

AGREEMENT BETWEEN

**THE WASHINGTON-BALTIMORE NEWSPAPER GUILD
THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC**

And

CATHOLIC NEWS SERVICE

January 1, 2008, through December 31, 2009



Table of Contents

AGREEMENT	3
ARTICLE I COVERAGE.....	3
ARTICLE II GUILD SHOP	3
ARTICLE III DUES DEDUCTION	4
ARTICLE IV HIRING	5
ARTICLE V INFORMATION.....	5
ARTICLE VI GRIEVANCE PROCEDURE.....	6
ARTICLE VII SECURITY.....	7
ARTICLE VIII SEVERANCE PAY	9
ARTICLE IX RETIREMENT	10
ARTICLE X LONG-TERM DISABILITY AND LIFE INSURANCE.....	10
ARTICLE XI TRANSFERS AND PROMOTIONS.....	10
ARTICLE XII HOURS AND OVERTIME	12
ARTICLE XIII HOLIDAYS	13
ARTICLE XIV VACATIONS	13
ARTICLE XV HEALTH.....	15
ARTICLE XVI LEAVES OF ABSENCE.....	16
ARTICLE XVII MILITARY LEAVE.....	18
ARTICLE XVIII PART TIME AND TEMPORARY EMPLOYEES	19
ARTICLE XIX MINIMUM SALARIES	20
ARTICLE XX GENERAL WAGE PROVISIONS.....	21
ARTICLE XXI EXPENSES AND EQUIPMENT	22
ARTICLE XXII MISCELLANEOUS.....	22
ARTICLE XXIII HIRING, TRAINING AND EDUCATION.....	23
ARTICLE XXIV DURATION AND RENEWAL.....	24

AGREEMENT

This Agreement Is made this 14th day of December, 2007, between the Catholic News Service, hereinafter known as the Employer, and the Washington-Baltimore Newspaper Guild, a local (#32035 chartered by The Newspaper Guild-Communications Workers of America AFL-CIO) hereinafter known as the Guild, for itself on behalf of all the employees of the Employer described in Article I.

ARTICLE I COVERAGE

This Agreement covers all employees of the Employer In the following departments of the Employer, except as provided in Section 2:

1. All persons working for the Employer in Its Washington, D.C., office In the News, Photos/Graphics, Business, Information Services, Operations and Special Projects Departments.
2. The following are excluded from this Agreement: Director and editor In chief, Director's Administrative Assistant, General News Editor, Visual Media Manager, Special Projects Manager, Business Manager, Operations Manager, and Information Services Manager.
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) Any kind of work similar in skill, or performing similar function, as the kind of work either normally or presently performed in said unit.
 - (c) Any other kind of work assigned to be performed within said unit.

ARTICLE II GUILD SHOP

1. The Employer shall require as a condition of employment 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.

2. There shall be no Interference or attempt to interfere with the operations of the Guild.

ARTICLE III DUES DEDUCTION

1. Upon an employee's voluntary written agreement, the Employer shall deduct biweekly from the biweekly 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. The Employer assumes no responsibility either to the employee or the Guild in the event that, through inadvertence or error, it shall fail to remit on schedule in any instance.

2, The dues deduction authorization shall be made upon the following form:

ASSIGNMENT AND AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

TO: The Catholic News Service, hereinafter known as the Employer

I hereby assign to the Washington-Baltimore Newspaper Guild, hereinafter known as the Guild, and authorize the Employer to deduct biweekly from any salary earned or to be earned by me as his/her employee, an amount equal to all my Guild membership dues, as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild not later than the 10th 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 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 or for the period of each succeeding applicable collective agreement 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 collective agreement 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.

I agree to save the Employer harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to the Washington-Baltimore Newspaper Guild pursuant to the terms of this authorization.

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

Witness _____ Employee's signature _____

Date

ARTICLE IV HIRING

1. The Employer shall notify the staff and the Guild of all vacancies and shall give full consideration to the hiring of any candidates supplied by the Guild; CNS shall make such notification as soon as possible after learning of the vacancy. Vacancies shall be filled promptly. If a vacancy cannot be filled within sixty (60) calendar days of the departure of the former employee, CNS will notify the Guild in writing of the reason for the delay.

2. New employees shall have a tryout period not to exceed 180 calendar days.

3. The Employer and the Guild agree to continue their present practice of affirmative action in the application of fair employment practices at all levels of employment. The Employer shall hire and the Guild shall admit to membership persons without regard to age, sex, race, color, national origin, marital or parental status, or political beliefs, The Employer shall continue to actively recruit women and members of minority groups for all positions covered by this contract. Hiring standards shall not exceed those required to perform the job.

4. The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to the employees of the Employer.

ARTICLE V INFORMATION

1. Upon request, the Employer shall supply the Guild a list containing the following information for all employees Within the Guild's jurisdiction:

- (a) Name, address, sex, minority group, date of birth,
- (b) Date of hiring,
- (c) Classification,
- (d) Experience rating and experience anniversary date,
- (e) Salary, including the precise formula for any commission or bonus arrangement, or other forms of compensation.

2. Upon occurrence for au employees within Guild jurisdiction, the Employer shall notify the Guild in writing of:

- (a) All merit increases granted by name of employee, individual amount, resulting new salary, and effective date.
- (b) Step-up increases paid by name of the employee, individual amount, resulting new salary, and effective date.
- (c) Changes In classification, any salary changes by reason thereof, and effective date.
- (d) Resignations, retirements, deaths and any other revisions in the data listed in Section 1, and effective dates.

3. Within thirty (30) days after the hiring of a new employee within Guild jurisdiction the Employer shall furnish the Guild In writing the data specified in Section 1 for each new employee.

4. The Employer shall supply the Guild full information as to hiring and promotional standards and procedures, and any changes.

ARTICLE VI GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application of this Agreement or affecting the relations of employee and Employer.

2. The Employer agrees to meet with the committee within five (5) working days after request for such meeting. Efforts to adjust grievances shall be made on company time.

3. A grievance must be filed in writing within twenty (20) working days of the matter giving rise to the grievance, or within twenty (20) working days of when the Guild knew or reasonably should have known of the matter.

Once a grievance has been filed, the Employer, employee and the Guild will have twenty-five (25) working days to confer and resolve the grievance. If, upon conference, the Employer and the Guild are unable to agree as to the proper disposition of the case, the grievance may be referred to arbitration under the terms of this Agreement no later than fifteen (15) working days after the end of this twenty-five (25) working day period.

4. 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 twenty-five (25) working days of when the grievance was filed may be submitted to final and binding arbitration by either party. Notice of intent to arbitrate must be made no later than fifteen (15) working days after the end of this twenty-five (25) working day period. Such arbitration shall be

conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. 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.

5. Except in cases of willful neglect of duty or gross misconduct, conditions prevailing prior to an action or circumstance which results in a grievance shall be maintained unchanged pending final settlement of the grievance as provided herein.

ARTICLE VII SECURITY

1. There shall be no dismissal of any employee with 180 or more calendar days of employment except for just and sufficient cause. In such cases, the Guild and the employee shall be notified in writing at least twenty (20) working days in advance of each dismissal with specifications of the facts alleged to constitute just and sufficient cause. No notice will be given in cases of willful neglect of duty and gross misconduct. Upon receipt of notice of discharge, or upon discharge where no notice is given, an employee may file a grievance using the procedures set forth in Article VI: Grievance Procedure. Discharge of new employees with less than 180 calendar day's employment shall not be subject to grievance or arbitration. The Employer may provide pay In lieu of any notice required under this section.

If the Guild refers a discharge to arbitration and if the Arbitrator renders an award that the discharge was not for good and sufficient cause, the Employer shall be obligated to restore the discharged employee to his/her position with full pay for the period from the date of the discharge to the date of reinstatement and with service record unimpaired. If, in a discharge for gross misconduct or willful neglect of duty, the Arbitrator shall find the employee properly discharged for good and sufficient cause but not for gross misconduct or willful neglect of duty, such employee shall receive severance pay as provided under this Agreement and notice pay to which he/she would have been entitled under this section.

2.

(a) In the event of a dismissal to reduce the force, as distinguished from a dismissal for just and sufficient cause, the employer shall notify the Guild and affected employee(s) in writing at least ninety (90) calendar days In advance of any such proposed dismissal. This notice shall include the economic reasons upon which the employer relies to establish the necessity for such dismissal.

(b) In cases of dismissal to reduce the workforce, the Employer shall accept voluntary resignations, in order of seniority, from employees in the classifications involved. Such employees shall be paid the amount of severance pay provided by Article VIII. The number of employees dismissed shall be reduced to the extent that the

necessary payroll saving has been achieved by resignations.

- (c) Remaining dismissals, if any, shall be made in the inverse order of seniority in the classification involved.
- (d) Employees dismissed to reduce the force shall be placed upon a rehiring list for two (2) years. Such list will be maintained by the Guild. Before filling a vacancy with a new employee, the Employer shall notify the Guild of such vacancy, the Guild shall supply the Employer with the name or names of persons on the rehire list to be notified of said vacancy. The Employer, before filling that vacancy, shall notify the employee(s) supplied by the Guild by certified mail of such vacancy at the employee's last known address. If within ten (10) working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee's name shall be removed from the rehiring list and the employee need not be any longer considered for re-employment, In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment, in the order of their seniority in the classification or classifications within which the vacancy occurs. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on a rehiring list by dismissed employees shall not constitute breaks in continuity of service for purposes of seniority, but need not be counted as service time in computing severance pay, leave pay, or participation in the USCCB pension or benefits plan. A dismissed employee on the rehiring list shall be entitled to receive, at the Employer's expense, continued health insurance (Article XV, Section 4) at the established group rate for the same number of weeks of severance pay they are entitled to under Article VIII, or until the employee becomes eligible for substantially equal or superior health insurance from a new employer, whichever comes first. Employees accepting a voluntary layoff under Article VII, Section 2 (b) shall also be entitled to the health insurance extension. Dismissed or voluntary layoff employees receiving health benefits from the USCCB must inform CNS when they become eligible for substantially equal or superior health benefits with a new employer. Failure to notify CNS will result in immediate terminations of health benefits regardless of obligations stated above.
- (e) An employee rehired under (d) shall be paid the applicable minimum for the classification into which the employee is rehired plus whatever dollar differential above minimum the employee was paid when dismissed.
- (f) Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) resignation or (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed. An employee promoted or transferred to a position with the Employer outside of the Guild's jurisdiction and who remains continuously employed by the Employer may return to the Guild

bargaining unit and retain the employee's seniority at time of promotion or transfer, provided that any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.

3. 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 one 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 severance pay due under Article VIII.

4. Whenever new processes or equipment will result in reduction in force under Section 2(a) of this Article VII, other than by attrition, the Employer agrees to give ninety (90) calendar days notice to the Guild when the new equipment is ordered or the new process decided upon in order to give the Guild the opportunity to discuss with the Employer means by which the effects of the change may be ameliorated. In the event new equipment or processes shall result in substantial changes in the job content of current job classifications, the Guild or the Employer shall initiate discussions related to the effects thereof. In the event that any full-time employee is displaced because of the adoption of improved methods or the installation of new equipment, or the use of a new process, such employee will be given, wherever practicable, the opportunity to be retrained at the Employer's expense to meet the Employer's needs for employment resulting from either new job opportunities or those that result from normal turnover, or given first consideration for an open position in a comparable classification for which the employee qualifies. If the displaced employee cannot be retrained for job opportunities within the employer's service, or offered a comparable position outside the Employer's service, the Employer agrees to pay for retraining the displaced employee up to a maximum of \$2,000.

5. No employee shall be discharged as a result of the execution of this Agreement.

6. There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, marital or parental status, political activities or political belief.

7. There shall be no imposition of unreasonable acceleration, commonly known as a speedup, or unreasonable duties upon an employee.

ARTICLE VIII SEVERANCE PAY

1. Upon involuntary termination of employment, except in cases of willful neglect of duty or gross misconduct, an employee shall receive severance pay in a lump sum equal to three (3) weeks' pay for every year of service or fraction thereof, such pay to be computed at the highest weekly compensation received by the employee during service with the Employer. An employee who is terminated by way of economic dismissal shall

receive six (6) weeks of severance pay regardless of length of service, in addition to severance pay to which the employee is entitled by length of service. The maximum weeks of severance pay will be fifty-two (52) weeks.

ARTICLE IX RETIREMENT

All full-time and part-time employees working 25 or more hours per week who are eligible will participate in the Pension Plan offered by the United States Conference of Catholic Bishops (USCCB) in accordance with the provisions of the Plan. The Plan may be amended at any time by the USCCB without bargaining or arbitration with the Guild provided that any such amendment will not adversely affect benefits accrued or vested as of the date of any such amendment. CNS shall give the Guild notice at least thirty (30) calendar days before making any such amendment.

Additionally, the Employer will offer an option for full-time and part-time employees working 25 or more hours per week to enhance their retirement by joining a tax deferred annuity plan, if and as offered by the United States Conference of Catholic Bishops.

ARTICLE X LONG-TERM DISABILITY AND LIFE INSURANCE

The Employer shall provide for all full-time and part-time employees working 25 or more hours per week long-term disability insurance if and as offered by the United States Conference of Catholic Bishops and shall offer the opportunity to participate in the Conference group life insurance plan, if and as offered by the United States Conference of Catholic Bishops.

ARTICLE XI TRANSFERS AND PROMOTIONS

1. No employee shall be transferred by the Employer to another enterprise in the same city, or to another city, whether in the same enterprise or in other enterprises conducted by the Employer, or by a subsidiary, related or parent company of the Employer, without the employee's consent and payment of all transportation and other moving expenses of himself/herself and 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.

2. No employee shall be transferred by the Employer to another position, job classification, district or territory without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, nor shall any employee be penalized for refusing to accept such a transfer.

3.

(a) When seeking to fill vacancies in existing or newly created staff positions, the Employer will, whenever practicable, give first consideration to present employees.

(b) Before filling any vacancy from the outside for positions covered by this contract, the Employer shall post notices of such vacancy on the bulletin board provided by the Employer for the use of the Guild.

4.

(a) An employee advanced to a position in a higher classification or to a position in the same classification at a higher regular weekly salary shall be given a trial period of 120 calendar days, which period may be extended by agreement with the Guild. During such trial period a promoted employee shall receive at least the minimum in the new classification to which the employee advanced. During such trial period the employee may elect to return to the classification from which he/she advanced without penalty or prejudice. The Employer shall notify the employee in writing within 30 working days and 120 calendar days after the employee's promotion or transfer whether the employee's performance is satisfactory or unsatisfactory. A copy of such notification will be furnished to the Guild.

(b) At the end of such trial period, the employee shall be confirmed in the classification to which the employee advanced or transferred, unless the employee has not satisfactorily performed the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced or transferred. If not so confirmed, the employee shall be returned to the classification from which the employee advanced or transferred without penalty or prejudice.

(c) An employee hired above the minimum provided for the employee's actual experience shall receive the experience level nearest to the employee's rate of pay.

5. The Employer agrees that, in the event a senior employee in the lower classification is not to be promoted to fill a vacancy in a higher classification, such employee shall be notified upon the employee's request as to the reason or reasons therefore, and shall be informed for his/her guidance as to whether he/she is considered likely to be found suitable for such promotion at a future date.

6. An employee promoted or transferred to a position with the Employer outside of the Guild's jurisdiction and who remains continuously employed by the Employer may return to the Guild bargaining unit, provided there is an available position and the employee is successful in being hired into such position, and retain the employee's seniority at the time of promotion or transfer for calculating seniority under Article VII, Section 2(f). The Employer shall credit such an employee with the employee's entire continuous service

for calculating benefits such as vacations or retirement, for example.

ARTICLE XII HOURS AND OVERTIME

1. The workweek shall consist of five (5) days, thirty-five (35) hours, except that employees working a compressed workweek may work fewer than five days.
2. Except for employees working a compressed workweek, the workday shall be seven (7) hours falling within eight (8) consecutive hours.
3. The Employer shall pay for all overtime work at the rate of time and one-half in wages. Overtime shall be defined as work beyond the unit of hours in the work day, or days in the work week, or any work performed outside of the work schedule posted in accordance with Section 5 of this Article XII,
4. An employee who returns to work after the employee's work day or a full-time employee who works on a scheduled day off shall be paid at the overtime rate for the time worked, but for not less than four (4) hours.
5. Work schedules of days and hours shall be posted two (2) weeks in advance of the week for which they apply, except in case of an office emergency or late-breaking news development.
6. The Employer shall keep a record of all overtime. Copies of such record shall be given to the Guild on request.
7. Travel time to and from an out-of-town assignment shall be considered time worked, with time off at straight time.
8. If on an out-of-town assignment an employee works on other than a regularly scheduled workday, the employee shall be paid for no less than four (4) hours at the rate of time and one-half, the payment to be made in wages or, with manager's approval, in compensatory time off at time and one-half.
9. On an Employer-approved extraordinary out-of-town assignment, excluding normal work assignments, the Employer agrees to pay for overtime worked the equivalent of up to three (3) hours per regular work day of such an assignment at time and one-half, the payment to be made in wages or, with manager's approval, in compensatory time off at time and one-half; overtime worked beyond the equivalent of three (3) hours per regular work day shall be compensated as compensatory time off at time and one-half, For the purposes of this section and the preceding section a regular day is Monday through Friday, excluding holidays under Article XII of this agreement.

ARTICLE XIII HOLIDAYS

1. Each employee, starting with their first day of employment, except as otherwise provided in this contract, shall have the following holidays with full pay: New Year's Day, Martin Luther King Jr.'s Birthday, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day and the employee's birthday.

When two holidays fall on the same day, an additional day off shall be granted to the employee, the date to be mutually agreed on by the employee and the Employer.

Holidays falling on Saturdays will be observed on the preceding Friday; holidays falling on Sundays will be observed on the following Monday.

The Employer and the Guild also agree that it is the practice of the Employer to grant additional holidays recognized by the United States Conference of Catholic Bishops whenever conditions of the Employer permit.

2. An employee required to work on a holiday shall be paid at the rate of time and one-half In addition to the employee's regular earnings.

3. Every effort shall be made to rotate holiday work equitably with due consideration for the requirements of publication. Copies of such holiday schedules shall be given to the Guild upon request.

ARTICLE XIV VACATIONS

1. Employees shall be on a calendar-year basis for vacations,

2. Full-time employees shall be eligible as of January 1st following their employment to vacation with regular pay, to be taken in the ensuing calendar year, computed on the basis of one and one-half work days of vacation with pay for each month or fraction of a month of continuous employment, to a maximum of ten (10) working days, prior to said January 1st, However, an employee entering the service of the Employer on or before May 1st shall be eligible for seven (7) working days of vacation upon completion of five months of continuous employment, these seven (7) working days of vacation to be deducted from vacation due on January 1 following employment. Thereafter, full-time employees shall be eligible for thirteen (13) working days of vacation with pay after each January 1st, except as provided below, such vacation to be taken prior to December 31 in each calendar year.

- (a) Full-time employees completing two years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for fifteen (15) working days of vacation with pay.
- (b) Full-time employees completing five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty (20) working days of vacation with pay,
- (c) Full-time employees completing eight years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty-one (21) working days of vacation with pay.
- (d) Full-time employees completing eleven years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty-two (22) working days of vacation with pay.
- (e) Full-time employees completing fourteen years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty-three (23) working days of vacation with pay.
- (f) Full-time employees completing seventeen years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty-four (24) working days of vacation with pay.
- (g) Full-time employees completing twenty years continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for twenty-five (25) working days of vacation with pay.

3. Vacations shall be arranged according to seniority. Employees have the right to take their vacation during the period of May 15 to September 30. It is recognized that the Employer may schedule vacations in a manner that will assure proper staffing.

4. An employee whose vacation time includes a holiday shall receive an additional day of vacation.

5. Upon termination of employment an employee shall be entitled to and shall be paid vacation credit pay on a pro rata basis. In the case of the death of an employee, the unused portion of vacation, if any, accrued to the date of death, shall be paid upon request to the legal representative of such deceased employee upon presentation of legal proof of death and of the qualifications of such representative.

6. Employees may save five (5) days of vacation per year up to a maximum of twenty (20) days to be added to a subsequent year's vacation to create an extended vacation. Such extended vacation shall be taken subject to the operating requirements of the department involved but may not be unreasonably withheld.

7. Should an employee become (U) during the scheduled vacation period and remain ill for at least five (5) vacation days, the time off will be charged to sick leave rather than vacation, upon presentation of a doctor's certificate to the Employer.

8. An employee who requests vacation pay in advance may receive it, provided that the request is made in writing to the Office of Human Resources at least 45 days in advance of the date on which a paycheck would be issued during the employee's scheduled vacation. No employee may make more than two such requests during a single calendar year.

ARTICLE XV HEALTH

1. (a) Sick leave with full pay shall be granted to all employees at the rate of fifteen (15) days per year with an accrual of unused sick leave up to a maximum of ninety (90) days.

(b) Leaves for doctor's and dentist's appointments which cannot be scheduled other than during regular working hours and illnesses which occur while the employee is in the service of the Employer shall be granted and charged against sick leave as stated above. However, only the actual amount of time used shall be charged for sick leave.

(c) A sick-leave bank is available to any eligible Guild-covered employee who has depleted his or her sick leave. An eligible employee may withdraw only five days or more from the sick bank upon medical certification of the employee's illness or incapacity. Use of the sick bank is not intended to duplicate or substitute for disability benefits. Sick leave and the sick-leave bank, when combined, may not exceed ninety (90) working days due to a specific illness or injury.

(d) After thirty (30) consecutive working days of sick leave, the Employer may notify the disability carrier that the employee may be subject to long term disability.

2. No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the employee.

3. An employee may use sick leave to care for his/her sick minor child, parent, parent-in-law, or spouse. An employee may also use sick leave to care for a sibling when the employee is the primary caregiver. An employee who misses more than five (5) consecutive work days to care for a family member listed above may be required to present the Employer a medical certificate stating that such care was needed.

4. The Employer shall provide to full-time and part-time employees working 25 or more hours per week, health insurance, including dental and vision care offered by the United States Conference of Catholic Bishops. Effective the first full month after signing of this agreement, eligible employees participating in the plans shall pay the same monthly

employee premiums as non-Guild CNS employees pay except Guild-unit employees participating in the family plan shall pay seventy-five percent (75%) of the non-Guild family plan employee premium.

All co-pays, deductibles and coinsurance required by the health plan will be paid by Guild employees. All Guild employees will pay the same co-pays, deductibles and co-insurance as non-Guild CNS employees pay for the same care.

Except for changes required by law, changes in health insurance are subject to negotiation between Employer and Guild.

CNS shall continue to offer a Flexible Spending Account for health care expenditures, if and as offered by the USCCB,

5. The Employer shall keep noise in the office at a level that will not cause aural or other injury.

6. Unless prevented from doing so by conditions, circumstances or regulations beyond its control, the Employer shall provide a well-lit, properly ventilated and properly heated/air conditioned office of adequate size, free of extraordinary or extraneous disturbances. The Employer shall ensure that its premises are in conformity with federal, state and local health and safety laws and regulations. The Employer shall make every reasonable effort to ensure optimum working conditions, including consideration of special needs of employees who operate Video Display Terminals in the regular performance of their duties.

ARTICLE XVI LEAVES OF ABSENCE

1. Upon request the Employer may grant employees leaves of absence without pay for good and sufficient cause.

2. If an employee is elected or appointed to any position in The Newspaper Guild-Communications Workers of America, or any organization with which The Newspaper Guild-CWA is affiliated, such employee, upon the employee's request, shall be given a leave of absence without pay for a period not to exceed one (1) year and shall be reinstated in the same or a comparable position upon the expiration of such leave. Not more than one employee shall be on such leave of absence at any one time.

3. Leaves of absence without pay for periods of up to one (1) week, not to exceed seven (7) weeks in a calendar year shall be granted upon request to employees elected or appointed delegates to conventions of The Newspaper Guild-CWA, AFL-CIO or any organization with which The Newspaper Guild-CWA is affiliated, and to delegates to special meetings called by The Newspaper Guild-CWA or by any branch thereof or by

any organization with which The Newspaper Guild-CWA is affiliated. No more than two employees shall be on such leaves of absence provided for in Section 3 and the preceding Section 2 at any one time.

4.

(a) Maternity leave of up to ninety (90) calendar days with pay shall be granted to full-time and part-time employees working 15 or more hours per week who request it. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without the employee's consent because of pregnancy; nor shall there be any penalty for pregnancy. An employee returning from maternity leave shall be reinstated in the same or a comparable position.

(b) Paternity leave with pay of up to ninety (90) calendar days shall be granted to full-time and part-time employees working 15 or more hours per week who request it.

(c) The provisions of this Section 4 of Article XVI apply equally to natural and adoptive parents.

5. (a) Employees shall be granted up to three (3) working days with pay for death in the family.

(b) Employees shall be granted up to five (5) working days leave with pay for death in the family requiring overnight travel.

(c) "Family" shall be defined as: member of the employee's Immediate family (spouse, child, mother, father, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law), employee's guardian (if applicable), mother-in-law, father-in-law, and spouse's grandparents, sister-in-law, brother-in-law and legal ward.

6. Leaves provided for in this Article shall not constitute breaks in continuity of service in the computation of severance pay, vacations and other benefits under this contract, but leaves under Sections 1 and 2 of this Article may be deducted in computing severance pay.

7. Employees may take a personal absence with pay for extraordinary circumstances such as, but not limited to, the following: The conduct of necessary business that can be attended to only during regular working hours; an emergency requiring the employee's presence; snow and other inclement weather; transportation disruption. Each employee may choose to take the equivalent of three (3) days of such personal absences with pay each year. Time off for personal absence in excess of that shall be charged to vacation or absence without pay, at the employee's option. Employees will submit written notification in advance of personal absences when possible. Personal absences with pay shall not be considered time worked for purposes of overtime, One day of unused personal absence time may be carried forward at the end of the year.

ARTICLE XVII MILITARY LEAVE

1. Any employee who has left or leaves the employment of the Employer to serve actively with the United States Armed Forces or for any other public service that is recognized as a substitute for military service shall be deemed on leave of absence without pay. The employee shall, upon termination of such service, be returned to the same or comparable position held before entering service at a salary not lower than the existing minimum scale for the employee's job classification plus any general increases the employee would have received; provided the employee makes personal application for reinstatement within ninety (90) days of termination of service.
2. Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the employer.
3. An employee leaving for such service shall receive accrued vacation pay.
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 the employee's 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 ninety (90) days after termination of such service plus up to one (1) week of travel time from separation center to place of employment.
6. An employee promoted to take the place of one entering such service may, upon the resumption of employment of such employee, be returned to his/her previous position and at a salary no less than what the employee would have received if the employee's service in the former classification has been continuous. An employee so promoted, and while such promotion is temporary, shall continue to accumulate experience credit in the classification from which the employee was promoted. In the event of a subsequent permanent re-promotion to the same classification the employee shall receive full experience credit in such new classification.
7. An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except reinstatement rights under this military service clause. The replacement employee, on entering such service, shall be given pro-rata vacation pay, and upon his/her return from such service shall be placed on the rehiring list provided for in this Agreement.
8. An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling vacancies which may arise. If such an

employee is displaced by the return of a regular employee from military service, he/she shall be placed on the rehiring list provided for in this Agreement.

9. An employee hired or promoted as replacement for an employee entering such service shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee he/she is replacing, and a copy of such notice shall be sent to the Guild.

10. Leaves of absence with supplemental pay shall be granted to employees 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 provisions except Sections 3 and S shall apply to all such service herein. Resumption of work after such service shall be made as soon as possible.

ARTICLE XVIII PART TIME AND TEMPORARY EMPLOYEES

1. A part-time covered employee is one who is hired to work regularly less than 35 hours per week but more than 15 hours per week. Part-time covered employees shall be paid at a rate per hour which is at least the pro-rata equivalent of the minimum salary scale for the classification in which the work is performed and the experience rating with which the employee has been credited. Part-time covered employees shall advance on the schedule of minimum salaries based on hours worked and shall receive all benefits, except as otherwise excluded in this contract. Part-time employees shall not be employed for work normally or appropriately performed by a full-time employee, nor where in effect, such employment will eliminate or displace a full-time employee, Employees who regularly work 15 hours a week or less are exempt from all terms of this Agreement.

2. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months. The Guild shall be notified in writing as to the nature of such project and its duration, In the event employment beyond the three-month period is deemed necessary, the Employer shall notify the Guild and the Guild and the Employer will agree upon an appropriate extension period. Temporary employees shall be exempt from all the terms of this contract but shall be considered permanent employees if their employment exceeds the three-month time limit or the extended time limit agreed upon by the Guild and the Employer. Temporary employees shall not be employed for work normally or appropriately performed by permanent employees, nor where In effect, such employment would eliminate or displace a permanent employee.

ARTICLE XIX MINIMUM SALARIES

Classification: Newsperson

Effective dates	1/1/2008	1/1/2009
1st yr	\$ 850.97	\$878.62
2nd yr	\$ 965.66	\$997.04
3rd yr	\$ 1,080.34	\$1,115.45
4th yr	\$ 1,195.03	\$1,233.86
5th yr	\$ 1,309.71	\$1,352.27

Classification: Photographer

1st yr	\$ 847.68	\$875.23
2nd yr	\$ 935.92	\$966.34
3rd yr	\$ 990.41	\$1,022.60
4th yr	\$1,044.93	\$1,078.89
5th yr	\$1,099.46	\$1,135.19

Classification: Information Specialist, Graphic Artist

1st yr	\$844.83	\$872.29
2nd yr	\$906.46	\$935.92
3rd yr	\$959.23	\$990.41
4th yr	\$1,012.04	\$1,044.93
5th yr	\$1,064.85	\$1,099.46

Classification: Accounting Clerk, Operations Technician, Graphics Technician

1st yr	\$657.98	\$679.37
2nd yr	\$762.32	\$787.09
3rd yr	\$866.64	\$894.80
4th yr	\$970.95	\$1,002.51

Classification: Operations Assistant

1st yr	\$576.95	\$595.70
2nd yr	\$598.93	\$618.40
3rd yr	\$628.89	\$649.32
4th yr	\$660.33	\$681.79

ARTICLE XX GENERAL WAGE PROVISIONS

1. Experience Definition: In the application of the foregoing schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title and experience rating at the time of employment, transfer or promotion, and the Guild notified in accordance with the provisions of Article V. An employee paid a salary above the minimum provided for the employee's actual experience shall receive an experience rating which conforms to the employee's salary. An employee advancing through the schedule of minimums shall receive the increase provided thereby on each anniversary of employment in the employee's classification, except that an employee whose salary falls between minimum brackets shall have his/her experience step-up in proportionately shorter time. The date of such earlier advancement shall become the employee's anniversary date for subsequent step-up increases.
2. There shall be equal pay for equal work.
3.
 - (a) The content of a job may be altered by agreement of the parties on the new content and applicable minimum.
 - (b) Should the Employer create a new job, it shall furnish the Guild with information on job content, and the parties shall negotiate a new minimum. If agreement on appropriate job content and minimum cannot be reached, the Guild may submit the controversy to final and binding arbitration under Article VI.
 - (c) New minimums shall be effective on the date new job content is effective.
4. Higher Classification Work: An employee who is assigned by the Employer responsibilities in a higher classification shall receive at least the minimum in the higher classification next higher than the employee's regular salary for the period of the assignment. An employee who is assigned by Employer responsibilities for work in an excluded position shall receive at least 15 percent above the employee's regular weekly earnings for the period of the assignment.
5. No Pay Cuts: There shall be no reduction in pay. The term pay means all forms of compensation, including the bases and rates for computing commissions and bonuses.
6. Maintenance of Differentials: An employee paid above the top minimum of the employee's classification shall maintain the same dollar differential above the new top minimum of the employee's classification when minimums are increased. When an employee is promoted from a lower classification to a higher classification, any differential in pay received by the employee in the lower classification shall be carried to the higher classification if the employee's new salary in the higher classification is less

than the total of salary and differential in the lower classification.

7. Merit Increases: The minimum salaries established herein are minimums only; individual merit shall be acknowledged by increases above the minimums. The Employer shall review the salaries of all employees at least every six (6) months for merit increase purposes.

8. Feedback: At least once each calendar year, the Employer will discuss with each employee his or her performance.

9. Payment: Payment of wages shall be made biweekly by check or direct deposit at the employee's option.

ARTICLE XXI EXPENSES AND EQUIPMENT

1. The Employer shall pay all 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 rate established by the United States Conference of Catholic Bishops.

2. Necessary working equipment shall be provided to an employee and paid by the Employer.

ARTICLE XXII MISCELLANEOUS

1. Bulletin Board: The Employer agrees to provide a bulletin board suitably placed for the use of the Guild.

2. Strikes: Employees shall not be required to handle struck work or work destined for struck departments or shops, nor shall they be required to cross picket lines.

3. Jury Duty and Witness Appearance: Employees called to serve on juries or to testify at a court proceeding shall receive their regular wages and benefits for the time spent on jury duty.

4. It is mutually agreed by the Employer and the Guild that such practices as (a) forcing men and women to distort facts for a purpose; (b) causing them to write as their own convictions matters which are contrary to such convictions; (c) requiring employees against their will to work under conditions endangering their lives or safety; (d) agreements between employers not to employ members of each other's staff; or (e) the required use of the employee's Influence for any purpose other than to obtain material for the use of the reporter's newspaper, are contrary to sound journalism and are countenanced by neither the Employer nor the Guild.

5. Voting Time: An employee required to work on Election Day during the hours polls are open shall receive (1) hour off with pay at the beginning or conclusion of the normal work day to enable the employee to vote.

6. Outside Activity: No employee shall make unethical use of the employee's relationship with the Employer. No employee shall make separate profit from work done for the Employer without specific permission of the Director. Employees shall notify the Employer in advance of any contemplated outside employment. Such employment shall not consist of services performed for agencies in competition with the Employer or for publications in competition with clients of the Employer. Neither shall such employment consist of services performed for clients of the Employer or for current prospective clients of the Employer. Nor shall such employment be engaged in if it affects the employee's capacity to discharge normal duties in the service of the Employer.

7. Guild members shall be free to express their opinions on all relevant matters during staff meetings.

8. It is the practice of the Employer to extend to the Guild, whenever conditions of the Employer permit, benefits not covered by this contract which may be offered from time to time by the United States Conference of Catholic Bishops.

9. The Employer shall provide for eligible employees participation in the child-care subsidy program if and as offered by the United States Conference of Catholic Bishops.

10. Telecommuting: Telecommuting and other flexible work arrangements (FWA), such as compressed workweeks, may be approved mutually between the Employer and the Guild, The Employer reserves the right to discontinue a FWA upon thirty (30) days notice due to circumstances or problems that make the plan unworkable.

11. Bylines: An employee's byline or credit line shall not be used over his/her protest.

12. Parking, Mass-Transit Option: The Employer agrees to continue to provide free parking at its premises. The Employer also agrees to offer to employees covered by this agreement other commuting options, if and as offered by the United States Conference of Catholic Bishops to its employees.

ARTICLE XXIII HIRING, TRAINING AND EDUCATION

1. The Employer shall give consideration to the hiring of unskilled minority and unemployed in appropriate classifications which give them the best opportunity for continued employment.

2. The Employer shall pay the cost of educational courses approved by the Employer which will improve the skills of the employee in the employee's present job or train the employee for promotion to higher positions.

ARTICLE XXIV DURATION AND RENEWAL

1. This agreement shall commence on the first day of January, 2008, and expire on the 31st day of December, 2009.

2. Within ninety (90) days prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect until such negotiations are lawfully terminated. If such negotiations have been initiated at least sixty (60) days prior to the termination of this Agreement, and those negotiations have not resulted in a new contract prior to January 1, 2010, then the new contract shall be made retroactive to January 1, 2010.