binding on both parties.

ARTICLE 8 - SECURITY

801. There shall be no dismissals or discipline issued without just and proper cause. There shall be no dismissals as the result of putting this Agreement into effect. The Employee shall be notified in writing of discipline that shall include a complete listing of the allegations made against the Employee. All discipline shall be issued within 10 days of the event or events giving rise to the discipline. Disciplinary action shall be subject to the grievance procedure. All warnings and suspensions shall be considered null and void after 24 months.

802. The Employer reserves the right to exercise layoffs due to economic conditions.

803. Each Employee dismissed as a result of a reduction in force shall be placed on a department rehiring list for a period not to exceed 18 months. The Employer shall fill each department vacancy with a person on the department list who has worked in the job title in which the vacancy occurs, in the order of seniority based upon service in the department in which the vacancy occurs. Time spent on a rehire list will not be counted for purposes of computation of seniority for any reason. If rehired within the 18-month period, an Employee's seniority computation for all purposes picks up at the date of rehire from the point he was last dismissed.

804. An Employee rehired shall be paid the current rate of pay for the job title.

805. Any Employee may be dismissed during a 365-day probationary period without recourse to Article 7 – Grievance Procedure.

806. The Guild and all Employees shall be notified at least one month in advance of dismissal by way of sale or one month's compensation shall be paid to all Employees in lieu of notice. This is in addition to any other compensation due under the terms of this Agreement.

807. The Guild shall be given 3 months' notice (if practical) of intent to introduce new or modified equipment, machines, apparatus or processes, which may create a new job classification or alter the job content of an existing job classification. The Employer will discuss with the Guild the need for such changes and any effect such changes may have on any provisions of this Agreement, which would include, and are not limited to, rates of pay. There shall be no reduction in force as a result of the introduction of new equipment or new or modified processes.

808. An Employee shall have the right to review documents in their personnel file that are a matter of public record, i.e., have been provided to the Employee. Such a request will be made in writing and the review will be made within three working days of the request. Such request shall not be made more than once a month. Management reserves the right to maintain confidentiality of its own records and confidential file memos it may want to insert in a person's file for record purposes.

ARTICLE 9 - SENIORITY

901. Seniority will be the length of service of an Employee from the date of first employment unless a termination of seniority breaks the continuous service of the Employee. Seniority shall be applied on a departmental basis for increases or decreases in staff. Decreases in the work force by department due to a reduction of the work force shall be made in reverse order of department seniority.

902. An Employee's seniority will be terminated under the following conditions:

- a) When an Employee voluntarily quits, or leaves the bargaining unit;
- b) When an Employee is discharged for just and proper cause;
- c) When an Employee does not report for work within five (5) consecutive work days upon recall from the rehire list without notice to the company, or without satisfactory reason for not giving notice. The Employee must report to work no later than two calendar weeks after notifying the Employer of acceptance of rehire. Notice of rehire will be fulfilled by mailing a certified letter (return receipt requested) to the Employee's last address on file with the Employer.
- d) Remaining on a department rehire list longer than 18 months.
- e) Absence due to a non-occupational illness or injury extending beyond 24 months.

ARTICLE 10 - HOLIDAYS

1001. Each Employee shall have the following holidays with full pay: New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day and one personal holiday.

1002. Because of exacting deadlines or to maintain effective and/or efficient operations, the Employer retains the right to have Employees work on holidays. In those cases, the Employee shall be granted another day off to be mutually agreed upon by both the Employee and the Employer. All holidays must be taken within the calendar year earned.

1003. Holiday pay for Advertising Sales Representatives shall be their daily salary plus the average daily commission for the preceding calendar year. This average daily commission shall be computed as specified in Article 22 of this contract.

ARTICLE 11 – VACATIONS

1101. Employees shall receive annual vacations with full pay according to the following schedule:

1102. After one year – two weeks; after two years – two weeks; after three years – three weeks; after 10 years – four weeks; after 17 years – five weeks.

1103. Earned vacation periods greater than one week, can be taken in successive or split weeks which are mutually agreeable to both Employer and Employee.

1104. Vacations will be calculated on the calendar year. Employees hired from January 1 – June 30 will receive pro-rata vacation until December 31 and receive credit for a full year's service for purposes of determining length of vacation. Employees hired July 1 – December 31 will receive pro-rata vacation; however, their vacation credit will not begin to accrue until the following January 1.

1105. Vacation Clarification Chart

Hire Year	Following Year – Days of Vac.	Following Year On 1-1 accrues Vac. Credit	Following Year Days of Vac.	Following Year Days of Vac.	Following Year Days of Vac.
Hire Date 1-1 to 6-30; accrues vacation credit only as if hired January 1 but will take pro-rata vacation next year as earned	Yes; pro-rata days earned from last year	Yes; full year credit for all of last year	2 weeks	3 weeks	3 weeks
Hire Date 7-1 to 12-31; accrues no vacation credit but will take pro-rata vacation next year as earned	Yes; pro-rata days earned from last year	Yes; but starts accruing credit on this Jan. 1	1 week	2 weeks	3 weeks

1106. Vacations will be scheduled on the basis of seniority no later than April 1 of each year to allow for persons to plan schedules, purchase tickets, etc. After that date, changes in vacation schedules which would produce a conflict with the schedule, will be made only when both Employees are in agreement, regardless of the Employees' seniority.

1107. Eligible Employees may take pay in lieu of vacation if mutually agreed by Employer and Employee.

1108. An Employee whose vacation time includes a holiday shall receive an additional day of vacation.

1109. Employees will receive their vacation pay the last work day prior to their going on vacation.

1110. If an Employee is terminated for any reason after having qualified for vacation, but before it was taken, he/she will be paid his/her vacation pay due.

1111. If an Employee retires or dies after having worked or had earnings in at least six months of the current year, he/she or his/her estate shall receive ½ of the vacation due him/her in the following year for which he/she may have otherwise qualified but for such retirement or death.

1112. Vacation pay for commissioned Employees shall be based on daily salary plus the average daily commission for the preceding calendar year.

1113. The vacation period shall be between January 1st and December 31st, and the Employer shall, insofar as practical, arrange the vacation schedules at times desired by the Employees. The Employer, however, reserves the right to make the final decision on this subject so as to effectively and efficiently operate the business.

1114. All vacations must be taken by December 31: no vacations shall be carried forward unless mutually agreed upon in writing by Employee and Employer as provided for in this Agreement.

ARTICLE 12 - SICK LEAVE

1201. Employees with more than six months employment can miss up to six incidental days of work per calendar year without loss of pay.

1202. If Employees are unable to work due to a non-occupational illness or injury documented by appropriate medical certification that is satisfactory to the Employer. Employer reserves the right to have a second opinion by a doctor of the Employer's choice. Employer agrees to pay for this second opinion if this payment is not covered by Employee's insurance plan. If there needs to be a third tie-breaking opinion, a doctor acceptable to both the Employer and the Union will be chosen from the list of doctors on the health insurance company's list of approved doctors for whatever specialty is needed. The cost of this third opinion will be equally shared by the Employer and the Union.

This benefit is designed to provide an income for the following number of weeks.

Length of Service	Weeks Full Pay	Weeks 50% Pay	Weeks 25% Pay
0-6 Months	0	0	0
6-12 Months	1	1	0
1-5 Years	4	6	0
5-10 Years	6	10	2
10-15 Years	10	12	4
Over 15 Years	12	15	5

ARTICLE 13 - EMPLOYEE WELFARE

1301. The Employer agrees to provide a health care plan for regular full time Employees negotiated in accordance with the Health Care Coalition as agreed upon in a separate Agreement to this contract. When an Employee is affected by a reduction in force, the Employer agrees to pay the health insurance premium for six months or until employed elsewhere. After that, applicable COBRA options are available. Once an Employee is eligible for Medicare, and they opt to take it, and the Employee remains in the full time employment of the Employer, the Employer will pay the cost for the Employee's Supplemental share of Medicare.

1302. The Employer agrees to provide a \$20,000.00 Life Insurance Policy for each Employee. The beneficiary of the Life Insurance Policy shall be designated by the Employee.

1303. Health care benefits under this Agreement begin after a 90-day probationary period. However, the Employer agrees to pay a probationary Employee's health care premiums from a previous Employer, if such benefits exist. If not, the 90-day probationary exclusion applies.

ARTICLE 14 - LEAVES OF ABSENCE, PERSONAL LEAVES

1401. An Employee may be allowed leaves of absence from one (1) to thirty (30) calendar days without pay for personal reasons, if:

- a) It is requested from the Employer in writing, and
- b) The Employer believes the leave is for a good reason and does not interfere with business operations.

1402. If, however, the Employee takes a job elsewhere during his leave of absence without the specific approval of the Employer, he will be considered as having quit.

1403. A leave of absence can be extended for an additional period of up to thirty (30) calendar days if there is good reason and the extension is approved by the Employer.

Union Leaves

1404. If an Employee is elected or appointed to a position in The Newspaper Guild or AFL-CIO, or local of The Newspaper Guild, or an organization with which The Newspaper Guild is affiliated, such Employee, upon the Employee's request, shall be given a leave of absence, without pay, and shall be reinstated in the same or a comparable position upon the expiration of such leave, if such position is available.

1405. The time spent on such leave shall not constitute a break in service and will be considered in computation for Employee seniority only. Time spent on such leave will not be considered for, nor will any benefits be paid, during such leave under any other provision of this Agreement.

1406. A leave of absence upon request shall be granted to an Employee elected or appointed delegate to conventions of The Newspaper Guild, AFL-CIO or any organization with which The Newspaper Guild is affiliated, and to a delegate to special meetings called by The Newspaper Guild, or by a branch thereof or by an organization with which The Newspaper Guild is affiliated. Such leave will be granted under the following conditions:

- a) Without pay.
- b) Such Employee must give the Employer two (2) weeks written notice. The leave will not exceed two (2) weeks plus reasonable travel time.
- c) Not more than one (1) Employee may be on leave under this Section at any one time unless agreed to by the Employer.

1407. One Employee designated by the Guild per department to attend a negotiating meeting if such meeting is held on Company time. If the meeting is held off duty, the Guild can choose any number of committee members.

Failure to Return From Leave

1408. An Employee granted leave under this Article will be considered as having quit if he does not return to work, allowing reasonable travel time, at the end of his leave, or if he has taken a job elsewhere.

Voting Time

1409. The Employer will abide by appropriate state statutes in relation to time off from work for purposes of voting.

Maternity Leave

1410. Maternity shall be treated the same as any long term disability and receive the same benefits outlined in Article 12. No Employee shall be required to take a leave of absence, nor shall an Employee's job duties or working conditions be altered without consent, on account of pregnancy; nor shall there be any penalty for pregnancy. The beginning of the benefit period shall be at the discretion of the Employee. Upon returning to work the Employee shall be reinstated in her job at the salary she would have received had her employment been continuous. The returning Employee shall be reinstated in her job with full credit towards severance pay accrual, experience rating and other length of service benefits. In the case of an Advertising Sales Representative, she will receive all her previous accounts.

ARTICLE 15 - MILITARY SERVICE

1501. An Employee who has left or leaves the employment of the Employer to enter any kind of military service, of the U.S. government or of any state, territory or federal district of the United States or service with any organization which is in lieu of such military service, shall be considered an Employee on leave of absence, without pay, and on release from such service shall resume the position or a comparable one with a salary no less than what the Employee would have received if employment with the Employer had been continuous.

1502. Time spent in such service shall be considered service time with the Employer in computing all benefits which depend in whole or in part upon the length of service with the Employer, upon the Employee's return to work.

1503. An Employee leaving for such service shall receive accrued vacation pay.

1504. If an Employee, upon return from such service, is found to be physically incapacitated to the extent that the Employee is unable to resume former employment, the Employer shall make all efforts to place the Employee in other acceptable employment with the Employer and shall consult with the Guild thereon. If such other employment is not found, the Employee shall receive severance pay.

1505. Application for resumption of employment must be made within 90 days after termination of such service.

1506. A leave of absence (a maximum of two weeks) shall be granted to an Employee for training service, or call to duty for emergency service in connection with conditions caused by natural phenomena or acts of man, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance, with the National Guard, and the Army, Navy, Marine, Air Force or Coast Guard Reserve. An Employee on such leave will receive the difference between his military duty pay and his normal weekly salary. Appropriate substantiation of military pay must be provided to the Employer. An Employee will not receive more than the difference of two weeks salary. To be eligible for a paid leave under this section, an Employee must have more than one year of service with the Employer. The Employee shall return to work upon the termination of his service considering necessary and reasonable travel time.

ARTICLE 16 - PART-TIME AND TEMPORARY EMPLOYEES

1601. A part-time or temporary Employee shall not be employed to displace a regular full-time Employee.

ARTICLE 17 - BEREAVEMENT PAY

1701. In the event of a death in an Employee's immediate family, he/she shall be granted a leave of absence with pay for three (3) consecutive work days. Such absence shall begin no earlier than the day of death and end no later than one (1) day following the day of funeral.

1702. Immediate family will be construed to mean: mother, father, brother, sister, grandparents, stepmother, stepfather, children, spouse, stepchildren and mother-in-law, father-in-law, brothers-in-law and sisters in-law.

ARTICLE 18 - JURY SERVICE - WITNESS APPEARANCE

1801. An Employee who is called for jury service or witness appearance shall be excused from work for the days on which he/she serves and he/she shall receive the difference between his/her regular weekly salary and the amount received for jury service and/or witness appearance. The Employee shall present proof of service and the amount of pay received therefore. The Employer shall be notified as soon as the Employee receives notification of the need to be off work under this Article.

ARTICLE 19 - EXPENSE & EQUIPMENT

1901. The Employer shall pay authorized, legitimate expenses incurred by an Employee in the service of the Employer. Employees (except those covered in section 1902) shall be reimbursed for the use of an automobile in the service of the Employer at the rate allowed by the Internal Revenue Service, with the calculation change being made on the first day of the next full month following the IRS change.

1902. Advertising Sales Representatives are to be paid a monthly automobile allowance of \$449.00 beginning October 1, 2008; \$454 beginning January 1, 2010.

1903. Necessary working equipment as determined by the Employer shall be provided to an Employee and paid for by the Employer. However, it is the Employee's responsibility to exercise prudent judgment in the use, care and storage of such equipment and may stand liable for its repair or replacement if such prudence is not exercised.

ARTICLE 20 - GENERAL

2001. Bulletin boards for the use of the Guild shall be provided. Use of such boards shall be limited to Guild business matters and notices of Guild meetings.

2002. Strikes. An Employee shall not be required to handle struck work or work destined for struck departments or shops, nor shall an Employee be required to cross picket lines. Should differences arise between the Employer and the Guild or its members employed by the Employer as to the meaning or application of the provisions of the Agreement, there shall be no suspension

of work. Employees will not be disciplined or have reprisals taken against them for honoring an authorized picket line.

2003. Outside Activity. Employees shall be free to engage in activities outside working hours not in competition or in conflict with the Employer's mission. (Which is to publish a weekly labor newspaper for the benefit of the AFL-CIO in the Bi-State metropolitan region).

2004. No Employee shall exploit the Employer's publications without specific permission of the Employer.

2005. If any article or portion of this Agreement is found by a court of competent jurisdiction to be illegal, the remainder of the articles or portions hereof shall not be voided thereby and shall remain in full force and effect.

ARTICLE 21 - DURATION AND RENEWAL

2101. This Agreement shall be in effect from October 1, 2008 to December 31, 2010 both inclusive.

2102. Within 90 days immediately prior to the expiration date of this Agreement, but no less than 60 days prior to said expiration date, the Employer or the Guild may give notice, in writing, of the desire of the party giving notice to negotiate with respect to the terms and conditions of a new basic Agreement or the termination of the present Agreement. All terms and conditions of this Agreement are to remain in effect during negotiations resulting from such notification. If such negotiations do not result in a new Agreement prior to September 30, 2008, the new Agreements shall be made retroactive to October 1, 2008.

2103. If notice is not given by either party by not less than 60 days prior to said expiration date, the terms and conditions of this Agreement shall remain in effect until at least 60 days after such notice is subsequently given.

ARTICLE 22 - WEEKLY SALARIES

2201. Weekly Wages:

a) The parties agree effective Jan. 1, 2009, there will be a wage freeze for the life of this contract except for Christina Veneziano who will receive a \$5,000 pay increase in the first year only.

b) For New Reporters

Years of Employment	Weekly Wage Rate
First Year	\$600.00
Second Year	\$617.31
Third Year	\$635.20
Fourth Year	\$653.69
Fifth Year	\$672.80
Sixth Year	\$692.53

c) Kevin Madden's base weekly wage is \$1,049.18 for the life of this agreement unless modified by other aspects of this agreement.

d) An Employee assigned to perform the duties of the Managing Editor shall be paid the Managing Editor's wage for that day (based on annual statement issued to the Guild). However, during this period, NO overtime will be accrued in the performance of the Managing Editor's duties.

e) When company profits exceed \$110,000 per year, 50% of all funds over \$110,000 will be paid as profit sharing to all Labor Tribune Employees (except the Publisher) on an equal basis. This is only effective for the period of this contract.

f) The Employer agrees to make a presentation of the company's financial condition on a bi-monthly basis with the assistance of the firm's CPA.

g) There shall be no pay cuts due to putting this Agreement into effect.

2202. Advertising Sales Representatives:

a) Effective October 1, 2008, Advertising Sales Representatives shall receive a minimum base pay of \$1,886.12 per month for the life of this agreement unless modified by other aspects of this agreement.

b) In addition to the base pay, commissions will be paid to Advertising Sales Representatives, upon receipt of cash, as follows:

Cash Receipts	Commission
\$0 to \$50,000	13.0%
\$50,001 to \$65,000	17.0%
\$65,001 to \$100,000	18.0%
\$100,001 to \$150,000	20.0%
\$150,001 to \$250,000	21.5%
\$250,001 plus	22.0%

1) A commission rate of 25% on new business will be paid if the initial schedule is a minimum of \$2,500. Once the initial schedule is complete, should the advertiser continue, the commission paid will revert to the normal earned commission schedule.

c) The rates set forth in this Article pertain to qualifying business for the Labor Tribune, and the St. Louis edition of the Outdoor Guide as defined by past practice.

d) Prospects on which there has been no activity for three (3) months or a sale within six (6) months will be available to all sales personnel. "Activity" is defined as an active attempt by the sales representative, documented on our electronic sales management system, to sell the account with a minimum of at least two (2) contacts a month, either by telephone or in person. Any active account where there has been no sale for 4 months will be available to all sales personnel. The only exception: an advertiser who is selling a seasonal product and only advertises during their sales season. Once a sale is made on an inactive or open account, the salesperson making the sale retains that account, subject to the conditions of this paragraph:

e) Leads obtained through telephone calls, walk-ins, etc. will be given to the sales force on a rotational basis on a seniority basis. When an Advertising Sales Representative is given a lead under this arrangement, his name shall go to the bottom of the seniority list for the purpose of this paragraph. Management agrees that any advertising calls into the office that do not come in for a salesperson by name, whether for the Labor Tribune or Outdoor Guide will go into the UP's system. If the UP is not followed up within seven working days, and documented in Sales Force (or other documentation), the lead will go to the next person in the rotation. The person who loses the lead will have no rights of any kind to the lost lead.

f) Advertising Sales Representatives shall have jurisdiction over paid advertising in the Labor Tribune, and the St. Louis edition of Outdoor Guide as defined by past practice. Additionally, should there be other Outdoor Guide publications outside the St. Louis labor market, the Labor Tribune staff has carte blanche ability to sell into those publications at the current percentage rate structure in effect at the Labor Tribune at the time of the sale. The only exceptions are, the Labor Advertising Network, and We Do Not Patronize Lists, for which no sales commissions will be paid except as noted in 2202g.

1) Any campaign ads that come through UNICOM•ARC will be part of the UPs system; however, these ads will have a separate UPs list to ensure they are evenly dispersed among the existing sales staff.

2) The publisher reserves the right to provide free ads as he deems appropriate.

g) In the case of the Labor Advertising Network (LAN), the following shall apply: If a Labor Tribune salesperson sells one of their current advertisers into LAN, they will be paid a 5% commission on the total sale MINUS the cost of the Labor Tribune ad. Of the Labor Tribune portion of that sale, the commission paid will be at the regular Labor Tribune rates and only the Labor Tribune portion of the revenue will count toward their commission percentage levels. Labor Tribune salespersons do not have the authority to sell an entirely new advertiser into LAN without the express written permission of LAN, such permission shall not be reasonably withheld.

h) Any trade accounts must be authorized, in writing by the publisher in advance of their schedule appearance. Authorized commissionable trades will be paid at a flat cash commission rate of 10% except that any currently running in the paper are grandfathered. Trade accounts going through ITEX or NCE will be paid a flat cash commission rate of 10% PLUS the sales rep will receive the difference in the earned commission using trade dollars based. The commission rate for trade dollars will be based on commission schedule in the current contract, not the aggregate rate on which other advertising is paid. *EXAMPLE: Assumptions: (a) A trade of \$1,000 and (b) the sales person's commission rate (at the beginning of the year is below \$50,000 in sales) of 13%; remuneration will be — \$100 in cash (10% of the total trade) plus an additional 3% of the \$900 (\$27) to be put into an account in their name in trade dollars.* There will be no commission on any approved trade that is (1) used for the personal benefit of the individual selling the trade (in which case that person will pay the required trade house commission), or (2) used in exchange for promoting good will for the Labor Tribune or (3) for a direct trade of services for the Labor Tribune or Outdoor Guide.

i) Should accounts become available due to termination or resignations of an advertising sales representative, such accounts shall be allocated to the remaining sales staff as follows:

1) Union accounts will be chosen by the remaining sales staff by inverse seniority, as is the practice now.

2) Accounts will be ranked in order of total sales over the previous year for such purposes. The highest producing 50% will be divided among the current sales staff on the basis of inverse seniority and on a rotating basis. (e.g. If salesperson A, as the least senior Employee has first choice of accounts on the departure of a salesperson(s), then should there be a subsequent departure, salesperson A chooses last from the then-available bargaining unit Employees).

3) The lowest producing 50% will be set aside for a new salesperson; however until such salesperson is hired, these accounts will be distributed to the current sales staff on the basis of inverse seniority for ongoing servicing until they are re-assigned to a new salesperson.

4) During this transition period, commissions will be paid to the servicing account manager. He/she will receive the appropriate commission level based on his/her own percentage levels.

j) Accounts which become available due to an Advertising Sales Representative taking an authorized unpaid leave of absence shall be assigned in accordance with 2202i. Should the Advertising Sales Representative return from an authorized leave of absence, these accounts will automatically revert back to that person. Should the Advertising Sales Representative not return from an authorized leave of absence, the accounts will remain assigned as previously indicated.

k) There will be no split accounts without the written authorization of the advertising manager and publisher. All current accounts are grandfathered. The advertising manager will prepare a list of such accounts for verification and agreement of both parties, which shall be the basis of this change. No additional splits will be allowed without approval as noted.

l) The Employer may hire two part-time sales persons to sell advertising for the Labor Tribune and the Outdoor Guide. These sales persons will be paid a straight 25% commission only plus a \$1.00 bonus per new subscription sold to Outdoor Guide. These sales persons will receive no other benefits. They will be required to be members of the bargaining unit and pay appropriate Guild dues based on their commission sales.

m) In the event the Employer employs full time Outdoor Guide sales persons they shall receive a base of \$1,000.00 per month and a car allowance of \$250.00 per month. These sales persons shall not receive the pension benefits and health and welfare benefits as set in this Agreement. Outdoor Guide sales persons shall receive a 15% commission rate on all sales. Outdoor Guide sales persons shall not be eligible for UP's and will not sell to any existing Labor Tribune accounts.

2203. General Conditions:

a) Payday shall be on the 15th and 30th of each month; however, semimonthly salaries are to be computed on the basis of the weekly salary multiplied by 52 weeks divided by 24 pay periods.

b) If payday falls on a weekend, Employees shall receive their checks on the preceding Friday.

c) Should an Advertising Sales Representative voluntarily resign, that person shall receive commissions on all unpaid advertisements which have appeared in the Labor Tribune prior to the date of resignation as payment is received by the company from the advertiser. Any income from ads scheduled, but not yet published prior to the resignation, will be payable to the new salesperson assigned to the account. Any payment received after 90 days of a salesperson's termination on ads run before resignation are not eligible for commission to the resigning salesperson.

d) If a salesperson voluntarily leaves the Bargaining Unit or is discharged for cause after receiving commissions on pre-paid advertising, the following will apply:

1) The company will prorate commissions into two categories: Those due on ads that ran while the salesperson was employed and those scheduled to run after leaving employment.

2) The company will recoup commissions pre-paid on ads not yet run from any monies owed the salesperson leaving the company's employment.

3) Recouped monies will be figured on the commission rate at which the original commission was paid at the time of prepayment.

e) Advertising Sales Representatives shall receive no commission on unpaid accounts which are placed with a collection agency. The decision as to when and to whom such accounts are placed will be at the discretion of management after consultation with the applicable Advertising Sales Representative.

ARTICLE 23 - SEVERANCE PAY

2301. Upon termination of employment due to economic conditions, an Employee with more than one-year service shall receive two weeks' pay. Upon termination of employment due to economic conditions an Employee with 3 or more years of service shall receive 4 weeks' pay. However, such pay will not be required if an Employee is discharged because of just cause, quits, retires, is on probation, discloses publication's confidential information or fails to remain in good standing with the Guild. In the cases of Employees on commission, severance pay shall be based on daily salary plus the average of the commission paid in the preceding 12 months.

ARTICLE 24 - WORK WEEK

2401. The work week shall be from 12:01 a.m. Monday to 12:00 p.m. Sunday and consist of five days totaling 40 hours except when a week contains a holiday or holidays. In the event a week contains a holiday or holidays as set forth in this Agreement, the work week shall be reduced by eight hours for each such holiday. It is understood and agreed that this Article shall not be construed as a guarantee by the Employer of hours of work per day or per week.

ARTICLE 25 - WORKING CONDITIONS

2501. No Employee will be required to work in a position that is generally accepted to be unsafe beyond the hazards inherent to the job. The Employer will abide by all local, state and Federal regulations pertaining to employment. In case of a dispute the Employee can be reassigned to another job.

ARTICLE 26 - PENSION

2601. Commencing October 1, 2008, the Employer agrees to a 2% increase (figured each January 1) each year to the Newspaper Guild International Pension Fund. As of October 1, 2008, the pension payment was \$45.05.

ARTICLE 27 - MANAGEMENT RIGHTS

2701. Subject to the provisions of this Agreement, the Union recognizes that the management of the business and the direction of the work force is vested exclusively with the Employer and this shall include, but not be limited to, the right to direct, plan and control operations, to establish working schedules, to assign work to Employees, to hire, promote, and discharge Employees for just causes.

Signed at St. Louis, Missouri:

Edward Finkelstein
Labor Tribune
Publishing Company

Shannon Duffy
St. Louis Newspaper Guild
Local 36047, TNG, AFL-CIO, CLC

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT A

Because of the nature of the Labor Tribune and its service to the trade union movement and because many normal procedures and practices found in a daily metropolitan newspaper do not apply to the labor press, it is agreed that the Publisher, Managing Editor and Director of Marketing must be allowed to do bargaining unit work – i.e. writing, editing, etc., in order that the newspaper can serve its objectives and fulfill its responsibilities to the trade union movement. It is agreed, however, that the Publisher shall maintain an Associate Membership in the Newspaper Guild and the Managing Editor and Director of Marketing will pay monthly dues on the same basis as required of other staff reporters.

In the event of a reduction in force in the editorial department, laid off Employees shall be given first priority to perform bargaining unit work. Notice of available work will be given in the presence of another Guild Employee.

FOR THE LABOR TRIBUNE
PUBLISHING COMPANY

FOR THE ST. LOUIS
NEWSPAPER GUILD, LOCAL36047

Edward M. Finkelstein
Publisher
Labor Tribune Publishing Company

Shannon Duffy
Executive Secretary
St. Louis Newspaper Guild

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT B

This Agreement between the St. Louis Newspaper Guild, TNG, Local 36047, AFL-CIO, CLC, and the Labor Tribune sets forth conditions under which the Labor Tribune will utilize part-time editorial workers and stringers.

The Labor Tribune publication will contain only articles, stories, and editorial material that are written by members of The Newspaper Guild.

Persons who write articles, stories, and/or editorial material on a part time basis shall receive none of the benefits set forth in the Agreement between the parties governing full time Employees.

All persons submitting articles, stories, and/or editorial material shall be required to be members of the Guild. These persons shall pay 1.6% of the Gross revenue received from the Labor Tribune to the St. Louis Newspaper Guild as dues.

This Agreement shall be an addendum to the Agreement between the Labor Tribune and the St. Louis Newspaper Guild dated October 1, 2008 to December 31, 2010.

Signed,

Edward M. Finkelstein
Publisher
Labor Tribune Publishing Company

Shannon Duffy
Executive Secretary
St. Louis Newspaper Guild

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT C

It is agreed that the bargaining authority for the St. Louis Newspaper Guild Local 36047, Office and Professional Employees Local 13, Mailers Local 3 and St. Louis Typographical Local 8, relating to insurance matters, shall be delegated to a committee called the Health Care Coordinating Team (hereinafter called the Team). This Team concept to the health care issue is necessary because there exists a unique situation in which the Employer's Group Insurance Plan provider demands that ALL the Employees and dependents working in several companies and covered by several collective bargaining agreements which have different expiration dates, must be covered under one common plan. As a result, it is agreed and understood that the issue of changes, modification, increases or decreases of benefits or benefit levels, termination of benefits or the Group Insurance Plan itself, etc. need to be handled outside the normal period of negotiations for this specific Labor Agreement. Should any change in the Group Insurance Plan be necessary for consideration, the following process is agreed to:

1. The Team shall be comprised of one Union representative plus one representative from each of the aforementioned organizations for each three members or fraction thereof belonging to a particular Union. Each Union's collective bargaining unit shall be represented as part of that union's team. Each representative shall have one vote and a unanimous vote shall decide all issues before the Team. All delegates must be present before a quorum exists. In the event the vote is not unanimous, the insurance shall remain unchanged and the Employer agrees to continue the present Group Insurance Plan for Employees and dependents.
2. When proposed changes are unanimously agreed on by the Team, the proposed changes will be accepted or rejected by the Employer and a majority vote of all Union Employees covered under the current group insurance plan (regardless of Union or Company affiliation) voting as if they were one single bargaining unit (for this issue only), regardless of their individual Union agreement's expiration date.
3. Bargaining over insurance issues can only take place within a 60 day period of the annual expiration date of the health care contract with the Insurance Carrier. Any exceptions to this will only apply on a unanimous consent of the Employer and the Team.
4. If accepted, the proposed changes will go into effect on the annual renewal date as dictated by the insurance carrier. This traditionally has been on or about April 1. (As of 2002, the renewal date is now on or about August 1).
5. This Agreement shall remain in effect until September 30, 2008 at which time it will be reviewed by all parties.

Signed:

Edward Finkelstein
Publisher
Labor Tribune Publishing Company
Date _____

Shannon Duffy
Executive Secretary
St. Louis Newspaper Guild
Date _____

MEMORANDUM OF AGREEMENT D

It is the general principle that work outside of normal work hours will be handled on the basis of compensatory time off. In the event it is not possible to complete their work within the normal 40 hour week, Employees will receive pay at time and one-half for all hours worked which exceed 40 hours in a work week.

For the Labor Tribune

For the St. Louis Newspaper Guild

Edward M. Finkelstein
Publisher
Labor Tribune Publishing Company

Shannon Duffy
Executive Secretary
St. Louis Newspaper Guild

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT E

The Labor Tribune wants to reward Employees who played an active role in soliciting a union to become part of the Labor Tribune family. "Active role" means actual encouragement for subscriptions to include memos to union leadership, attending executive board or union meetings to sell the subscription concept and/or private meetings (documented) with union leadership over a period of time. It does not mean casual contact as a result of the Employee doing their job covering a story about the union or its activities.

Where an Employee has played an active role in bringing in a new subscriber, the Labor Tribune agrees to pay a one-time bonus equal to the first week of gross revenue received from any new full-time (weekly) local union subscriber based on the following conditions:

- 1. The Employee(s) played an active role in encouraging the new subscriber;
- 2. The bonus will be divided equally among editorial Employees; if another Employee(s) played a role in obtaining the new subscriber, they will share equally in the bonus.

Determination for this added sharing lies exclusively with the publisher.

If a union subscribes for only two times a month, or every other week, the bonus will be one-half of the first week's gross revenue.

Payment of the bonus will not apply:

- 1. If a union unilaterally makes the decision to become a subscriber without having been actively solicited by a staff member;
- 2. If a union subscribes less than twice a month, whether or not they were actively solicited by a staff member.

This agreement will be in effect for the duration of the current contract. It is not to be construed as an integral part of the contract. The terms of this memorandum shall be subject to the grievance procedure.

FOR THE LABOR TRIBUNE

FOR THE NEWSPAPER GUILD

 Edward M. Finkelstein
 Publisher
 Labor Tribune Publishing Company

 Shannon Duffy
 Executive Secretary
 St. Louis Newspaper Guild

Date: _____

Date: _____