

AGREEMENT

Between

**Minnesota Newspaper & Communications
Guild
TNG-CWA Local 37002**

and

WR Books, Inc

May 1, 2022-April 30, 2027

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CONTRACT

This contract is effective the 1st day of May, 2022, between WR Books, Inc, hereinafter known as the Employer, and the Minnesota Newspaper & Communications Guild, a Local (37002) chartered by The Newspaper Guild-Communications Workers of America (AFL-CIO) hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article I. This contract is binding upon the parties, their successors, and assigns.

ARTICLE I. COVERAGE

1. The Employer recognizes the Guild as the exclusive bargaining agent for all employees of the Employer.
2. The jurisdiction of the Guild is defined as performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, and shall be assigned only to employees covered by this contract:
 - a) The kind of work either normally or presently performed by employees of WR Books, Inc;
 - b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed for the Employer; and,
 - 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 of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following either (1) the date of the first Guild Shop contract legally enforceable under the Labor Management Relations Act, or (2) the date of hiring, whichever is later.
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 assignment, the Employer shall deduct weekly from the weekly earnings of such employee and pay to the Guild not later than the 15th day of each month an amount equal to Guild initiation fees, dues, and assessments. Such amounts 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.
2. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: WR Books, Inc

I hereby assign to the Minnesota Newspaper & Communications Guild, and authorize the Employer to deduct weekly from any salary earned or to be earned by me as an employee, an amount equal to Guild

initiation fees, dues and assessments 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 Minnesota Guild not later than the 15th 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 you and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable 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 are voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues, and assessments.

_____ Employee's signature

_____ Date

ARTICLE IV. HIRING

1. The Employer shall notify the Guild of each vacancy and shall give full consideration to the hiring of candidates supplied by the Guild.
2. The Employer shall hire employees without regard to age, gender, race, creed, color, national origin, marital or parental status, family relationship, sexual preference, political activities or political belief, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated. The Employer shall actively recruit women and members of protected classes as defined by Minnesota statute for all positions covered by this contract. The Employer's hiring standards shall not exceed those required to perform the work.
3. The Employer agrees not to have or enter into an agreement with another employer binding such other employer not to offer or give employment to an employee of the Employer.

ARTICLE V. INFORMATION

1. The Employer shall supply the Guild on request with a list containing the following information for each employee:
 - a) Name, address, sex, race or ethnicity (when provided), pronouns (when provided), date of birth, and Social Security number.
 - b) Date of hiring.

- c) Classification.
- d) Hourly rate and other forms of compensation.

2. The Employer shall notify the Guild monthly in writing of:

- a) Merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.
- b) Changes in classification, salary changes by reason thereof, and effective date.
- c) Resignations, retirements, deaths, and other revisions in the data listed in Section 1, and effective dates.

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

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

5. The Employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal, or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file.

ARTICLE VI. GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or authorized agent any matter arising from the application of this contract or affecting the relations of an employee and the Employer. Such matters shall be taken up with the Employer's representatives within One Hundred Eighty (180) days after the event in question is known.

2. The Employer agrees to meet with the committee within five days after request for such meeting. Efforts to adjust grievances shall be made on Employer 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 arbitrable, not satisfactorily settled within 30 days of its first consideration, may be submitted to final and binding arbitration by either party. 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.

4. Upon request by the Guild, any matter described in Section 3 above shall be submitted to expedited arbitration. Such final and binding arbitration shall be conducted pursuant to the expedited labor arbitration rules of the American Arbitration Association. The costs of such expedited arbitration shall be borne equally by the parties.

5. 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. This provision shall not be subject to the grievance and arbitration machinery set forth in this Agreement but may be enforced in a court of appropriate jurisdiction on the initiative of the Guild.

ARTICLE VII. SECURITY

1. There shall be no dismissal except for just and sufficient cause. The Guild and the employee shall be notified in writing at least four weeks in advance of each dismissal with specifications of the facts alleged to constitute just and sufficient cause. This written notice is not required in the case of egregious employee misconduct.

2. An employee who has completed their probationary period shall not be discharged unless they have received at least two (2) verbal warnings and one (1) written warning. An employee may be discharged immediately, however, for being under the influence of alcohol at work; possession, sale, or use of illegal drugs at work; theft of money or credit card data; and repeated abusive behavior towards staff and/or customers. Disputes over discharge shall be subject to the grievance and arbitration procedure.

3. Any employee who has been regularly employed for at least six (6) months who desires to terminate their employment shall give the Employer two (2) weeks' notice. Should the employee not do so, the employee shall forfeit all claim to, but not exceeding five (5) days of, prorated vacation pay that may have accumulated. Employer and employee may waive such agreement, however.

4. A dismissal to reduce the force, as distinguished from a dismissal for just and sufficient cause, shall not be made unless and until the Employer establishes that such dismissal is necessary to insure survival of the business and all other means of economy have been exhausted, except that there shall be no dismissal as the result of introduction of new or modified processes or equipment.

5. The Guild and all employees shall be notified at least 60 days in advance of dismissal by way of sale, or of any reduction in force affecting 33 percent of the employees, or 60 days' compensation shall be paid to all employees in lieu of notice.

6. An employee who is laid off temporarily shall be notified of such lay-off at least two shifts prior to the effective date of lay-off. This shall not apply to an emergency condition caused by natural catastrophes or civil disturbance. Any employee laid off temporarily will be eligible for their accrued vacation pay, upon request.

7. There shall be no dismissals as a result of putting this agreement into effect.

8. There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor because of age, gender, race, creed, color, national origin, marital or parental status, family relationship, sexual preference, political activities or political belief, mental or physical disabilities, nor because of criticism of the Employer either orally or in print.

9. There shall be no imposition of speedup or unreasonable duties upon an employee.

ARTICLE VIII. RETIREMENT

Whenever it is possible, the Employer will contribute to an Individual Retirement Account, or similar vehicle, on behalf of its workers. Such contributions will be made equally to all workers with a year of service, as a percentage of their gross wages during the year.

ARTICLE IX. HOURS & OVERTIME

1. The normal work week for full-time employees will be five days of eight hours each, falling within nine consecutive hours. Two days off shall be specified and consecutive whenever possible.
2. The Employer shall pay for all overtime work at the rate of time and a half. Overtime shall be defined as work beyond the unit of hours in the work week.
3. An employee who works on a holiday at the request of the Employer shall be paid at the rate of double time for the hours worked. If it is mutually agreed upon by the Employer and employee, overtime rules may be altered in a compensatory time fashion to make up for missed hours or to shorten the work week. Similarly, an employee who works on a paid holiday may arrange to take compensatory time off with pay instead of paying at the double time rate.
4. When employees are required to travel and sell WR Books, Inc products at conferences or similar events, they will be compensated for all hours spent setting up, selling, and packing up the goods. Travel by car will be reimbursed at the Internal Revenue Service mileage rate in effect at the time. When employees go to a convention or other event on behalf of the Employer, they are encouraged to take compensatory time off (unpaid) in the week before or the week following the event.

ARTICLE X. HOLIDAYS

1. Each employee shall have the following holidays with full pay: New Year's Day, Martin Luther King Day, May Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas, and half of Christmas Eve Day. When a holiday falls on a Saturday, it shall be paid for and observed on the day before (Friday), and if the holiday falls on a Sunday it shall be paid for and observed the following day (Monday). Part-time employees will be paid for these holidays according to the hours they would have regularly worked on the holidays.
2. In the week in which one or more of these holidays fall, all time worked beyond the remaining work days or work hours shall be paid for at the overtime rate.

ARTICLE XI. VACATIONS

1. Vacations shall be granted on the basis of the number of months worked between the employee's hiring date anniversaries.
 - a) Employees with 1 year, but less than 2 years, of continuous service as of their anniversary date, shall be eligible for 2 weeks of paid vacation.
 - b) Employees with 2 years of continuous service, but less than 5 years as of their anniversary date, shall be eligible for 4 weeks of paid vacation each year.
 - c) Employees with 5 years, but less than 8 years of continuous service as of their anniversary date, shall be eligible for 5 weeks of paid vacation each year.

d) Employees with 8 years or more of continuous service as of their anniversary date shall be eligible for 6 weeks of paid vacation each year.

2. "Week of vacation" shall be defined as the equivalent of the employee's regular hours. Full-time employees will receive 40 hours of paid vacation per week; part-time employees will receive paid vacation equivalent to the number of hours they ordinarily work in a week. Such pro-rated vacation may be worked out as an average of the employee's hours in any given year.

3. Employees who terminate their employment or who are terminated, including employees who have worked the probationary period, shall have their unused vacation computed on the basis of 1/12 of their eligible vacation for each month worked. They are entitled to that vacation pay upon leaving the Employer. The Employer is not bound by this clause in cases of termination for egregious employee misconduct as defined in Article VII, section 3. In the event of the death of an employee, earned vacation credits shall be paid to the employee's estate or spouse.

4. An employee whose vacation time includes a holiday shall receive an additional day of vacation. The days off of each employee in the weeks preceding and following the employee's vacation shall immediately precede and follow the employee's vacation.

5. If an employee has not taken all of their vacation by Dec. 31, the employee can carry over such unused vacation time to a subsequent year, provided no more than one week of vacation is carried over.

ARTICLE XII. LEAVES OF ABSENCE

1. If mutually agreeable with the Employer and the Guild, the employee may be given an unpaid leave of absence for their convenience not in excess of ninety days, provided it is agreed to in writing and a copy is filed with the Guild.

2. If an employee is elected or appointed to a position in The Newspaper & Communications Guild or AFL-CIO, or local of The Newspaper & Communications Guild, or an organization with which The Newspaper & Communications Guild is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall 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. (a) An unpaid leave of absence upon request shall be granted to an employee elected or appointed a delegate to conventions of The Newspaper & Communications Guild, AFL-CIO or any organization with which The Newspaper & Communications Guild is affiliated, or as a delegate to special meetings called by The Newspaper & Communications Guild, or by a branch thereof or by an organization with which The Newspaper & Communications Guild is affiliated.

(b) 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.

4. An unpaid leave of absence shall be granted to an employee who requests such leave for the purpose of: (a) becoming a candidate for a public office or for an office in a political party; (b) serving in a public office or in an office of a political party; or (c) serving as a paid or volunteer worker for a public office holder or political candidate or party. Such employee shall be reinstated in the same or a comparable position upon expiration of such leave.

5. The Employer will grant unpaid parental leave for the birth, pre-birth complications, adoption, and/or foster care of a child. The commencement and duration of the leave of absence shall be based on the specific circumstance of the employee's pregnancy or adoption in accordance with Minnesota State Law Statutes 181.92 – 181.940 and 181.941.

6. An employee shall be permitted to have their work time reduced by up to at least 50 percent, in a manner determined by the employee, for a period up to one year, after the addition of a child to the employee's life (whether through adoption or childbirth).

7. An employee shall be granted leave without pay for family emergencies.

8. The Employer agrees to provide up to five days of the employee's scheduled workdays off, with pay, to any employee to attend the funeral of their spouse or domestic partner, and three days off for mother, father, sister, brother, and/or a child or children. Up to one day shall be granted for the death of a mother-in-law, father-in-law, or grandparents. If the funeral is out of state, other arrangements may be made concerning the days off. The definition of these family ties may be expanded to include people who act in lieu of these relatives.

9. For up to two weeks of jury duty or required court appearances, the Employer will pay the difference between jury pay and the employee's contract wage scale. The employee must report back to work whenever not assigned to jury duty during working hours. Failure to report back after being released from court during working hours shall constitute just cause for denial of differential pay for the specific time missed.

10. Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

ARTICLE XIII. PART-TIME & TEMPORARY EMPLOYEES

1. A part-time employee is one who is hired to work regularly 50% or less of the work week provided in this contract. A temporary employee is one employed for a special project or for a specified time, in either case, not to exceed three months. The Guild shall be notified in writing as to the nature of such project and its duration.

2. A part-time or temporary employee shall not be employed for work normally or appropriately performed by regular full-time employee (except to cover for them during scheduled absences), nor where, in effect, such employment would eliminate or displace a regular or full-time employee.

3. A part-time employee shall advance on the schedule of minimum salaries and shall receive all benefits depending on length of service according to the length of employment with the Employer, and not according to the actual hours worked.

ARTICLE XIV. WAGE SCALES

1. The minimum wage scales as hereinafter provided in this agreement shall continue during the life of the agreement.

2. Workers filling in on higher scale jobs temporarily shall be paid that scale if qualified, or shall receive the training schedule scale, if higher. Those on higher scales filling in on lower scales shall not suffer a loss in pay.
3. Temporary, part-time, and probationary employees will receive time and a half pay for all work in excess of 40 hours a week.
4. Employees who work less than 40 hours per week shall be entitled to holiday and vacation benefits based on a pro-rata computation of the number of hours they work, compared to full-time employment for the same period.
5. All employees begin with a six-month probationary period, during which time they receive the training wage outlined below. At the end of the probationary period, they shall receive the full minimum wage outlined in this agreement for their job classification or continue in the training program at the appropriate level of advancement. Their advancement will be determined in a job evaluation interview at the end of the probationary period.
6. The minimum hourly wage scales are the following (effective Jan 1, 2023):

Design/Layout Director	\$16.50
Mailroom/Ordering Specialist	\$16.50
Bookkeeper	\$16.50
Occasional Helpers	\$16.50
7. 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 months for merit increase purposes.
8. Payment of salary shall be made weekly.
9. When organizationally feasible, annual raises will be effective on January 1st of each year of the agreement.
10. Nothing in this agreement shall prevent an employee from requesting from the Employer an increase in salary above the negotiated minimums.

ARTICLE XV. HAZARDOUS CONDITIONS

1. The right of an employee to: (a) refuse to accept an assignment or a job which the employee has reason to believe is hazardous or is performed under hazardous conditions; and (b) refuse to report for work because the employee has reason to believe that travel to or from work, or work at the employee's place of work is hazardous, is hereby confirmed.

2. No employee shall be docked for work-time lost for: (a) exercising the aforesaid right to refuse an assignment, or job, or to report for work; or (b) inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance or military or police operation.

3. The Employer shall:

- a) furnish an employee all possible protection and protective devices;
- b) assure to the extent possible safe passage on streets, parking lots and other areas near the business;
- c) take measures to eliminate, if possible, or to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed.

When an employee is injured as a result of the failure of the Employer to provide adequate safety measures, or is injured in performing work under hazardous conditions, the Employer shall pay all costs of medical treatment.

4. The right of an employee to refuse to operate equipment, including a vehicle which the employee deems to be unsafe or in a manner that is unsafe or unlawful, is hereby confirmed.

ARTICLE XVI. EXPENSES & EQUIPMENT

1. The Employer shall pay all legitimate expenses incurred by an employee in the service of the Employer.

2. Necessary working equipment shall be provided to an employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of their job. All such equipment shall be safe and well maintained.

ARTICLE XVII. GENERAL PROVISIONS

1. The Employer agrees to provide bulletin boards suitably placed for the use of the Guild.

2. 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. Employees shall be free to engage in any activities outside of working hours.

4. The Employer shall make every effort to ensure optimum and safe working conditions.

5. There shall be no secret surveillance of employees nor shall electronic supervisors, tape recordings, telephone monitoring systems or similar procedures or devices be used.

6. Upon request, any two employees shall be permitted to share a full-time job, with no loss of benefits or protections under this contract. Job sharing shall not result in fragmenting full-time jobs into permanent

part-time jobs or eliminating jobs. Any full-time employee sharing a job shall have the right to reclaim the that employee's former job; an employee displaced as a result shall have rehiring rights.

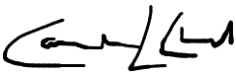
ARTICLE XVIII. DURATION & RENEWAL

1. This contract shall commence on the 1st day of May, 2022, and expire on the 30st day of April, 2027 and shall inure to the benefit of and be binding upon the successors and assigns of the Employer.


2. Within sixty (60) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on May 1st, 2027. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to May 1st, 2027, the new contract shall be made retroactive to May 1st, 2027.

In witness and testimony of the provisions and terms mutually agreed and specified herein, the duly authorized officer and representative of WR Books, Inc and the Minnesota Newspaper & Communications Guild Local #37002, have hereto affixed their signatures.

Representing the Minnesota Newspaper & Communications Guild:

By:  Date: 05 / 01 / 2023
Candace Lund

Representing WR Books, Inc:

By:  Date: 05 / 02 / 2023
John Peterson