

AGREEMENT

between

ST. LOUIS REVIEW

and

ST. LOUIS NEWSPAPER GUILD

June 1, 2009 through May 31, 2013

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	1
ARTICLE I	MISSION STATEMENT 1
ARTICLE II	STANDARD OF CONDUCT 1
ARTICLE III	COVERAGE..... 1
ARTICLE IV	GUILD SHOP 2
ARTICLE V	DUES DEDUCTION 2
ARTICLE VI	EEO STATEMENT 4
ARTICLE VII	HARASSMENT, INCLUDING SEXUAL HARASSMENT..... 5
ARTICLE VIII	INFORMATION..... 6
ARTICLE IX	GRIEVANCE PROCEDURE..... 7
ARTICLE X	SECURITY 8
ARTICLE XI	DISMISSAL PAY & BENEFITS 10
ARTICLE XII	WORKPLACE VIOLENCE..... 10
ARTICLE XIII	DRESS AND GROOMING POLICY 11
ARTICLE XIV	RETIREMENT 12
ARTICLE XV	TRANSFERS AND PROMOTIONS 12
ARTICLE XVI	HOURS AND OVERTIME..... 12
ARTICLE XVII	HOLIDAYS 13
ARTICLE XVIII	VACATIONS..... 13
ARTICLE XIX	SICK LEAVE 14
ARTICLE XX	HEALTH INSURANCE..... 15
ARTICLE XXI	LEAVE OF ABSENCE 15
ARTICLE XXII	MILITARY SERVICE..... 16
ARTICLE XXIII	PART-TIME AND TEMPORARY EMPLOYEES 17
ARTICLE XXIV	WAGES 18
ARTICLE XXV	GENERAL WAGE PROVISIONS..... 20
ARTICLE XXVI	EXPENSES..... 20
ARTICLE XXVII	NO STRIKE CLAUSE 21
ARTICLE XXVIII	MANAGEMENT RIGHTS 21
ARTICLE XXIX	COOPERATION 21
ARTICLE XXX	MISCELLANEOUS 21
ARTICLE XXXI	DURATION AND RENEWAL..... 23

AGREEMENT

THIS AGREEMENT, made as of this 30th day of May, 2008, between the **ST. LOUIS REVIEW**, a nonprofit association operating as a department of the Roman Catholic Archdiocese of St. Louis (hereinafter known as the “Publisher”), and the **ST. LOUIS NEWSPAPER GUILD**, a local (No. 47) chartered by The Newspaper Guild (AFL-CIO) (hereinafter known as the “Guild”), for itself and on behalf of all the employees, who are in effect employees of the Archdiocese of St. Louis, of the Publisher described in Article I.

ARTICLE I **MISSION STATEMENT**

Section 1.1 As Catholics in the Archdiocese of St. Louis, in communion with the Bishop of Rome, we are called by our Lord Jesus Christ to be His Church and live His Gospel. With joy, we strive to fulfill our Baptismal calling by prayer and worship, teaching and sharing our faith, serving others, and fostering unity in diversity. Guided by the Holy Spirit, we commit ourselves to the responsible stewardship of all God’s gifts.

ARTICLE II **STANDARD OF CONDUCT**

Section 2.1 The Church is a sign of Jesus Christ in the world today. Therefore, the mission of Christ is the mission of the Church. Jesus was sent to reveal the Father to all people and teach them about the fullness of His love. He commissioned His Church to do likewise; to help men and women to know about God and themselves and to nourish their love of Him and for each other. In essence, the mission of Christ and His Church is to bring about the Kingdom of God.

Section 2.2 Example is one of the most important means by which this mission is fulfilled. Our words and actions proclaim Christ – His message, values and attitudes – and we translate the Gospel into our personal life style. We recognize the profound effect we have upon people’s lives.

Section 2.3 When an employee accepts employment with the Publisher, the Publisher expects that his/her conduct will be consistent with the Mission Statement and this article. Any violation of this policy will result in appropriate disciplinary action, and any disciplinary action shall be subject to the “just and sufficient cause” provision of the security clause of this Agreement.

ARTICLE III **COVERAGE**

Section 3.1 This agreement covers all employees of the Publisher in the following departments, except as provided in Section 2 of this Article: Editorial, Advertising, Circulation, and Business.

Section 3.2 The following are excluded from this agreement: Editor; Assistant Editor; Managing Editor; Advertising Manager; Circulation Manager; Business Manager.

Section 3.3 The jurisdiction of the Guild is:

- (a) The kind of work either normally or presently performed within the unit covered by this contract.
- (b) Additional work assigned to be performed within said unit.

(a) and (b) shall be assigned to employees of the Publisher within Guild's jurisdiction and covered by the Guild contract.

ARTICLE IV **GUILD SHOP**

Section 4.1. The Publisher shall require as a condition of employment of any employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.

Section 4.2 There shall be no interference or attempt to interfere with the operations of the Guild.

ARTICLE V **DUES DEDUCTION**

Section 5.1 Upon an employee's voluntary written assignment, the Publisher shall deduct from the wages of such employee and pay to the Guild not later than the 20th day of each month all Guild membership dues. Such membership dues shall be deducted from the employee's wages in accordance with the Guild's schedule of dues rates furnished the Publisher on the first day of each month by the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

Section 5.2 The dues deduction assignment shall be made upon the following form:

To: The St. Louis Review

I hereby assign to the Guild, and authorize the Publisher to deduct from any wages earned or to be earned by me as an employee, an amount equal to all my Guild membership dues, as certified by the Guild, for each calendar month following the date of this assignment. I further authorize and request the Publisher to remit the amount deducted to the Guild not later than the 20th day of that month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between the Publisher and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Publisher 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 applicable collective agreement between the Publisher and the Guild, whichever occurs, sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Publisher receives it. This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relations to my Guild membership dues.

Employee's Signature

Date

Section 5.3 Authorization for C.O.P.E. Checkoff.

The Publisher agrees to honor a voluntary written assignment for purposes of the Guild C.O.P.E. Fund. The voluntary written assignment shall be made upon the following form:

I, the undersigned, a member of the Guild, hereby authorize the Publisher 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 Guild C.O.P.E. 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 Publisher and the Guild in writing of my desire to do so.

Date

Signature

ARTICLE VI
EEO STATEMENT

Section 6.1 The Publisher endorses the basic principle that all individuals are entitled to equal employment opportunities. Accordingly, it is the policy of the Publisher to provide and promote equal employment opportunities for all persons without regard to race, color, ancestry, religion, sex, national origin, citizenship, age, disability, military status, or other category as protected by law. This policy applies to all aspects of hiring, employment, training, promotion, transfer, wages, discipline and dismissal. The Publisher forbids harassment, because it is not in keeping with the Gospel message of Jesus Christ, and the standards of the Catholic Church and it is unlawful and disrupts a proper working environment.

Section 6.2 If you believe that you are being unlawfully discriminated against, the Publisher and the Guild require you to come forward with your concern by instituting a complaint under Article VI of the Grievance Procedure. The Publisher will promptly and thoroughly investigate all allegations of discrimination, and will impose appropriate corrective action (warning, suspension, demotion, or termination) against the perpetrator, if the allegation is confirmed.

Section 6.3 The Publisher investigates every complaint under this Article thoroughly and promptly. All investigations will be conducted in a sensitive manner and to the extent feasible confidentiality will be honored. The investigation and all actions taken will be shared only with those who have a need to know. The Publisher will furnish the employee filing the complaint with a response as promptly as possible at the conclusion of the investigation.

Section 6.4 All employees of the Publisher have the responsibility to make this policy effective. If an employee either experiences or notices any discrimination under this Article, he or she must immediately discuss it with the Editor of the office, a supervisor, or Human Resources.

Section 6.5 The Publisher is committed to providing a workplace environment free of discrimination and to this end prohibits any retaliatory action against employees who file a complaint under this policy or who assist in the investigation of a complaint under this policy.

Section 6.6 If, after investigation, the Publisher determines that an employee has provided false information regarding the harassment complaint, appropriate disciplinary action, up to and including termination, will be taken against the employee who furnished false information.

ARTICLE VII
HARASSMENT, INCLUDING SEXUAL HARASSMENT

Section 7.1 The Publisher acknowledges its continuing commitment to a work environment that is free from unlawful discrimination and any type of harassment, including sexual harassment. The Publisher prohibits any harassment of its employees by anyone, including any manager, editor, supervisor, co-worker, vendor, student or visitor.

Section 7.2 Harassment involves unwelcome conduct -- whether verbal, physical or visual -- which targets a person's protected status, such as race, color, ancestry, religion, sex, national origin, citizenship, age, disability, military status or other categories protected by law. The Publisher forbids harassment, because it is not in keeping with the Gospel message of Jesus Christ and the standards of the Catholic Church and it is unlawful and disrupts a proper working environment.

Section 7.3 Sexual harassment deserves special mention. It involves any one or more unwelcome sexual advances, request for sexual favors, or other physical, verbal or visual conduct of a sexual nature in any one or more of the following circumstances:

- An individual's either stated or implied conditions of employment require her or his submission to such conduct;
- The reason for an employment decision involves an individual's submission to or rejection of such conduct;
- Such conduct has either the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Section 7.4 Sexual harassment may include any one or more of direct sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or sexually oriented language or gestures, display of foul or sexually oriented printed or visual material, (including electronically transmitted material), or physical contact, such as patting, pinching, etc.

Section 7.5 The Publisher also prohibits other forms of harassment that create an intimidating, hostile or offensive work environment based on an individual's other protected status such as race, color, ancestry, religion, sex, national origin, citizenship, age, disability, military status, or other category protected by law. The Publisher prohibits any offensive comments, innuendo, jokes or other activities that target any one or more of an individual's protected statuses. This includes the display or distribution of offensive pictures, literature, or messages whether spoken, written or sent by electronic transmission.

Section 7.6 If you believe that you are being unlawfully harassed under this Article, the Publisher and the Guild require you to come forward with your concerns by instituting a complaint

under Article VI of the Grievance Procedure. The Publisher will promptly and thoroughly investigate all allegations of harassment and will impose appropriate corrective action (warning, suspension, demotion or termination) against the perpetrator, if the allegation is confirmed.

Section 7.7 The Publisher investigates every harassment complaint thoroughly and promptly. All investigations will be conducted in a sensitive manner and to the extent feasible confidentiality will be honored. The investigation and all actions taken will be shared only with those who have a need to know. The Publisher will furnish the employee filing the complaint with a response as promptly as possible at the conclusion of the investigation.

Section 7.8 All employees of the Publisher have the responsibility to make this anti-harassment policy effective. If an employee either experiences or notices any harassment of any type, he or she must immediately discuss it with the Editor of the office, a supervisor, or Human Resources. The employee has the right to have a union representative present if the employee so desires.

Section 7.9 The Publisher is committed to providing a harassment-free workplace and to this end prohibits any retaliatory action against employees who file a complaint under this policy or who assist in the investigation of a complaint under this policy.

Section 7.10 If, after investigation, the Publisher determines that an employee has provided false information regarding the harassment complaint, appropriate disciplinary action, up to and including termination, will be taken against the employee who furnished false information.

ARTICLE VIII **INFORMATION**

Section 8.1 The Publisher shall supply the Guild on request with a list containing the following information for all employees on the payroll:

- (a) Name, address, sex, date of birth and social security number.
- (b) Date of hiring.
- (c) Classification.
- (d) Experience rating and experience anniversary date.
- (e) Wages, including the precise formula for any commission or bonus arrangements, or other forms of compensation by name.

Section 8.2 The Publisher shall notify the Guild monthly in writing of:

- (a) All merit increases and effective date granted will be specified by name.

- (b) Step-up increases and effective date will be by name.
- (c) Changes in classification, any changes in wages by reason thereof, and effective date.
- (d) Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.

Section 8.3 Within one week after the hiring of a new employee the Publisher shall furnish the Guild in writing with the data specified in Section 1 for each new employee.

ARTICLE IX **GRIEVANCE PROCEDURE**

Section 9.1 The Guild shall designate a committee of its own choosing to take up with the Publisher or his authorized agent any matter arising from the application of this agreement or affecting the relations of employee and publisher.

Section 9.2 The Publisher or an authorized agent agrees to meet with the committee within two weeks, unless extended by mutual agreement, after request for such meeting. In the case of a dismissal, the meeting will take place within five days.

Section 9.3 Any matter involving the interpretation, application, administration, or alleged violation of this Agreement (except renewal of this contract), including any question whether a matter is arbitrable, not settled within 30 days of the meeting set forth in section 2 of this Article, may be submitted to final and binding arbitration by either party. The Arbitrator who shall decide the dispute shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service. The parties shall request FMCS to furnish a panel within ten workdays of written notice by either party of its desire to submit a dispute to arbitration. The Arbitrator shall be selected from the panel within ten work days of the receipt of the panel by alternately striking a name from the panel until only one name remains, the remaining name shall decide the dispute. The party requesting arbitration shall make the first strike. The award of the Arbitrator shall be binding on the Publisher, the Guild, and the employee or employees involved. The cost of such arbitration shall be borne equally by the Publisher and the Guild. No party shall be obligated to pay for any part of a stenographic transcript unless they desire a copy of such transcript.

Section 9.4 In the case of a dismissal, the Arbitrator shall be empowered to affirm the dismissal or to reinstate a dismissed employee of his discretion retroactively for any or all the wages and other benefits lost by the employee due to dismissal, less dismissal pay received. The Arbitrator may at the Arbitrator's discretion withhold any or all of such wages and benefits (except continuity of service and hospitalization benefits as provided in Article XX, Section 1 of this Agreement) as a penalty less than dismissal. In the event that the Arbitrator awards reinstatement without back wages, or with back wages in an amount which is less than the dismissal pay received by the employee, then the Publisher may recover the difference due it by withholding not more than 10 percent weekly of future wages of said employee until said amount is recovered. In the event an

employee is found to be dismissed for just and sufficient cause such employee shall not be eligible for dismissal pay.

ARTICLE X **SECURITY**

Section 10.1 The Publisher shall not discipline or discharge any employee with out just and sufficient cause. There shall be no dismissals as a result of putting this Agreement into effect. In the event the Publisher feels it is necessary to suspend or dismiss an employee for disciplinary reasons, Publisher agrees to notify the employee in writing with the specifications of the facts alleged to constitute just and sufficient cause. In the event the discipline is not for aggravated offenses such as physical fighting, stealing, etc., the Publisher agrees to meet with the Guild and the employee within 24 hours after receipt of the written notice prior to implementing the discipline for the purpose of reviewing the circumstances surrounding the Publishers proposed discipline. In the event of a reduction in force, the Publisher will make every effort to provide a 14 day notice prior to the effective date of the reduction in force.

Section 10.2 Reduction of the force shall be among the reasons constituting just and sufficient cause for dismissal, subject to the provisions hereinafter of this Article. The Guild recognizes the responsibility of the Publisher to determine the need for dismissals to reduce the force. The Publisher recognizes the right of the Guild to protect employees against discriminatory dismissals in reduction of the force. No action under this Section 1 shall violate the jurisdictional provisions of Article I of this Agreement. The Publisher shall notify the Guild of any such proposed dismissal, specifying the job title, number of employees, and the facts upon which the Publisher relies to establish necessity under this Article.

Section 10.3 (a) Dismissals shall be made in the inverse order of seniority among the employees with the skills involved. Employees in Schedule (a) of Article XXIV whose services are individually of major importance to the Publisher shall not be dismissed because of low seniority; this need for an individuals services shall not be a slight one and in case of Arbitration of such need the burden of proof shall be on the Publisher.

(b) An employee dismissed by reduction on the force may elect within 15 days after the actual dismissal, to bump into a lower classification in which he has worked previously for the Publisher. The employee may displace an employee in that lower classification whose seniority with the Publisher is less. The employee thus bumped shall be the one with the lowest classification seniority.

(c) An employee this displaced may similarly elect to bump into a lower classification in which the employee has worked previously for the Publisher, or the employee may elect to take dismissal pay provided by Article XI.

(d) An employee who bumps into a lower classification shall be guaranteed only the top minimum for the lower classification.

(e) Employees dismissed to reduce the force and employees who have elected to bump into a lower classification shall be placed on a rehiring list. The Publisher shall fill all vacancies with persons from the list who have worked in the classification in which the vacancy occurs, in the order of seniority, before hiring from the outside. Notice sent by certified mail to a person on the list at the last address known to the Publisher shall be deemed sufficient; a copy of such notice shall be sent to the Guild by ordinary mail. Failure to acknowledge notice within 15 days except where the Publisher is notified by the Guild of unusual circumstances, shall relieve the Publisher of any further obligation in the given instance. A maximum of 3 weeks from the date of the notice shall be allowed for the person to report for duty on rehire.

Time spent on the rehire list does not count in computing seniority as to experience, for vacation, or for computing pension credit, because they were not employed by the Publisher. Accumulation of dismissal pay credits shall start with the date of rehiring.

A person rehired or reassigned under these provisions shall be paid at the pertinent minimum for the job to be filled and, while a dismissal under the provisions of Section 2 of this Article shall constitute a break in employment, except as hereinafter provided, the seniority of a person so rehired shall resume and run from the date of his last previous hire. While such a person on the list shall not be considered an employee, it is recognized that the Guild shall represent him as to the provisions of this Article.

The Guild and all employees shall be notified at least three months in advance of dismissal by way of sale or discontinuance of publication, or one month's compensation shall be paid to all employees in lieu of notice; or the Guild and all employees shall be notified at least two months in advance of dismissal by way of sale or discontinuance of publication, or two month's compensation shall be paid to all employees in lieu of notice; or the Guild and all employees shall be notified at least one month in advance of dismissal by way of sale or discontinuance of publication, or three month's compensation shall be paid to all employees in lieu of notice. Such notice or compensation in lieu of notice is distinct from and in addition to any dismissal pay due under Article XI.

Section 10.5 A new employee shall be probationary for a period of 90 calendar days unless the probationary period is extended by mutual agreement with the Guild, before the employee is considered a regular employee. If terminated, the employee shall not be entitled to any payment beyond wages, expenses and accrued vacation pay due. The termination shall not be considered as a dismissal.

Section 10.6 The Guild shall be given three month's notice of intent to introduce new or modified equipment, machines, apparatus, or processes, which will create new job classifications or alter the job content of existing job classifications. The parties shall immediately enter into negotiations for a mutual agreement governing the time and procedures for the introduction of such new or modified equipment, machines, apparatus or processes.

Section 10.7 There shall be no dismissal of or other discrimination against any employee because of his membership or activity in the Guild, or because of race, color, ancestry, religion, sex, national origin, citizenship, age, disability, military status, union activity, or other category as

protected by law. In addition, the Publisher agrees to comply with the provision of the Family and Medical Leave Act.

Section 10.8 Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by:

- (a) Dismissal for just and sufficient cause other than reduction of the force;
- (b) Resignation; and
- (c) Refusal to accept an offer of rehire into the classification in which he worked when dismissed; provided, that any period of employment for which dismissal pay actually has been paid, and not refunded, shall not be counted as employment in calculating dismissal pay which may become due again after rehire.

ARTICLE XI **DISMISSAL PAY & BENEFITS**

Section 11.1 Upon dismissal, except as hereinafter provided, an employee shall receive dismissal pay at the rate of one week's pay for each six months of full employment and pro rata for any portion that is less than any such six months. Dismissal pay shall not exceed 26 weeks pay. There shall be paid as a lump sum at the time of dismissal an amount not to exceed 10 weeks of pay or \$1,000.00, whichever is less, and the remainder due the dismissed employee shall be paid through the regular payroll cycle, or in the final week whatever fraction thereof is necessary to complete the payments. Such pay shall be at the highest weekly wages or the average commissions, or the highest combination of weekly wages and average commissions where the employee receives such a combination, in the 12 months preceding dismissal. Continuation of the employees current medical election will equal dismissal pay time, not to exceed 26 weeks or the age of Medicare eligibility.

Section 11.2 If an employee dies, the Publisher shall pay the employee's beneficiary, or his estate, if no beneficiary has been designated, an amount equal to the dismissal pay to which the employee would have been entitled upon dismissal at the time of death. Payment shall be made upon the same terms as dismissal pay is computed and payable as set forth in paragraph 1 of this Article. Such payment shall be less the amount of life insurance provided by the Publisher. The Publisher shall pay the premiums for such insurance.

ARTICLE XII **WORKPLACE VIOLENCE**

Section 12.1 The Publisher is concerned about the increase in violence in society, which has also filtered into many workplaces. In this regard, it is the Publisher's policy to expressly prohibit any acts or threats of physical violence or intimidation by any employee against any other employee on or about our premises or elsewhere at any time. The Publisher also will not condone any acts or threats of physical violence or intimidation against, or by vendors, suppliers or visitors.

Section 12.2 Any potentially dangerous situations must be reported immediately to the Editor. Please document your concerns in writing. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others on a need-to-know basis. Following the Publisher's investigation of the incident, the Publisher will address the matter with all individual parties on a need-to-know basis. The Publisher will actively intervene at any indication of possibly hostile or violent situations. Finally, any employee who violates this policy shall be subject to appropriate disciplinary action, up to and including termination. Any discipline shall be subject to the Grievance Procedure.

ARTICLE XIII **DRESS AND GROOMING POLICY**

Section 13.1 Purpose: The Publisher requires all employees to present a professional image to the public and those we serve. Accordingly, each employee is required to wear appropriate business attire while at the office or conducting business on behalf of the Publisher.

Section 13.2 Acceptable Attire: Employees should wear professional attire when meeting with members of the business community and other professionals or when attending formal events on behalf of the Publisher. Employees may dress in business casual when meetings or similar business is not scheduled for that day. Employees should consider their level of customers and public contact in the types of meetings they are scheduled to attend in determining the type of attire that is appropriate. Clothing should be clean and neat in appearance. Good personal grooming is essential; hair should be clean and neat.

Section 13.3 Professional Attire Of Men: Dress or grooming will be consistent with professionalism and the nature of the job performed. The professional attire for men includes business suits, sports jackets or blazers with coordinated slacks, collared shirts and dress shoes.

Business casual: acceptable attire includes sport coats; pressed slacks, sweaters, golf shirts, open-collar business shirts (no collarless shirts), and appropriate shoes.

Section 13.4 Professional Attire of Women: Dress or grooming will be consistent with professionalism and the nature of the job performed. The professional attire for women includes business suits, business dresses, coordinated skirts/slacks, blouses/blazers, and dress shoes.

Business casual: acceptable attire includes jackets, sweaters, pressed slacks, blouses and golf shirts, skirts, dresses, and appropriate shoes.

Section 13.5 Enforcement: This policy provides general dressing and grooming guidelines for employees. Supervisors and managers are responsible for applying and enforcing this policy within their departments. Any violations of the dress code policy will result in appropriate discipline.

ARTICLE XIV

RETIREMENT

As employees of the Archdiocese of St. Louis, the employees of the Publisher are covered by the "Retirement Plan" for the lay employees of the Archdiocese of St. Louis.

ARTICLE XV **TRANSFERS AND PROMOTIONS**

Section 15.1 No employee shall be transferred by the Publisher to another position, or job classification without the employee's consent. There shall be no reduction in wages or impairment of benefits as a result of such transfer, nor shall any employee be penalized for refusing to accept such a transfer or a promotion.

Section 15.2 No employee shall be transferred by the Publisher to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Publisher, or by a subsidiary, related or parent company of the Publisher, without the employees consent and payment of all transportation and other moving expenses of the employee and the employee's family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

Section 15.3 (a) Present employees will be given first opportunity to try out for vacancies in higher classifications, where qualified for such tryouts. Within one week after the Publisher formally gives notice of a vacancy, a present employee may make written application for such vacancy.

(b) When an employee is advanced to a position in a higher classification, the first six months in such position shall be a trial period. If, in the exclusive judgment of the Publisher, the employee does not qualify in the new position, the employee may at any time during the tryout period be returned to the employee's former classification or the employee's former position in the same classification and to the wages to which the employee would have been entitled if the employee had remained in such classification or in such position.

ARTICLE XVI **HOURS AND OVERTIME**

Section 16.1 The work week shall be 5-days and consist of 37½ hours through May 31, 2012. At that time the work week shall be 5-days and consist of 40 hours.

Section 16.2 For employees in Classifications B, C, D, and E of Article XXIV, the work day shall be 7½ hours (8 as of 6-1-2012). Schedules for which shall be posted two weeks in advance.

Section 16.3 For such employees in Classifications A, B, C, D, and E any work in excess of 40 hours in a week, or outside regularly scheduled hours shall be paid for at an overtime rate of time and one-half in additional wages.

Section 16.4 For employees in all classifications of Article XXIV; adjustments to their normal work schedule shall be provided two weeks in advance. The two week requirement may be waived by mutual agreement. As of the effective date of this agreement, any approved work in excess of 40 hours shall be compensated at time and one-half.

Section 16.5 The Publisher shall cause a record of all documented overtime to be kept. Copies of such record shall be given to the Guild on request.

Section 16.6 An employee required to return to work after a regular working day, or a day off, or during vacation shall be compensated for the time worked, plus all travel time, at the overtime rate or not less than 4 hours at straight time whichever is the greater.

ARTICLE XVII **HOLIDAYS**

Section 17.1 The following holidays shall be granted to all employees with full pay: New Year's Day, legal celebration of Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving Day, Christmas, Martin Luther King Birthday, and three (3) days mutually agreeable between the employee and supervisor.

Section 17.2 An employee required to work on any holiday shall be paid at the rate of time and one-half, in addition to his regular weekly salary.

Section 17.3 When a holiday falls on a regularly scheduled day off the employee shall be granted a paid day off, the day to be mutually agreeable between the employee and supervisor.

ARTICLE XVIII **VACATIONS**

Section 18.1 To be eligible for vacation after the first year of employment, full time employees must have received pay for 1500 hours including pay for holidays, sick time, vacations, etc., during the previous calendar year.

Part-time employees shall receive pro rata vacations based on the percentage of full-time hours they worked in the previous calendar year.

Section 18.2 Employees shall receive annual vacation with full wages, including commissions, according to the following schedule:

- One week's vacation for six month's service, this week will be the week between Christmas and New Year.
- Two weeks' for one year completed, one week of which will be between Christmas and New Year. Three weeks, after two years of service completed, one week of which will be between Christmas and New Year. Four weeks' after five years of service completed,

one week of which will be between Christmas and New Year. Five weeks, after fifteen years of service completed, one week of which will be between Christmas and New Year. The Publisher may by March 15 of each year designate an additional one week period for taking accrued vacations during a period between May 1 and October 1 as a summer Vacation shut down week. All vacation time with the exception of that between Christmas and New Year and that one week which may be designated as to summer vacation shut down week, will occur between January 1 and December 31, unless another time is mutually agreed upon.

Section 18.3 An employee whose vacation time includes a holiday shall receive an additional day of vacation at a date agreed upon by mutual consent.

Section 18.4 If an employee has not taken all of his/her vacation in any calendar year by Dec. 31, the remaining balance shall be forfeited. Scheduled vacation interrupted by personal or operation issues may taken in the subsequent year by mutual agreement between the publisher and employee.

Section 18.5 Upon termination of employment an employee (or the employee's estate in case of death) shall receive accrued vacation wages, including commissions, at the rate of one-twelfth (1/12) of the earned vacation for each month following the last previous anniversary date, plus wages for any vacation previously earned prior to the anniversary date but not previously taken.

Section 18.6 Choice of vacation dates shall be according to seniority in each department. Vacations shall be taken as a complete unit (although the Christmas vacation will be separated from the Summer vacation) or by mutual agreement with seniority rights exercised only once.

ARTICLE XIX **SICK LEAVE**

Section 19.1 Employees employed as of the effective date of this agreement shall retain all unused sick leave accumulated under previous agreements. To be eligible for sick leave after the first year of employment, full time employees must have received pay for 1500 hours including pay for holidays, sick time, vacations, etc., during the previous calendar year. Part-time employees shall receive pro rata sick time based on the percentage of full-time hours they worked in the previous calendar year. Employees shall accumulate additional paid sick leave in accordance with the following procedures:

- Employees with less than 1 year of service shall be eligible for 1 day of paid sick leave.
- Employees with more than 1 year of service but less than 2 years of service shall be eligible for 4 days paid sick leave plus any unused sick leave previously accrued
- Employees with more than 2 years of service but less than 3 years of service shall be eligible for 5 days paid sick leave plus any unused sick leave previously accrued.

Thereafter, the employee shall be eligible for 10 days paid sick leave annually plus any of the unused sick leave previously accrued. Sick leave may be used for illness. One-half of accrued sick leave may be used for family emergencies. Additional sick leave may be granted in the event of special circumstances at the discretion of the Publisher.

Section 19.2 The Publisher reserves the right to have examination made of an employee on such sick leave, at the Publisher's expense, by a physician selected by the Publisher. The Publisher may require a doctor's certificate to substantiate any claim for sick pay when said employee has been under a doctor's care or claims to suffer an illness that would normally require medical attention.

Section 19.3 Employees shall be required to keep their department manager informed as to any absence.

ARTICLE XX **HEALTH INSURANCE**

Section 20.1 For the term of this agreement, the Publisher agrees to make available insurance benefits for employees and their dependents which are equivalent to those benefits under the St. Louis Archdiocese Self Funded Employee Benefit Plan. The Publisher reserves the right to change insurance carriers during the term of this agreement provided benefit levels and participation requirements are equivalent to those in effect on September 1, 1984. New employees will be eligible for these benefits from their first 30 days of employment.

Section 20.2 Commencing on June 1, 2008, an individual choosing the individual plan will pay 15% of the total premium cost each year of the Agreement, while an employee choosing the employee-plus-family plan will pay 25% of the total premium cost. The employee contribution will be adjusted each year of the Agreement to reflect any increase/decrease in co-pay based upon the total premium costs.

Section 20.3 For employees retired prior to ratification of this contract, the Publisher will pay one-half the cost of Medical Coverage as provided in Section 1 of this Article from the time of a former employee's early retirement until the age of eligibility for Medicare, the acceptance of other employment, or the former employee's coverage under another medical program, whichever comes first. In no event shall the amount due exceed one-half the amount paid for health insurance for active employees. Upon reaching the age of eligibility for Medicare, a retired employee shall be repaid one-half the cost of Medicare coverage.

ARTICLE XXI **LEAVE OF ABSENCE**

Section 21.1 Upon request, the Publisher shall grant employees leave of absence for good and sufficient cause.

Section 21.2 If an employee is elected or appointed to any position in The Newspaper Guild or AFL-CIO, or local of The Newspaper Guild, or any organization with which The Newspaper

Guild is affiliated, such employee, in agreement with the Publisher, shall be given a leave of absence, and shall be reinstated in the same or a comparable job, if such job exists and the employee has greater seniority than the then occupant or any other claimant for the job. If the same or comparable job does not exist, the employee shall be given the opportunity to accept another assignment in the Publisher's employ for which he may be suited and qualified. If no job exists or can be found suitable for an employee returning from a leave he shall receive dismissal pay.

Section 21.3 Leaves of absence upon request shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild, AFL-CIO or any organization with which The Newspaper Guild is affiliated, and to delegates to special meetings called by The Newspaper Guild, or by any branch thereof or by any organization with which The Newspaper Guild is affiliated. Exceptions to the above are that only one from a department will be permitted to attend conventions.

Section 21.4 Time spent on such leave or leaves under Section 1 and 2 of this Article shall be excluded in computing dismissal pay, accrued vacation wages, or progression of part-time or full time employee in the wage scales.

Section 21.5 Members of the bargaining unit are eligible for maternity and paternity leave and the adoption benefit as defined by the Archdiocesan employee handbook and benefits administrative manual.

ARTICLE XXII **MILITARY SERVICE**

Section 22.1 An employee who has left or leaves the employment of the Publisher in order to serve with the Armed Forces of the United States Government shall be considered to be an employee on leave of absence. Any such employee, upon release from such service shall be restored within fifteen (15) days after application for reinstatement to the post formerly held by the employee or to a comparable post at the termination of the employee's leave of absence, with dismissal pay rating and other rights under this contract unimpaired. Such restoration shall be at the basic wages that would have been applicable to such individual employee under normal operation of the general progression schedule and under any general changes in wages or commissions, if the employee's employment had not been interrupted by such leave absence.

Section 22.2 Time spend in such service shall be considered service time with the Publisher in computing dismissal pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Publisher.

Section 22.3 An employee leaving for such service shall receive all vacation wages, including commissions due the employee, plus two weeks additional pay.

Section 22.4 If an employee, upon returning from such service, is found to be physically incapacitated to the extent that the employee is unable to resume former employment, the Publisher shall make reasonable efforts to place the employee in other mutually acceptable employment and

shall consult with the Guild thereon. If such other employment is not found, the employee shall receive dismissal pay.

Section 22.5 Application for resumption of employment must be made within 90 days after termination of such service, plus travel time from separation center to place of employment.

Section 22.6 An employee assigned to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to the employee's previous or comparable position and at wages no less than what would have received if service in the former classification had been continuous. An employee so assigned, and while such assignment is temporary, shall continue to accumulate experience credit in the classification from which the employee was assigned. In the event an employee so assigned is permanently assigned to the new classification the employee shall receive full experience credit in this classification for the period in which the employee has been engaged in it.

Section 22.7 An employee hired or assigned to replace one on military leave of absence or such service as covered by Section 1 of this Article shall be given a written notice to that effect at the time of employment or assignment. Notification shall also be sent the Guild. In each case the notice shall state whom the replacement employee is replacing. An employee hired for such replacement shall be covered by all the provisions of this contract except Sections 1, 2, 3, 4, 5, 6, and 9 of this Article.

Section 22.8 An employee hired as a replacement for one entering such service shall be given consideration in filling vacancies, other than those caused by employees entering such service, before new employees are hired. The determination of the qualifications of such a military replacement for said vacancy shall be at the sole discretion of the Publisher. Such a replacement employee transferred to such vacancy shall receive the then prevailing rate of pay for the classification to which the employee is transferred and shall be considered a permanent employee.

Section 22.9 Any employee who is a member of an organized reserve unit of the United States Armed Forces or the National Guard and who is ordered to report for a summer, or similar, training period or emergency duty in floods, storms, etc., and riots or other civil disturbances will be granted a leave of absence for such period. The Publisher will pay the employee, for a period of two weeks with travel, the difference between the employee's regular wages, including commissions, and the amount the employee receives from the Armed Forces during that period; provided, that such a leave shall not be granted more than twice in any calendar year.

ARTICLE XXIII **PART-TIME AND TEMPORARY EMPLOYEES**

Section 23.1 A part-time employee is one who is hired to work regularly less than the work week provided in this contract. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed six months. The Guild shall be notified in writing as to the nature of such project and its duration. If a project extends beyond six months the Guild will be notified by letter.

Section 23.2 Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, nor where, in effect, such employment would eliminate or displace a regular or full-time employee.

Section 23.3 Part-time employees shall receive all the benefits of this Agreement in proportion to the time they work. The annual negotiated increase will not be prorated.

Section 23.4 Temporary employees shall be covered by all the provisions of this Agreement except Article X, Security; Article XI, Dismissal Pay; Article XIV, Retirement; Sec. 1, Article XVIII, Vacations; Article XXI, Leaves of Absence; Article XXII, Military Service. If the temporary employment extends beyond six months, however, they shall be entitled to the benefits of Sec. 1, Article XVIII.

Section 23.5 Seasonal employees or supplementary employees employed for leaves of absence and illness shall be considered temporary employees or part-time temporary employees. If their employment is beyond six months they shall receive the benefits provided in Section 4 of this Article.

ARTICLE XXIV
WAGES

Section 24.1 Employees who are paid over minimum scale will receive the following increases: June 1, 2010 – 4%; June 1, 2011 – 3%; and June 1, 2012 – 4%.

Section 24.2 Minimum wages for employees hired after June 1, 2002.

Section 1. The following weekly minimum wages and job classifications shall be in effect in the following classifications:

(A) Reporters-Writers-Editors-Advertising layout personnel and Display Writing Representatives

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	962.22	1000.71	1030.74	1071.96
After 1st Year	1004.77	1044.96	1076.31	1119.36
After 2nd Year	1040.50	1082.12	1114.59	1159.17
After 3rd Year	1069.15	1111.91	1145.27	1191.08
After 4th Year	1100.08	1144.09	1178.41	1225.54
After 5th Year	1215.38	1264.00	1301.92	1353.99

* 2% will be reduced to 1.5% should the commission sales person position be eliminated.

(B-1) Production Assistant

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	679.59	706.78	727.98	757.10
After 1st Year	709.34	737.71	759.84	790.24
After 2nd Year	732.98	762.30	785.16	816.57
After 3rd Year	766.15	796.80	820.70	853.53

(B) Classified Telephone Solicitors and Ad Takers:

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	647.39	673.28	693.48	721.22
After 1st Year	656.04	682.29	702.75	730.86
After 2nd Year	661.92	688.40	709.05	737.41
After 3rd Year	724.04	753.00	775.59	806.62

(C) Secretaries, Bookkeepers and Clerk Librarians:

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	648.41	674.35	694.58	722.36
After 1st Year	655.61	681.83	702.28	730.38
After 2nd Year	661.51	687.97	708.61	736.95

(D) Telephone Operators, Clerks-Circulation, Clerks-Editorial:

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	634.49	659.87	679.67	706.85
After 1st Year	641.62	667.28	687.30	714.80
After 2nd Year	647.60	673.50	693.70	721.46

(E) Messengers:

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
1st Year	611.82	636.29	655.38	681.60
After 1st Year	617.79	642.50	661.77	688.25
After 2nd Year	627.36	652.45	672.03	698.91

(F) AD - Sales:

Experience	6-1-2009	6-1-2010	6-1-2011	6/1/2012
Base Compensated	1603.00	1667.12	1717.13	1785.82

**Plus 8% in sales commission*

Section 24.3 Base Semi-Monthly Salary of \$1603.00 plus an eight percent commission

- (a) Commission paid on the 15th for all sales from the prior month.
- (b) A quarterly adjustment for bad debt will occur.
- (c) An equitable distribution of call-in-sales will occur between all ad sales personnel.
- (d) By mutual agreement, adjustments can be made to the compensation model during the life of this agreement.

ARTICLE XXV
GENERAL WAGE PROVISIONS

Section 25.1 Experience in determining minimum wage categories means comparable employment in a similar capacity for any employer, taking into account the nature of the work performed. Experience with any employer but the Publisher shall not count toward credit on any section of this contract except Article XIV. No claim that an employee has not been properly credited for past experience as defined here need be considered unless it is submitted in writing within sixty (60) days after beginning the employment.

Section 25.2 No job classification shall be altered except by agreement of the parties concerned.

Section 25.3 Applicable minimum for new job classifications which may be established during the life of this agreement shall be determined by negotiations between the Publisher and the Guild.

Section 25.4 There shall be no reduction in wages or the method or present basis of computing commissions.

Section 25.5 Employees who work regularly in more than one classification shall receive not less than the minimum wages of the higher classification.

Section 25.6 Payment of wages, shall be made semi-monthly. Commissions will be paid on the 15th for the preceding months activity.

ARTICLE XXVI
EXPENSES

Section 26.1 Current practices employed by the Publisher shall be observed in the payment of expenses incurred by employees.

Section 26.2 Display Advertising Representatives shall receive \$415.00 per month, payable on the 1st day of each month.

ARTICLE XXVII
NO STRIKE CLAUSE

Section 27.1 During the life of this agreement, there shall be no picketing, strikes (including sympathy strikes), work stoppages, slow-downs, or concerted refusal to work engaged in by the union, its officers, agents, members or the employees covered by this agreement for any cause whatsoever, except as otherwise provided in this agreement. Notwithstanding this no strike clause, the employees shall not be required to cross picket lines where a strike is officially sanctioned by the Newspaper Guild. Any employee who participates in any action prohibited by this Article shall be subject to immediate discharge with only the question of whether a violation occurred being subject to the grievance procedure. This clause shall not prohibit unfair labor strikes.

ARTICLE XXVIII
MANAGEMENT RIGHTS

Section 28.1 It is understood that management retains the right to manage its business except as such rights shall be limited by and subject to the provisions of this agreement, federal, state, or municipal law and recognized past practices.

ARTICLE XXIX
COOPERATION

Section 29.1 The Publisher and Guild agree to cooperate in maintaining and improving safe working conditions for all employees.

ARTICLE XXX
MISCELLANEOUS

Section 30.1 An employee's byline shall not be used over the employee's protest.

Section 30.2 Bulletin Boards: The Publisher agrees to provide a bulletin board in the lunchroom which is easily accessible to all departments for the use of the Guild.

Section 30.3 Employees shall furnish the Publisher a description of any existing outside employment and, in the future, shall give the Publisher advance notice of any contemplated outside employment. Such activities outside of the working hours shall not consist of service performed for publications in direct competition with the Publisher. Recognized news agencies shall not be considered direct competition.

Section 30.4 No employee shall exploit his/her association with the Publisher without specific permission of the Publisher.

Section 30.5 Re-Use and Syndicated Compensation: When the product of an employee's work is made available by the Publisher to any enterprise for compensation, the Publisher shall share such compensation on a 50-50 basis.

Section 30.6 Jury Duty: Employees called to serve on juries shall receive their regular wages during periods of such jury service. An employee shall notify his/her department head immediately upon notification of a call to jury duty. Due to particular needs of the Publisher, an attempt may be made to have the employee excused from jury duty on occasion.

Section 30.7 Employees shall not be required to cross picket lines where a strike officially sanctioned by the Guild exists.

Section 30.8 In the event of a death in the immediate family of an employee covered by this Agreement such employee shall be entitled to take three workdays off without loss of pay, which shall include the day of the funeral for the purpose of attending the funeral and other matters pertaining to the death. Immediate family shall be defined as Father, Mother, Spouse, Father-in-law, Mother-in-law, Brother, Sister, Children, and Step Children.

In the event of the death of a Grandparent of an employee such employee shall be entitled to take one day off with out loss of pay for the purpose of attending the funeral. In the event of unusual circumstances the Publisher may grant additional funeral leave.

Section 30.9 The Publisher shall agree to establish on the effective date of this agreement a Flexible Spending Reimbursement Account that allows employees to contribute before tax dollars to cover child care and health care expenses.

ARTICLE XXXI
DURATION AND RENEWAL

Section 31.1 This agreement shall commence on June 1, 2009 and shall expire May 31, 2013.

Section 31.2 Within 90 days but not less than 60 days prior to the expiration date, the Publisher or the Guild may notify the other of the desire to negotiate a new agreement.

ST. LOUIS REVIEW

By: _____
Teak Phillips, Editor

ST. LOUIS NEWSPAPER GUILD

By: _____
Shannon Duffy, Business Representative