

**AGREEMENT  
BETWEEN LABOR WORLD, INC., AND  
MINNESOTA NEWSPAPER GUILD  
TYPOGRAPHICAL UNION, TNG-CWA LOCAL 37002,  
AFL-CIO**

This agreement is effective the 1st day of April 2023, between Labor World Inc., hereinafter variously referred to as "EMPLOYER," through the medium of its undersigned representative, and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, AFL-CIO, hereinafter known as the "GUILD," for itself and on behalf of all the employees of the EMPLOYER as described in Article 1.

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## **Article I: COVERAGE**

1. This agreement covers all employees of the EMPLOYER in the following units or departments: Editorial.
2. The kind of work either normally, or presently, performed within the unit covered by this contract, and new or additional work either (1) assigned to be performed within the said unit, or (2) of the same nature in either skill or function as the kind of work either normally or presently performed in the said unit, is recognized as the jurisdiction of the GUILD, and the performance of such work shall be assigned to employees within the GUILD'S jurisdiction. The foregoing does not limit nor waive the GUILD'S legal right to represent and bargain for other employees or other units.
3. Successorship. During the term of this agreement, the provisions thereof shall be binding upon the EMPLOYER and its successors and assigns except or until The Labor World, ceases to either print or publish, through any media, The Labor World or any successor product under another name.

## **Article 2: GUILD SHOP**

1. The EMPLOYER 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 the date of hiring.
2. Upon an employee's voluntary written assignment, the EMPLOYER shall deduct from the earnings of such employee and pay to the Guild not later than the tenth 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 dues rates furnished to the EMPLOYER by the GUILD.

## **Article 3: HIRING**

The EMPLOYER shall hire employees possessing the required skills without regard to age, sex, race, creed, color or national origin.

## **Article 4: INFORMATION**

The EMPLOYER shall supply the GUILD on request with a list containing the following information for all unit employees on the payroll:

- (a) Name, address, and 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 arrangements, or other forms of compensation.

## **Article 5: GRIEVANCE PROCEDURE**

A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

**Step 1. Informal:** An effort shall be made to resolve the grievance between the employee and the immediate supervisor. An aggrieved employee may have a Guild Representative assist an employee with Step 1, -the employee requests assistance from the GUILD.

**Step 2.** If a settlement is not reached in Step 1, and the employee and/or the authorized Guild representative wishes to initiate a formal grievance, it shall be set forth in writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the President of the Labor World,. Within seven (7) calendar days after receiving the written grievance, the President shall arrange a meeting with a Guild Representative with or without the grievant, and attempt to resolve the grievance. The President shall give a written answer to the designated Guild Representative(s) within ten (10) calendar days of the meeting.

**Step 3.** If as a result of the written response in Step 2, the grievance remains unresolved, the Employer or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty (20) calendar days after the Employer's written answer is due. If mediation is requested, such mediation shall be conducted and completed before either party submits a grievance to arbitration. Either party can submit the dispute in writing to final and binding arbitration within thirty (30) calendar days following the conclusion of unsuccessful mediation (unless both parties mutually agree to extend the time limit).

**Step 4.** If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, and/or neither Party requests mediation, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate. The decision of the arbitrator shall be final and binding on all parties. If the parties are unable to agree on one arbitrator, either party may request a list of seven (7) prospective arbitrators from the Federal Mediation and Conciliation Service. Each party, shall in turn, strike one name until one name remains which identifies the selected arbitrator. The parties shall decide who strikes the name first by a coin flip. Either Party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. All expenses of the arbitration proceeding shall be shared equally between the two parties, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for compensation of its own representatives and witnesses.

All grievance shall be submitted in writing within thirty (30) days of first knowledge of their occurrence to receive consideration or they are barred.

#### **Article 6: SECURITY**

1. There shall be no dismissals except for just and sufficient cause. Any employee may be dismissed during a 90-day probationary period without recourse to Article 5 of the contract.
2. There shall be no dismissal of or other discrimination against any employee because of the employee's membership or activity in the GUILD, nor because of the employee's perceived or actual sex, race, creed, color, national origin, religion, gender identity, age, marital status, sexual orientation, disability, public assistance status, veteran status, family responsibilities, matriculation or any other characteristic protected under federal, state or local law.

#### **Article 7: SEVERANCE PAY**

1. Upon the dismissal of any employee covered by this agreement for causes other than proven dishonesty or deliberate self-provoked dismissal, the EMPLOYER shall pay said employee as dismissal compensation a lump sum of money to be determined in accordance with the following schedule, computed at the average weekly wage received by the employee during the 12 months immediately preceding dismissal:

One week's pay after six months employment and one additional week's pay for each additional 26 weeks of continuous service or major fraction thereof, up to a maximum of twelve (12) weeks.

This provision shall not apply to extra or temporary employees. The resignation or voluntary transfer of any employee of The Labor World, Inc., shall not constitute a dismissal entitling the employee to severance pay.

2. Severance pay shall not be paid when an employee retires under the employee's pension plan.
3. The EDITOR shall be considered the senior-most employee of The Labor World, Inc., and shall be the last employee laid off due to publication discontinuance.
4. In the event of such discontinuance and subsequent republication of The Labor World newspaper, the EDITOR shall be the first employee rehired at a rate of pay and benefits equal to that when said employee was laid off.
5. Employees shall be required to give thirty (30) days' notice of termination of employment.

**Article 8: HOURS**

1. The 5-day, 40-hour week shall obtain.
2. The above section applies to full-time employees. Part-time employees shall work those parts of the regular work day and work week as designated by the EMPLOYER.

**Article 9: HOLIDAYS**

1. The EDITOR shall not be required to work on Sundays, nor the following holidays: Martin Luther King Day, Memorial Day, President's Day, Juneteenth, Fourth of July, one day in Labor Day week, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, the EDITOR's birthday, and two (2) personal leave days.
2. In the event the EDITOR must work on a Sunday or one of the holidays listed in Section I, the EDITOR shall receive a compensating day off at full pay. The EDITOR shall notify the Labor World Board of Directors when the compensating days off are scheduled or have been taken.
3. The EDITOR shall receive full pay for any holiday not worked.

**Article 10: VACATIONS**

1. Each full-time employee covered by this contract shall be entitled to annual paid vacations as follows:

<b>Years of Service</b>	<b>Vacation Earned</b>
Upon hire and on anniversary of hire: 1 year and 2 years	2 weeks (10 days)
On anniversary of hire: 3 years and 4 years	3 weeks (15 days)
On anniversary of hire: 5 years, 6 years and 7 years	4 weeks (20 days)
On anniversary of hire: 8 years or more	5 weeks (25 days)

2. An employee whose vacation time includes a holiday shall receive an additional day of vacation.
3. Vacation periods shall be scheduled to provide minimum disruption and continued efficiency of The Labor World newspaper.
4. All vacation must be taken within sixteen (16) months from the anniversary of hire date when that vacation time was earned.

5. Upon termination of employment, whether by resignation or discharge, the employee shall receive payment for vacation time accrued on a pro rata basis.

#### **Article 11: SICK LEAVE, HEALTH AND WELFARE**

1. The EDITOR shall be entitled to sick leave compensation commencing from the first day of absence due to illness or injury at said employee's regular rate of pay and at regular hours.
2. Sick leave shall be granted on the basis of up to nine (9) days per year. Unused sick leave shall accumulate in a bank, up to a maximum of eighty (80) days. The Labor World, Inc., may require a doctor's verification of illness or injury if said EMPLOYER has good cause for suspecting abuse of sick leave.
3. The Employer will continue to provide at no cost to the EDITOR short term disability and accidental death/disability coverage. If the EDITOR'S illness or injury is to such an extent that said employee receives payment of sick leave from said short term disability policy, The Labor World, Inc., shall pay the difference between this payment and the EDITOR'S regular weekly wage for a period not to exceed the equivalent of eighty (80) working days. Sick leave paid during the period before payment from the health and welfare fund commences shall not affect the normal nine (9) days per year, as specified above.
4. The EMPLOYER shall pay 80 percent per month of the cost for a satisfactory health and welfare and dental plan for full-time employees and for full-time employees with dependents.
5. In the event of absence of the EDITOR from work because of injury, illness or other leave stipulated in Article 12 of this agreement, the Labor World Inc. shall continue to make the required contributions to the health and welfare and dental plan for a period of eighty-seven (87) working days from the date on which the employee leaves active employment due to the above.
6. The EDITOR shall be granted up to three (3) days funeral leave with pay in the event of a death in the immediate family. The immediate family shall be defined as a spouse, parents, child, brother, sister, father-in-law, mother-in-law. It shall only apply provided the EDITOR attends the funeral.
7. The EMPLOYER shall provide a \$10,000 term insurance program for all full-time employees, the cost of which shall be underwritten by The Labor World, Inc.

#### **Article 12: LEAVES OF ABSENCE**

1. Upon request, the EMPLOYER may grant the EDITOR an unpaid leave of absence for good and sufficient cause. Such a leave shall not exceed ninety (90)

days, unless by mutual agreement. The EDITOR shall give at least forty-five (45) days written notice to the Board of Directors for such a leave unless the time limit is waived by mutual agreement. Leaves of absence shall be without pay.

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, upon request, may be given an unpaid leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave.
3. Unpaid 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 organization with which The Newspaper Guild is affiliated.
4. New parent leave. An employee on new parent leave will receive full regular pay for up to six (6) weeks. The scheduling of the leave shall be at the discretion of the employee but must be within the first year following the birth of, or the adoption of the employee's child. The provisions of this article shall apply equally to natural and adoptive parents.

### **Article 13: MILITARY SERVICE**

1. Any employee who has left or leaves the employment of the EMPLOYER to enter military service of the U.S. Government or of any state, territory or federal district of the United States, shall be considered an employee on leave of absence, and on release from such service shall resume the employee's position or a comparable one with a salary no less than what the employee would have received if the employee's service with the publisher had been continuous.
2. If an employee, upon return from 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 and shall consult with the Guild thereon.
3. Applications 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.
4. An employee promoted 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 position and at a salary no less than what the employee would have received if the employee's service in the former classification had 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 for the period in which the employee has already been engaged in such new classification.

5. 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.
6. Leaves of absence shall be granted to employees for training service with the National Guard and the Army, Navy, Marines, Air Force and Coast Guard Reserve. The publisher shall pay to such an employee the difference between service pay and the pay the employee would have received during the employee's absence in such service, not to exceed a period of two weeks per year.

#### **Article 14: MINIMUM SALARIES**

The following minimum weekly salary shall be in effect:

EDITOR \$961.54

Through the life of this Agreement, the Editor shall receive a three percent (3%) wage increase on each anniversary date of hire. (Upon ratification of Agreement, the 2023 wage increase will be retroactive to April 1, 2023.)

#### **Article 15: GUILD JURISDICTION**

The GUILD asserts its right to bargain on behalf of newly established positions, and on behalf of individuals who may in the future hold such positions, whether in advertising or otherwise.

#### **Article 16: EXPENSES AND EQUIPMENT**

1. **EXPENSE ALLOWANCE.** All expenses incurred during the performance of the Editor's duties shall be reimbursed after review and approval of the Board of Directors of The Labor World, Inc.
2. **TRANSPORTATION.** Beginning in April 2020, the Employer shall provide a monthly vehicle allowance in the amount of \$400 to the Editor. The Editor shall be reimbursed for vehicle insurance coverages in an amount not to exceed \$600 in a six (6) month period. The employee shall furnish proof of vehicle insurance including a description of coverages and costs to the Employer.
3. **MOBILE DEVICES.** Effective the first full month following ratification of this Agreement, the employer will reimburse each employee monthly one hundred (\$100) dollars to help defer expenses related to mobile communications.



## **Article 17: RETIREMENT**

The employer shall pay into the Newspaper Guild International Pension Plan or such successor fund as may be established by mutual agreement between the employer and the Guild for each full-time employee in the Guild's jurisdiction amounts according to the following schedule: As per Memorandum of Agreement signed between the parties dated December 4, 2020, adopting the Preferred 2.0 Schedule of the November 18, 2020 Rehabilitation Plan (RP2020): The contribution rate of \$99.4163 per week will continue for the five year term of Guarantee Period, effective January 1, 2021 (see MOA attached to this contract). In the event of absence from work of the EDITOR because of injury, illness, sickness or other leave stipulated in Section 13 of this agreement, payment shall continue at the rate stipulated above.

## **Article 18: MISCELLANEOUS**

1. **STRUCK WORK** - Employees shall not be required to handle struck work destined for struck departments or shops, to the extent permitted by law, nor shall they be required to cross picket lines.
2. **JURY DUTY** - Employees called to serve on juries shall receive in compensation from the EMPLOYER the difference in pay between their regular weekly salary and the amount received as members while serving on jury duty.
3. **SEPARABILITY** - If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
4. **ASSIGNABILITY** - The EDITOR shall not assign any interest in this agreement and shall not transfer any interest in this agreement (whether by assignment or novation) without the prior written approval of The Labor World, Inc.
5. **OUTSIDE ACTIVITIES** - An employee shall be free to engage in any activities or services during such time as the employee is not required to work for the EMPLOYER, provided that such activities or services do not interfere with or are not inconsistent with the performance of duties as an employee of The Labor World, Inc. The EDITOR shall notify The Labor World Board of Directors of any outside journalism work.
6. **CONTRACT SIGNING BONUS**: Upon ratification of this Agreement, the EDITOR shall receive a one-time lump sum of one thousand dollars (\$1,000).

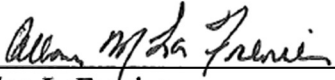
## **Article 19: DURATION AND RENEWAL**


1. The agreement will expire on March 31, 2026.

2. The EMPLOYER or the GUILD may initiate negotiations for a new agreement to take effect April 1, 2026, by giving written notice to the other party at least 90 days in advance of said date. The terms and conditions of the current Collective Bargaining Agreement, as herein modified, shall remain in effect until such negotiations are lawfully terminated.

**Labor World, Inc.**

**MN Newspaper & Communications Guild**

  
\_\_\_\_\_  
Allan LaFrenier

  
\_\_\_\_\_  
Candace Lund

Date: 05/18/23

Date: 5/18/2023

(attach to final contract the signed MOA on pension- signed 12.04.2020)