

Agreement

Between

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

And

Union Communications/UNICOM•ARC

July 25, 2005 through July 24, 2009

This agreement dated July 25,2005, is entered into between Union Communications Corporation (also known as UNICOM•ARC, hereinafter referred to as the Employer) and the St Louis Newspaper Guild, CWA 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 III.

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 I – Intent and Purpose

1. 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 II – Coverage

##### *Collective Bargaining Representative*

1. The Employer recognizes the Guild as the sole and exclusive collective bargaining representative for its artists, writers, and account executives except for the President, Controller and any other who may become stockholder/partners in the corporation. Should this occur, however, such stockholder/partner/officers will maintain an Associate Membership in the Guild. The Guild will be notified of such a change in status.

##### *Guild Work*

2. Work presently being done and similar work contracted for by the Employer except that the Employer maintains the right to use free-lance writers on special projects as is the tradition and pattern in the public relations field. While management will not use free-lance writers to replace a permanent employee, it retains the flexibility to meet sporadic work load increases by the hiring of appropriate free-lance writers. Any free-lancer that works in-office on a regular basis will be required to pay Associate Member dues to the Guild. Free-lancers are not subject to any benefits of this agreement.

Article III – Guild Shop and Dues Deduction – COPE Check off

1. The Employer shall require as a condition of employment of each employee that that employee be, and remain, a member of the Guild in good standing no later than the 31<sup>st</sup> day following the date of his employment or the day of the execution of this agreement, whichever occurs later.
2. There shall be no interference or attempt to interfere with the operations of the Guild.
3. 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 10<sup>th</sup> 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.
4. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT

and

AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

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 Guild not later than the 10<sup>th</sup> day 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 supercedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

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

\_\_\_\_\_  
Date

*Authorization for COPE Checkoff*

5. Upon an employee's voluntary written assignment, the Employer shall deduct a COPE check off annually with the payment made to the Guild not later than the 10<sup>th</sup> 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 Union Communications Corporation and/or UNICOM•ARC 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 my Employer and the St. Louis Newspaper Guild in writing of my desire to do so.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

#### Article IV – Hiring

1. The Employer shall notify the Guild of each vacancy and shall give consideration to applicants supplied by the Guild. The Employer, however, may hire applicants from any source.
2. 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 with the exception of Employers who are under contract with the agency. In this case, UNICOM•ARC's agreement with the Employer shall prevail unless said employment will not terminate the client's relationship with UNICOM•ARC.

#### Article V – No Discrimination

1. 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, sex, sexual orientation, or physical or mental handicap unrelated to the ability of the individual.
2. There shall be no dismissal of or other discrimination against any employee because of his membership or activity in the Guild.

#### Article VI – Information

1. 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 of each new employee.
2. The Employer will notify the Guild of resignations, retirements, terminations and deaths of employees covered by this agreement.
3. 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 VII – Grievance Procedure

1. The Guild and the Employer shall designate a committee of its own choosing not to exceed two (excluding the Guild's Executive Secretary) from each side to take up with the Employer or authorized agent any matter arising from the application or interpretation of the provisions of this Agreement.
2. The Employer agrees to meet with the committee within 15 days after request for such meeting. Efforts to adjust grievances shall be made on company time.

3. 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 subject to arbitration, 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.

4. The arbitrator shall be selected from a panel of seven recommended by the Federal Mediation and Conciliation Service. The Employer and the Guild shall alternately strike one name, with the party requesting the arbitration striking first, until only one name remains on the panel. The remaining name shall be the Arbitrator.
5. 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 prior to exhausting all of the steps of the grievance procedure. Employees will not be disciplined or have reprisals taken against them for honoring an authorized picket line.

#### Article VIII – Security

1. There shall be no dismissals except for just and reasonable cause, and there shall be no dismissals as the result of putting this Agreement into effect. The Guild and the employee shall be notified in writing as soon as practical as to the reasons for the said dismissal but in no case not later than seven days after the dismissal.
2. Dismissals by department due to a reduction of the work force shall be made in reverse order of department seniority taking into consideration the employee's skills and abilities to perform the required work with the burden of proof on the Employer. The Employer will make every attempt to give four weeks notice to employees affected by a dismissal to reduce the work force.
3. 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 and his/her skills and abilities based upon service in the department in which the vacancy occurs.
  - a) 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.

4. An employee rehired shall be paid the current rate of pay for the job title.
5. Any employee may be dismissed during a 90-day probationary period without recourse to Article VII – Grievance Procedure.
6. 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.
7. 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.

#### Article IX – Seniority

1. 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 decreases in staff an employee's seniority, skills and abilities shall be considered with the burden of proof on the Employer. Promotions shall be made on the basis of an employee's skills and abilities, as determined by the Employer. However, if no skill or ability difference exists (with burden of proof on the Employer), seniority will prevail.
2. 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 cause;
  - c) When an employee does not report for work within five (5) consecutive days upon recall from the rehire list without notice to the company, or without satisfactory reason for not giving notice.
  - d) The employee must report for work no later than two calendar weeks after notifying the Employer of his 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.
  - e) Remaining on a department rehire list longer than 18 months.

## Article X – Holidays

1. Each employee shall have the following holidays with full pay: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and one personal holiday.
2. 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, that day to be mutually agreed upon by both the employee and the Employer.
3. The Employer will close between Christmas and New Year's under the following conditions:
  - a) This will be at the Employer's discretion based on the potential workload for the coming year. In some cases, there may be an upcoming campaign that might require working that week. However, the Employer agrees to make every effort to close this week.
  - b) This week will not be added to the vacation schedule.
  - c) This week cannot be used as an adjunct to an existing vacation schedule unless that schedule abuts this specific week.
  - d) If an employee has to work this week, they will be given future comp time.

## Article XI – Vacations

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

After one year – 2 weeks  
After three years – 3 weeks  
After ten years – 4 weeks  
After twelve years – 5 weeks

Earned vacation periods greater than one week, can be taken in successive or split weeks that are mutually agreeable to both Employer and employee.
2. The vacation period shall be between January 1<sup>st</sup> and December 31<sup>st</sup>, and the Employer shall, insofar as practical, arrange the vacation schedule at time 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.

3. Vacations will be scheduled on the basis of department 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 that will produce a conflict with the schedule will be made only when both employees are in agreement, regardless of the employee's seniority.
4. Eligible employees may take pay in lieu of vacation if mutually agreed by Employer and employee. Any vacation not taken by December 31<sup>st</sup> must be paid by the Employer unless the employee prefers to defer the vacation until the following year with the Employer's concurrence.
5. An employee whose vacation time includes a holiday shall receive an additional day of vacation.
6. Employees will receive their vacation pay the last work day prior to their going on vacation.
7. If an employee is terminated for any reason after having qualified for vacation, but before it was taken, the employee will be paid vacation pay due.
8. If an employee retires or dies after having worked or had earnings in at least six months of the current year, he or his estate receive ½ of the vacation due him in the following year for which he may have otherwise qualified but for such retirement or death.

#### Article XII – Sick Leave

1. Sick pay shall be accordance with past practice.

#### Article XIII – Employee Welfare

1. It is agreed that the bargaining authority for the St. Louis Newspaper Guild Local 36047, Office and Professional Employees Local 13 and St. Louis Typographical Local 8, relating to insurance matters, shall be delegated to a committee call the Health Care Coordinating Team (hereinafter called the "Team").
2. 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 that 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. needs to be handled outside the normal period of negotiations for the specific Labor Agreement.

3. Should any change in the Group Insurance Plan be necessary for consideration, the following process is agreed to:
  - a) The Team shall be comprised of one union representative plus one representative for 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 a part of that union's team. Each representative shall have one vote and a unanimous vote shall decide all issues put before the Team. All delegates must be present before a quorum exists. In the event the vote is not unanimous, the insurance coverage shall remain unchanged and the Employer agrees to continue the present Group Insurance Plan for employees and dependents.
  - b) 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.
  - c) Bargaining over insurance issues can only take place within the 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 unanimous consent of the Employer and the Team.
  - d) If accepted, the proposed changes will go into effect on the annual renewal date as dictated by the insurance carrier.

#### ARTICLE XIV - Pension

1. The Employer agrees to contribute \$25 per week per employee to the Newspaper Guild International Pension Fund for the duration of this Agreement.

#### ARTICLE XV - Leaves of Absence

##### *Personal Leaves*

1. 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.
2. 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.
3. A leave of absence can be extended for an additional period of up the thirty (30) calendar days if there is good reason and the extension is approved by the Employer.

##### *Union Leaves*

4. 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. The time spend 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 the Agreement.

5. 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.
6. An employee designated by the Guild to attend a negotiating meeting or other meeting between the Employer and The Guild, shall be released for that purpose without loss of pay.

*Failure to Return From Leave*

7. 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*

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

*Maternity Leave*

9. Maternity leave of up to at least six months without pay shall be granted upon request. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without her consent, on account of pregnancy; nor shall there be any penalty for pregnancy. The beginning and end of leave shall be at the discretion of the employee. An employee returning from unpaid leave shall be reinstated in her job at the salary she would have received had her employment with the Employer been continuous. An employee returning from leave, paid or unpaid, shall be reinstated in her job with full credit toward severance pay accrual, experience rating, and other length of service benefits.

## ARTICLE XVI - Military Service

1. 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.
2. 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.
3. An employee leaving for such service shall receive accrued vacation pay.
4. 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.
5. Application for resumption of employment must be made within 90 days after termination of such military service.
6. 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. All of the above such leave(s), an employee 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 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 XVII - Part Time & Temporary Employees

1. A part time or temporary employee shall not be employed to displace a regular full time employee.

### ARTICLE XVIII - Bereavement Pay

1. In the event of a death in an employee's immediate family, he 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 (1) day following the day of funeral.
2. Immediate family will be construed to mean: mother, father, brother, sister, grandparents, stepmother, stepfather, children, spouse, stepchildren and mother, father, brother and sister in-laws.

### ARTICLE XIX - Jury Service - Witness Appearance

1. An employee who is called for jury service or witness appearance shall be excused from work for the days on which he serves and he shall receive the difference between his 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 XX - Expenses & Equipment

1. The Employer shall pay authorized, legitimate expenses incurred by an employee in the service of the Employer and shall compensate for the use of an automobile in the service of the Employer at the current rate allowed by the Internal Revenue Service
2. Necessary working equipment as determined by the Employer shall be provided to an employee and paid for the by 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 XXI - General

1. 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.
2. 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.
3. Outside activity. Employees shall be free to engage in activities outside working hours not in competition with the Employer.

4. No employee shall exploit the Employer's publications without specific permission of the Employer.
5. 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.
6. Any and all work created by the employee during his tenure with the company is considered the property of the Employer and shall not be used by the employee in anyway either during or after his employment without the expressed written permission of the Employer. This will in no way prohibit an employee, or former employee, from displaying specifically his/her work to a prospective Employer.
7. Employees shall not be required to work under conditions that are unsafe or present a hazard to the health to an employee.
8. Any employee who quits will make every attempt to give two weeks notice.

#### ARTICLE XXII- Duration and Renewal

1. This agreement shall be in effect for four years from July 25, 2005 through July 24, 2009, both inclusive.
2. 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 July 24, 2009 the new Agreement shall be made retroactive to July 25, 2009.
3. 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 XXIII- Pay

1. There shall be a 3% increase in weekly pay upon signing of the agreement and a 3% raise each year thereafter on the anniversary date of the contract.
2. Employees shall be paid on the 15th day and 30th day of each month; however semimonthly salaries are to be computed on the basis of the weekly salary multiplied by 52 divided by 24. If payday falls on a weekend, employees shall receive their checks on the preceding Friday.
3. For those employees who so desire, paychecks can be directly deposited to the employees' bank accounts. Employee will notify the Employer in writing if they

want direct deposit. Since this is a new procedure, the implementation of this process will happen as quickly as possible.

4. There shall be not pay cuts due to putting this agreement into effect.

ARTICLE XXIV - Severance Pay

Upon termination of employment due to economic conditions, an employee shall receive severance pay on the basis of one week's pay for each year worked up to a maximum of four weeks pay. However, such pay will not be required if an employee is discharged because of theft, quits, retires, is on probation, discloses Employer's confidential information or fails to remain in good standing with the Guild.

ARTICLE XXV - Work Week

The work week shall consist of five days totaling 40 hours except during a week containing a contractual holiday in this event such work week shall be reduced eight hours for each contractual holiday observed.

Signed:

Edward M. Finkelstein  
President  
Union Communications/UNICOM•ARC

James Light  
Executive Secretary  
St. Louis Newspaper Guild

Andrew Duttlinger  
Unit Chairperson  
St. Louis Newspaper Guild