AGREEMENT BETWEEN

MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

TNG-CWA LOCAL 37002

AND

MINNEAPOLIS LABOR REVIEW

January 1, 2022 - April 30, 2025

This agreement is made effective the 1st day of January 2022 between the Minneapolis Labor Review, hereinafter known as the employer, and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002, (AFL-CIO), hereinafter known as the Guild, for itself and on behalf of all the employees of the Publisher described in Article I.

Article I - Coverage

1. This agreement covers all employees of the employer in the following units or departments: Advertising and 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 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 the 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.

Article II - 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 III - Hiring

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

Article IV - Information

1. The employer shall supply the Guild on request with a list containing the following information for all employees on the payroll:

a. Name, address, sex 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 V - 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 with Step 1 if the employee desires.

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 Minneapolis Regional Labor Federation. 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 1 and 2 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.

Article VI - Security

1. There shall be no dismissals except for just and sufficient cause. Any employee may be dismissed during the 90-day probationary period without recourse to Article V of the Agreement, except that a one-week notice shall be given.

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 sex, race, creed, color, national origin or sexual orientation.

3. All discipline will be progressive.

Article VII - Severance Pay

1. Upon the dismissal of any employee covered by this agreement for causes other than proven dishonesty or a 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 commission and wage received by the employee during the 12 months immediately preceding dismissal:

Two weeks per year of service up to a maximum of six (6) weeks pay.

This provision shall not apply to extra or temporary employees. The resignation or voluntary transfer of any employee of the Labor Review 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.

Article VIII - Compensation and Wages

The following minimum salaries shall be in effect:

Editor:

Effective	January 1, 2022:	$1,124.15/week

1) Effective January 1, 2024: 13% hourly pay increase for the current Editor
2) Prior to December 31, 2024, the parties will meet for the sole purpose of a wage reopener discussion of a compensation increase effective January 1, 2025

<u>Ad Commissions & Rates</u>

Effective January 1, 2024, Annual ad sales commissions shall be 12.5% on sales in excess of $50,000; commissions on all sales in excess of $50,000 will be 15% if sales exceed $80,000; commissions on all sales in excess of $50,000 will be 20% if sales exceed $100,000; commissions on all sales in excess of $50,000 will be 30% if sales exceed $120,000. Annual ad sales commissions shall be based on actual ad deposits dated within the calendar year.

Article IX - Hours and Overtime

1. The five-day, 40-hour week shall obtain for all employees. Workdays shall be consecutive. Work in excess of eight hours in one day or 40 hours in one week shall be compensated at the rate of time-and-one-half in accordance with past practice. New compensatory time must be used within 90 days of accrual, otherwise the time will be forfeited. The compensatory time bank will be capped at 100 hours and no further accruals will be permitted. It is understood unused compensatory time will be forfeited and not be paid out upon separation from employment.

2. Schedule changes shall require a minimum notice of 48 hours.

3. Section 1 above shall apply to full-time employees. Part-time employees shall work those parts of the regular workday and work week as designated by the employer.

Article X - Holidays

1. The following holidays shall be granted with full pay to all full-time employees:

New Year's Day, Martin Luther King Jr. Day, Good Friday, Friday before Memorial Day, Memorial Day, Juneteenth, July 4, day before or day after July 4, Labor Day, Thanksgiving Day, day after Thanksgiving Day, last working day preceding Christmas Day, Christmas Day, last working day preceding New Year's Day.

(2) Personal Holidays

When a recognized holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a recognized holiday falls on a Sunday, the holiday shall be observed the following Monday.

The employee may take alternate holidays in accordance with Minneapolis Regional Labor Federation office policies.

Article XI - Vacations

1. Each full-time employee shall be entitled to annual paid vacations as follows: one week (5 days) following six months of employment two weeks (10 days) after one-year of employment; three weeks (15 days) after five years of service, and one day's vacation for each year of service over five years, to a maximum of 19 days at nine years of service. Each employee who has been employed 10 years to 14 years shall receive three additional days' vacation. Each employee who has been employed 15 years to 19 years shall receive one additional day of vacation up to a maximum of 23 days (per OPEIU Local 12 schedule). Each employee who has been employed–for 20 years shall receive five weeks (25 days) vacation.

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

3. Vacations may be taken in periods of one, two, three, four or five weeks at a time as mutually agreed upon between the employee and the employer. Earned vacation shall be taken within the year due unless the employer and the employee mutually agree to extend the same. Accrued vacation time may be taken in cash, by mutual agreement between the employee and the employer.

4. Upon termination of employment, whether by resignation or discharge, the employee shall receive payment for vacation time accrued.

5. The employee may use compensatory time in accordance with Minneapolis Regional Labor Federation policy.

Article XII - Sick Leave, Funeral Leave, Health and Welfare

1. Each regular employee shall be granted twelve (12) days sick leave per year with pay for each year of employment, starting with hiring date. Such leave shall be cumulative up to 75 days. Employees who have been employed less than one year shall receive sick leave on the basis of one day for each month worked since their starting date. Sick leave may be used to care for a sick family member.

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

3. The publisher will pay the cost of a satisfactory hospitalization-medical plan and dental plan for all full-time employees. These employees shall contribute 20% to the cost of dependent health care.

4. All regular full-time employees, exclusive of probationary, are eligible for bereavement pay and leave up to five (5) days within the metro area and anything outside the metro area that requires overnight stay would be six (6) days pay for the purpose of attending the funeral or mourning service related to the death of an employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, child, foster or stepchild, parent, or member of the household. The employer will grant more time if necessary, vacation, comp time or unpaid.For non-immediate family members, three (3) days bereavement pay within the metro area and four (4) days for any area that requires an overnight stay. Non-immediate family shall include: step parent, brother, sister, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt or uncle. The employer will grant more time if necessary, vacation, comp time or unpaid.

5. The employer will provide a $50,000 term insurance program for all full-time employees, the cost of which will be underwritten by the Minneapolis Labor Review.

Article XIII - General Wage Provisions

There shall be no reduction in compensation to any employee, including the basis and rates for computing commissions and bonuses. In the case of a transfer from one job classification to another, the transferred employee shall be paid on the basis of the new classification salary.

Article XIV- Expenses

1. The employer shall pay all authorized expenses incurred by employees in the service of the employer. In addition, the employer shall pay the IRS standard mileage rate for all miles driven in service to the employer.
2. The Employer shall pay the expense of monthly parking at the office for the Editor.
3. Mobile Device Reimbursement. The employer will pay a $150.00 per month stipend to each employee to cover the costs of the employee's mobile phone plan and other technology costs.

The employee will be responsible for maintaining the employee's access to emails and work related communications in order to receive the stipend.

4. Dependent Care. Effective upon ratification of this agreement, all employees may utilize a dependent care benefit to cover costs associated with childcare, eldercare or other dependent care for required work duties performed outside of regularly contracted hours. The benefit will be provided via stipend. Each occurrence is eligible for a stipend of $60.00 and must be submitted for approval. Documentation must include: date of occurrence, event/activity, and affirmation that additional care was required. Exclusions include required work travel with more than six (6) weeks notices, optional work travel, Saturdays and evenings between Labor Day and Election Day, and recurring board or committee meetings.

Article XV - Retirement

1. 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 8, 2020, adopting the Preferred 2.0 Schedule of the 2015 Rehabilitation Plan: The contribution rate of $76.4909 per week will continue for the five year term of Guarantee Period, effective January 1, 2021. (See MOA attached to this contract).

Article XVI - Leaves of Absence

Upon request, the employer may grant employees leaves of absence for good and sufficient cause. Leaves of absence shall be without pay.

1. An employee required to serve on jury duty shall be granted a leave of absence for the jury duty period and shall receive the employee's regular salary, less any amounts paid by the court for jury duty.

2. Upon request, an employee may be granted a leave of absence without pay, not to exceed one (1) year unless otherwise agreed to, to fulfill duties as a delegate or officer of The Newspaper Guild-CWA or any other labor organization with which the Guild is affiliated.

3. Leaves for Injury and Sickness. Any employee, after exhaustion of vacation time and paid sick leave, who completes the employee's probationary period and becomes ill and presents a physician's statement of such illness to the employer shall be granted an unpaid sick leave for a period not to exceed thirty (30) days. Such sick leave may be extended for successive thirty (30) day periods upon presentation of a physician's statement that the employee's health or physical condition is such as to prevent the employee from performing the essential function of the job for a maximum period of twelve (12) months from the first day of absence. A Physician's statement shall not be necessary for illness or injuries of short duration: i.e. of up to three (3) days. Seniority shall, but vacation or other benefits shall not, accrue or be provided during the Medical Leave. This leave shall be taken concurrently with available FMLA Leave.

4. FMLA Leave. Eligible employees shall be entitled up to twelve (12) work weeks of leave during any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA). The first twelve (12) weeks of a qualifying leave shall be paid. Family and Medical Leave shall not be in addition to sick or comp time and shall be taken concurrently with any other leave. Employees must apply, provide all required documentation, and qualify in order to receive Family and Medical Leave. Eligible employees shall have their health benefits continued for the duration of their Family and Medical Leave under the conditions coverage would have been provided if they had been working during this period. If an employee fails to return from their Family and Medical Leave, except for a continuation, reoccurrence or onset of a serious health condition, or something else beyond the employee's control, the employer may recover all of the health care coverage premiums paid during the leave.

5. Child Care/New Parent Leave. Eligible employees shall receive child care/new parent leave in accordance with the Minnesota Parenting Leave Act. Such leave shall be taken concurrent with available leave under FLMA under the terms and conditions outlined in paragraphs 4 and 5 of this article. An employee shall be granted an unpaid child care leave of absence of up to six (6) months in connection with the birth or adoption of his/her child. When possible the employee shall notify the employer of such intent three (3) months prior to the leave. Seniority shall accrue during such leave, but vacation or other benefits shall not accrue during Child Care/New Parent Leave.

Article XVII - Military Service

1. Any employee who has left or leaves the employment of the employer to enter any kind of service, military or otherwise, 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 his or her position or a comparable one with a salary no less than what he or she would have received if his or her service with the employer had been continuous.

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

3. If an employee, upon his or her return from service, is found to be physically incapacitated to the extent that he or she is unable to resume their former employment, the employer shall make all efforts to place him or her in other acceptable employment and shall consult with the Guild thereon.

4. 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.

5. 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.

Article XVIII- Miscellaneous

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.

Article XIX- Duration and Renewal

1. This agreement shall commence on the 1st day of January 2022 and expire on the 30st day of April 2025.

2. The employer or the Guild may initiate negotiations for a new agreement to take effect on May 1 2025, by giving written notice to the other party at least 60 days in advance of said date. The terms and conditions of this agreement shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to May 1, 2025, the new contract shall be made retroactive to May 1, 2025.

FOR THE MINNEAPOLIS LABOR REVIEW

Chelsie Glaubitz Gabiou
President
Minneapolis Regional Labor Federation

Date: 05 / 07 / 2024

FOR THE MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD CWA LOCAL 37002

Candace Lund
Executive Officer

Date: 05 / 07 / 2024

January, 2013
Bill McCarthy
President
Minneapolis Regional Labor Federation
312 Central Avenue, Suite 542
Minneapolis, Minnesota 55414-1077

Dear Brother McCarthy:

During the negotiations that resulted in a new Collective Bargaining Agreement expiring Dec. 31, 2016, the parties agreed for the duration of the agreement the Employer will pay 100 percent of the Labor Review Editor's single and dependent health care and dental insurance premiums.

For the Union
Mike Bucsko
Executive Officer

For the Employer
Bill McCarthy
President, Minneapolis RLF

Renewed effective January 1, 2017.
Candace Lund
Executive Officer

Chelsie Glaubitz Gabiou
President, Minneapolis RLF

Renewed effective January 1, 2022:

Candace Lund
Executive Officer

Chelsie Glaubitz Gabiou
President, Minneapolis RLF

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between the Minneapolis Labor Review (Publisher) and Minnesota Newspaper & Communications Guild, CWA Local 37002 (Guild)(collectively, "the Parties"), to establish the contractual obligations of the Publisher with regard to The Newspaper Guild International Pension Fund (Fund) pursuant to the November 18, 2020 updated Rehabilitation Plan (RP2020) adopted by the Trustees of the Fund. The Parties acknowledge that pursuant to the terms of RP2020, the Trustees have chosen to update and replace the previously existing Preferred Schedules issued under the 2015 Rehabilitation Plan (which included Preferred Schedule 2.0 and Preferred Schedule 1.0) on identical terms that hereinafter shall be referred to as the singular Preferred Schedule 3.0, as well as the updated Default Schedule.

1. The Parties have executed the Supplemental Participation Agreement 3.0 (SPA 3.0) provided by the Fund, a copy of which is attached hereto, and jointly agree to all of the terms and conditions set forth in the SPA 3.0.

2. Pursuant to the terms of the SPA 3.0, the Parties have agreed to adopt the Preferred Schedule 3.0 with 5-Year Contribution Obligation (designate Preferred Schedule 3.0 With 5-Year Contribution Obligation, Preferred Schedule 3.0 Without 5-Year Contribution Obligation, or Default Schedule) of RP2020 as the Governing Option, by agreeing to contribution obligations and/or increases consistent with Paragraphs 3.A, 3.B, 4 or 5 below.

3. **PREFERRED SCHEDULE 3.0 <u>WITH</u> 5-YEAR CONTRIBUTION OBLIGATION:**

   By adopting Preferred Schedule 3.0 With 5-Year Contribution Obligation, the Parties hereby agree that, notwithstanding the duration of the current collective bargaining agreement (CBA), or the expiration date of the last CBA between the Parties (assuming that the CBA has already expired, and/or that the Parties are in a contractual hiatus and/or that the CBA has been extended under the terms of an evergreen clause) the Publisher shall make contributions to the Fund for five years from the later of January 1, 2021 or the Effective Date of this MOA ["Guarantee Period"]. The Parties choose the following option (3.A. or 3.B) to govern the contribution rates owed during the Guarantee Period:

   __X__ A. Preferred Schedule 3.0 With 5-Year Contribution Obligation requires no contribution rate increases. The Parties therefore agree to continue the current pension contribution rate of $ 76.4909 for the full 5-year term of the Guarantee Period.

   OR

   ______ B. Preferred Schedule 3.0 With 5-Year Contribution Obligation requires no contribution rate increases. The Parties nonetheless agree to the following contribution rate increases during the 5-year term of the Guarantee Period, which increases shall be used to earn additional benefit accruals on behalf of Participants in The NewsGuild-CWA Adjustable Pension Plan (APP) established by the Trustees of the Fund:

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The Parties acknowledge that, pursuant to the terms of RP2020, the full amount of the rate increase (above the contribution rate in effect immediately before this MOA is adopted) shall earn APP benefit accruals for those Participants on whose behalf the contributions are submitted.

OR

4. **PREFERED SCHEDULE 3.0 <u>WITHOUT</u> 5-YEAR CONTRIBUTION OBLIGATION:**

__________ By adopting Preferred Schedule 3.0 Without 5-Year Contribution Obligation, the Parties agree that the Publisher shall be required to pay the following supplemental contribution increases, compounded annually, over and above the current pension contributions that the Publisher is required to make to the Fund (including any supplemental contributions owed under the 2015 Rehabilitation Plan): 3% beginning January 1, 2021; and an additional 3% increase (compounded) each January 1 thereafter. The supplemental contribution increases shall not result in additional benefit accruals to Participants.

OR

5. **DEFAULT SCHEDULE:**

__________ By adopting the Default Schedule, the Publisher hereby agrees to the following supplemental contributions increases, over and above the current pension contributions that the Publisher is required to make to the Fund (including any supplemental contribution increases owed under the 2015 Rehabilitation Plan): 3% beginning January 1, 2021; and an additional 3% (compounded) increase each January 1 thereafter.

6. The Effective Date of this MOA is January 1, 2021 (**enter Effective Date**).

FOR THE PUBLISHER

PRINT NAME: Chelsie Glaubitz

NAME OF EMPLOYER: Minneapolis Regional Labor ~~Federa~~ Federation – Labor Review

DATE: 12/8/2020

FOR THE GUILD

PRINT NAME: CANDACE LUND EXECUTIVE OFFICER

NAME OF EMPLOYER: MN Newspaper + Communications Guild TNG-CWA Local 37002

DATE: 12/07/2020