

CONTRACT
UNION ADVOCATE
NEWSPAPER INC.
AND
MINNESOTA
NEWSPAPER &
COMMUNICATIONS
GUILD
CWA LOCAL 37002

AUGUST 1, 2023-JULY 31, 2027

Table of Contents

CONTRACT	2
Article 1: COVERAGE.....	2
Article 2: GUILD SHOP.....	2
Article 3: HIRING	3
Article 4: INFORMATION	3
Article 5: GRIEVANCE PROCEDURE.....	3
Article 6: SECURITY	5
Article 7: SEVERANCE PAY	5
Article 8: HOURS AND OVERTIME.....	6
Article 9: HOLIDAYS	6
Article 10: VACATIONS	6
Article 11: SICK LEAVE, HEALTH, AND WELFARE.....	7
Article 12: LEAVES OF ABSENCE.....	8
Article 13: MILITARY SERVICE	9
Article 14: MINIMUM SALARIES	10
Article 15: GENERAL WAGE PROVISIONS	11
Article 16: EXPENSES AND EQUIPMENT	11
Article 17: RETIREMENT	11
Article 18: MISCELLANEOUS	12
Article 19: DURATION AND RENEWAL	13

CONTRACT

Union Advocate Newspaper Inc. and Minnesota Newspaper & Communications Guild CWA Local 37002

This agreement is made this 22 day of August 2023 between the Union Advocate Newspaper, Inc., a corporation, hereinafter known as the employer, and the Minnesota Newspaper & Communications Guild, CWA Local 37002 (AFL-CIO), hereinafter known as the Guild, for itself and on behalf of all of the employees of the employer as described in Article 1.

Article 1: 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.

Article 2: GUILD SHOP

1. The employer shall require as a condition of employment of any employee that he/she 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 no 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 the employer by the Guild.

Article 3: 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 4: 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 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 him/her with Step 1, if he/she 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 Saint Paul 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 his/her 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 6: SECURITY

1. There shall be no dismissals except for just and sufficient cause. The Guild and the employee shall be notified in writing at least one week in advance of any dismissal with specifications of the facts alleged to constitute just and sufficient cause. Any employee may be dismissed during a 90-day probationary period without recourse to Article Six of the contract except that a one-week notice shall be given.
2. There shall be no dismissal of or other discrimination against any employee because of his membership or activity in the Guild, nor because of sex, race, creed, color, national origin or sexual orientation.

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.

Employees hired after Feb. 1, 1980, shall only be eligible to accumulate up to a maximum of 26 weeks, based on the accumulation schedule outlined above.

This provision shall not apply to extra or temporary employees. The resignation or voluntary transfer of any employee of Union Advocate Newspaper, 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.

Article 8: HOURS AND OVERTIME

1. The 5-day, 35-hour week shall constitute one (1) full week's work.
2. The working day shall consist of seven (7) hours falling within eight (8) consecutive hours.
3. All work performed in excess of seven (7) hours per day and 35 hours per week shall be paid for at a rate of time and one-half the regular rate of pay.
4. Those designated as full-time outside salespersons shall devote full time to their duties during regular business hours, seven hours per day, five days per week, Monday through Friday. They shall submit such forms or reports on the performance of their duties as the employer may require.
5. The above four sections 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 9: HOLIDAYS

1. The following holidays shall be granted to all full-time employees with full pay per year: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and three (3) personal leave days.

Article 10: VACATIONS

1. Each full-time employee covered by this contract shall be entitled to annual paid vacations as follows: three weeks of twenty-one calendar days after one year of employment at Union

Advocate Newspaper, Inc.; four weeks of twenty-eight calendar days after five years of service; one additional day for each year after eight years of service up to a maximum of five weeks of thirty-five calendar days after twelve years of service.

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 (1), two (2), three (3), four weeks (4) or five weeks (5) at a time as mutually agreed upon between the employee and the employer. If vacation time is accrued it may be taken in cash, by mutual agreement between the employee and the employer. One (1) week of vacation may be carried over from one year to the next. Additionally, an employee may carry over more than one week with the approval of the Employer. Final determination of vacation dates shall be made by the employer, as a result of consultation with the employee.
4. Upon termination of employment, whether by resignation or discharge, the employee shall receive payment for vacation time accrued, subject to accrual limitations.

Article 11: SICK LEAVE, HEALTH, AND WELFARE

1. Employees shall be granted twelve (12) days sick leave per year with pay. Unused sick leave may be accumulated up to a maximum of 85 days.
2. No deduction for sick leave shall be made from overtime or vacation credited or to be credited to the employee.
3. The employer will pay 100% of the cost of health coverage equivalent to, or better than, current coverage provided for St. Paul RLF employees and their dependents. Such provisions shall not apply to permanent part-time employees working less than an average of 50% of the regular 35 hours per week, nor to temporary employees. The employer will continue to pay 100% of the cost of current dental coverage, for full time employees, and for full time employees with dependents. The Employer will maintain the current health

insurance and pension benefits for the term of the Collective Bargaining Agreement. Any increases shall be borne by the employer.

4. In the event of a death in the employee's immediate family such as spouse, all legal and stepchildren, father, mother, brother, sister, mother-in-law, father-in-law, stepparents and significant other, three (3) days with pay shall be granted. In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, one (1) day with pay shall be granted.
5. The employer will provide a \$20,000 term insurance program for all full-time employees, the cost of which will be underwritten by the Union Advocate.
6. The employer will implement a cafeteria plan under Section 125 of the Internal Revenue Code for calendar year 2002 and retain said plan in subsequent years.
7. In lieu of Item 6 above, the employer will continue to pay 100% of family health care premiums for the duration of this Agreement.

Article 12: LEAVES OF ABSENCE

1. Upon request, the employer may grant employees leaves of absence for good and sufficient cause. 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 his request, shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave.
3. 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. Maternity and paternity leaves of up to at least four weeks with pay and up to an additional 18 weeks without pay shall be granted upon request. It is also understood that an employee taking such unpaid leave may, at his/her election, use accrued sick and/or vacation time to fund all or part of this unpaid leave. The beginning and the end of the leave shall be at the discretion of the employee. An employee returning from such leave, paid or unpaid, shall be reinstated in her or his job with full credit toward severance pay accrual, experience rating and other length of service benefits. 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 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 position or a comparable one with a salary no less than what he would have received if his service with the employer had been continuous.
2. Time spent in such service shall be considered service 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 return from service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the employer shall make all efforts to place him in other acceptable employment and shall consult with the Guild thereon.
4. 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.

5. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his previous position and at a salary no less than what he would have received if his 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 he 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 he has already been engaged in such new classification.
6. 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.
7. 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 employer shall pay to such an employee the difference between his service pay and the pay he would have received during his absence in such service, not to exceed a period of two weeks per year.

Article 14: MINIMUM SALARIES

1. The following minimum weekly salaries shall be in effect through the life of this agreement:
 - Editor: \$1,120.36
 - (a) Effective August 1, 2023: 4% weekly pay increase for the current Editor
 - (b) Effective August 1, 2024: \$4,000 annual salary increase for the current Editor
 - (c) Effective August 1, 2025: \$4,000 annual salary increase for the current Editor
 - (d) Effective August 1, 2026: \$4,000 annual salary increase for the current Editor

2. **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 15: GENERAL WAGE PROVISIONS

1. There shall be no reduction in compensation to any employee including the bases 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.
2. The Editor shall receive a \$250 bonus for an initial award in the annual International Labor Communications Association labor media competition and \$50 for each successive award, up to a maximum annual bonus of \$500.

Article 16: EXPENSES AND EQUIPMENT

1. Consistent with past practice, the employer shall pay all legitimate expenses incurred by the editor in the service of the employer. The employer shall compensate the editor for the use of an automobile in the service of the employer at the IRS per mile rate in effect as of the date that the employee accumulates the mileage.
2. In addition, the editor shall receive \$45 per week as an editor's stipend during the term of this Agreement.
3. The employer shall pay the cost of car insurance for the editor, up to an annual cost of \$1,190 in each year of the Agreement.

Article 17: RETIREMENT

1. The employer agrees to pay according to the following scale each week into the Newspaper Guild International Pension Fund for each regular full-time employee in the Guild's jurisdiction:

Aug. 1, 2016 \$99.42

These payments are separate from any payments being made by the employer on behalf of any employee in the Guild's jurisdiction into the Minnesota Union Advocate.

2. In addition, the employer shall enable the editor to become a member of the CWA Savings & Retirement Trust and shall contribute one-twelfth of his/her weekly salary, grossed to employee FICA, to the Trust on his/her behalf each month. In turn, the editor may contribute, at his/her election, up to the salary limit permitted by applicable law.

If a new Editor is hired during the life of the Agreement at a different pay rate than the current Editor, the parties to the Agreement will recalculate the above contribution rates to the CWA Savings & Retirement Trust based on the new Editor's salary.

Article 18: MISCELLANEOUS

1. 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. The editor shall retain responsibility for editing and publishing the Union Advocate, pursuant to the authority outlines in Article X of the by-laws of the St. Paul Trades and Labor Assembly, in an autonomous manner without undue influence from other parties, as provided in Article X of the Assembly by-laws.
3. **Interns.** When the Newspaper uses interns, as it does from time to time, the number of hours worked in the internship shall be equal to the stipend divided by the livable wage as currently published by the Jobs Now Coalition or another similarly reputable agency.

While interns, as currently utilized by the Newspaper, are not covered by the other provisions of this agreement, they, as a condition of their internship, shall join the Guild

and pay a nominal one-time \$5 student membership fee for each internship they may perform for the Newspaper.

4. All costs of continuing education shall be borne by the Employer, with the approval of the St. Paul Regional Labor Federation board.

Article 19: DURATION AND RENEWAL

1. The terms of this agreement are retroactive to August 1, 2023. The agreement will expire on the 31st day of July 2027.
2. The publisher or the Guild may initiate negotiations for a new agreement to take effect August 1, 2027, by giving written notice to the other party at least 60 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. If such negotiations do not result in a new contract prior to August 1, 2027, the new contract shall be made retroactive to August 1, 2027.

FOR THE NEWSPAPER GUILD

FOR THE UNION ADVOCATE

Executive Officer

President, St. Paul Regional Labor Federation

Date

Date

MEMORANDUM OF UNDERSTANDING:

This Agreement is entered into by and between the Union Advocate Newspaper, Inc., and the MN Newspaper and Communication Guild – TNG-CWA Local 37002 . The effective date of this agreement will be August 1, 2023.

Minnesota Paid Family and Medical Leave Act. The Parties agree to meet prior to September 1, 2025, to discuss and negotiate any changes necessary related to the January 1, 2026 implementation of the Minnesota Paid Family and Medical Leave Act.

Agreed to by the parties,

On behalf of Union:

_____ date:
Candace Lund
Executive Officer

On behalf of Employer:

_____ date:
Kera Peterson
President, Saint Paul Regional Labor Federation