

Agreement between

**MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD  
CWA LOCAL 37002**

and

**STAR TRIBUNE**

Effective July 06, 2022, to and including June 30, 2025

**PREAMBLE**

Agreement is made this July 06, 2022, between the Star Tribune Media Company, LLC, hereinafter known as the Publisher, and the Minnesota Newspaper and Communications Guild, Local 37002, chartered by the CWA, hereinafter known as the Guild, for itself and on behalf of all the employees of the Publisher (except those herein excluded) employed in the News and Editorial Departments of the Star Tribune, employed in the Sales Development/Promotion Department doing art and creative work, and all Metro District Sales Managers in the Metro Circulation Department, and no others.

The Publisher recognizes the Guild as the duly authorized collective bargaining agent for said employees. The jurisdiction of the Guild is defined as all work presently being performed for the Publisher by the employees covered by this Agreement, and the performance of such work shall be assigned to employees within the Guild's jurisdiction. It is the intent of the parties that this Agreement shall not alter the jurisdiction of the Guild as established by present practice.

It is agreed that the performance of fact-gathering, writing, photography or editing for electronic distribution of news material is within the Guild's jurisdiction in the same way as comparable work now performed for the News and Editorial Departments of the Star Tribune. It is understood that the Guild's jurisdiction over electronic news material ceases when such material is transmitted from the Library or the News and Editorial Departments of the Star Tribune.

## TABLE OF CONTENTS

ARTICLE 1 – EXCEPTIONS .....	3
ARTICLE 2 – ELECTRONIC DISTRIBUTION .....	3
ARTICLE 3 – UNION SECURITY .....	4
ARTICLE 4 – WAGES .....	5
ARTICLE 5 – BEGINNERS AND EXPERIENCE RATINGS .....	9
ARTICLE 6 – HOURS .....	9
ARTICLE 7 – HOLIDAYS .....	11
ARTICLE 8 – DISMISSAL PAY .....	12
ARTICLE 9 – PAID TIME OFF AND LEAVES .....	13
ARTICLE 10 – MILITARY AND GOVERNMENT SERVICE .....	17
ARTICLE 11 – STANDING COMMITTEE – ARBITRATION .....	18
ARTICLE 12 – INTRODUCTION OF NEW EQUIPMENT .....	19
ARTICLE 13 – DISMISSALS, PROMOTIONS AND TRANSFERS .....	20
ARTICLE 14 – EXPENSES AND MILEAGE .....	23
ARTICLE 15 – PART-TIME AND TEMPORARY EMPLOYEES .....	24
ARTICLE 16 – PICKET LINES .....	26
ARTICLE 17 – WRITERS AND PHOTOGRAPHERS .....	26
ARTICLE 18 – OUTSIDE WORK .....	27
ARTICLE 19 – NON-DISCRIMINATION .....	28
ARTICLE 20 – HEALTH, DENTAL, AND DISABILITY INSURANCE .....	28
ARTICLE 21 – LIFE INSURANCE AND AD&D INSURANCE .....	30
ARTICLE 22 – PENSION AND RETIREMENT .....	30
ARTICLE 23 – JOINT COMMITTEES .....	32
ARTICLE 24 – USE OF FREELANCE MATERIAL .....	34
ARTICLE 25 – SUBSTANCE ABUSE .....	35
ARTICLE 26 – MISCELLANEOUS .....	37
ARTICLE 27 – SUBURBAN OFFICES .....	38
ARTICLE 28 – WORK ASSIGNMENTS .....	38
ARTICLE 29 – PROFIT SHARING .....	39
ARTICLE 30 – APPRENTICESHIPS .....	39
ARTICLE 31 – GUILD NICHE PRODUCTS .....	40
ARTICLE 32 – JOINT DIVERSITY COMMITTEE .....	41
ARTICLE 33 – HYBRID WORK .....	41
ARTICLE 34 – DURATION AND RENEWAL .....	42
Letter No. 1 .....	45
Letter No. 2 .....	47
Letter No. 3 .....	49
Letter No. 4 .....	50
Letter No. 5 .....	51
Letter No. 6 .....	52

## **ARTICLE 1 – EXCEPTIONS**

1. This Agreement shall not apply to: Executive Editor/Editor, Managing Editors, Deputy Managing Editors, Assistant Managing Editors, Associate Editors, Deputy Managing Editor for Enterprise & Investigations, Deputy Managing Editor of Digital Strategy & Technology, Assistant Managing Editor of Diversity & Community, Assistant Managing Editor of Design, Planning & Production, Assistant Managing Editor of Editing & Standards, Assistant Managing Editor of Digital Design & Graphics, Senior Manager of Audience Strategy, News Editors, News Presentation Director, Washington Correspondents, Editorial Page Editor, Editorial Page Deputy Editor, Director of Strategy and News Research, Startribune.com Editor, Startribune.com Deputy Editor, Director of Tools & Technology, 1A Coordinator, Recruiting and Training Coordinator, Director of Photography, Deputy Photo Director, Multimedia Director, Deputy Metro Editor, Deputy Local News Editor, St. Paul City Editor, Business Editor, Deputy Business Editor, Sports Editor, Deputy Sports Editor, Features Editor, Deputy Features Editor, Night News Editor, Director of Copy Editing and Executive Assistants of any of them, Marketing Creative Leader, Associate Creative Directors. Occasional part-time and temporary employees shall be excluded, likewise, except as to wages, hours and overtime as provided in Article 13.

2. This Agreement shall apply to regular part-time employees only as specifically provided in Article 13.

3. If the Publisher creates during the term of this Agreement a new position in any department represented by the Guild, and if the Publisher asserts that the new position should be excluded from Guild representation, then the following procedures shall apply:

a. The Guild shall be given notice of the new excluded position within fifteen (15) days of its creation.

b. The Guild may initiate discussions with the Publisher to discuss and/or challenge the excluded designation.

c. In the event of a failure of the parties to reach an agreement on the status of the newly created position, the matter may be moved to arbitration pursuant to Article 11 of the Agreement.

d. Failure of the Guild to move to arbitration the question of the status of the newly created position within sixty (60) days of receiving notice pursuant to paragraph 1 above shall waive the Guild's right to challenge the excluded designation.

## **ARTICLE 2 – ELECTRONIC DISTRIBUTION**

1. In conjunction with the 1980 negotiations, the Publisher agreed to extend certain new jurisdictional rights to the Guild regarding the preparation of news material for electronic distribution. Those jurisdictional concessions are set forth elsewhere in this Agreement.

2. The Publisher shall, within the framework of the existing joint Guild Management Committee in the newsroom of the Star Tribune, endeavor to provide as early and

as complete information as possible regarding proposed experimental electronic news distribution systems.

3. It is anticipated that Guild representatives on said committees will make all reasonable effort to provide such input and advice regarding the most mutually beneficial way of planning and moving into experimentation with and implementation of electronic news distribution.

### ARTICLE 3 – UNION SECURITY

1. All employees covered by this Agreement who are members of the Newspaper Guild of the Twin Cities on July 06, 2022, the effective date of this Agreement, and all employees who become members thereof on or after said date, shall, as a condition of employment, maintain their membership in the Guild for the duration of this Agreement in the manner and to the extent permitted by law.

2. Upon an employee's voluntary written assignment, the Publisher shall deduct per payroll period from the payroll period's earnings of such employee and pay to the Guild not later than two weeks following that pay period 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 rate furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The dues deductions assignment shall be made upon the following form:

ASSIGNMENT  
and  
AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Star Tribune

I hereby assign to the Newspaper Guild of the Twin Cities, from any salary or wages earned or to be earned by me as your employee, an amount equal to all Guild initiation fees, dues and assessments lawfully levied against me by the Guild for each payroll period following the date of this assignment as certified by the Treasurer of the Newspaper Guild of the Twin Cities.

I hereby authorize and request you to check-off and deduct such amounts from each payroll period for which such initiation fees, dues and assessments are levied and the Guild so notified you, from any earnings then standing to my credit as your employee, and to remit the amount deducted to the Newspaper Guild of the Twin Cities.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be renewed automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective

agreement between yourself and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the Guild by registered mail, or delivered to the Guild office in person, not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between yourself and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

3. Not fewer than four (4) of five (5) new employees hired after May 1, 2013, as "A" classification or "H" classification employees on the Star Tribune, as Metro Circulation District Manager, as Coordinators and Copy Specialist in the Sales Development/Promotion Department, as Senior Creative employees in the Sales Development/Promotion Department, as Artists in the Sales Development/Promotion Department, as Night Supervisors in the Library, as Classifiers or Researchers in the Library, as Assistants in the Library, as Lab Assistants, either color or black and white, in the Photo Lab, and as News Assistants, Receptionists, Typists, Clerks or Copy Aides in the News Departments, shall, as a condition of employment, become members of the Guild not later than thirty (30) days after the date of their employment, and shall maintain their membership in the Guild for the duration of this Agreement in the manner and to the extent permitted by law. Notice of exclusion of any such new employee from compulsory union membership must be given to the Guild by the Publisher within ten (10) days after the date of commencement of employment of such new employee. Any one new employee out of each five hired in each department represented by the Guild may be excluded from the compulsory union membership requirement. In the event that no exclusion is requested in any group of five new employees in any such department, the Guild will give favorable consideration to a request from the Publisher for an added exclusion in any such department at some subsequent date.

4. In the event of dismissal by the Publisher of an employee by reason of the requirements of this Article, the Publisher shall be relieved of all obligations to such employee under this Agreement as they relate to dismissal pay. The Guild shall indemnify and hold the Publisher and anyone acting on its behalf (including but not limited to officers, employees, agents and directors of the Company and its parent company) harmless from any liability from any and all claims brought by third parties in the event of a dismissal under this provision.

#### **ARTICLE 4 – WAGES**

GENERAL INCREASE. Effective June 1, 2010, if, at any time specified for any general increase, the rate of pay of any employee is more than 110% of the appropriate minimum wage scale applicable to that employee on the date such general increase is to become effective, then such employee shall not necessarily receive a general increase.

(a) Effective the first day of the pay period that includes July 1, 2022, there will be increases on the weekly wage scales as follows:

i. All weekly wage scales EXCEPT the H scale weekly wage scale shall be increased by \$43.75 per week.

ii. The H scale weekly wage scale shall be increased by three percent (3%), or \$48.08 per week.

- (b) Each full-time employee shall receive a one-time lump sum payment of \$1,000 effective the first full pay period following ratification of this Agreement (the bonus amount will be prorated for part-time employees).
- (c) Effective the first day of the pay period containing July 1, 2023, there will be an increase of two percent (2%) on the weekly wage scales.
- (d) Effective the first day of the pay period containing July 1, 2024, there will be an increase of two percent (2%) on all weekly wage scales.
- (e) Effective each year of this Agreement, each full-time and part-time bargaining unit employee who was regularly scheduled and required to work after 8 p.m. on a majority of the employee’s shifts between April 1 and June 30 that calendar year and is employed by the Star Tribune on August 1 that calendar year, will receive a one-time lump sum bonus payment of five hundred dollars (\$500) in the first pay period that includes August 1 that calendar year (the bonus amount will be prorated for part-time employees).

1. MINIMUM WAGE SCALES.

- (a) In the application of this Agreement, employees shall be divided into the classifications set forth below. Employees shall be paid at bi-weekly intervals. Effective on the dates indicated below, the minimum weekly wage for full-time employees in each classification, based on their experience therein, shall not be less than set forth in the following minimum wage scale:

**A. Reporters, Copy Editors, Columnists, Designers, Digital Producers, Editorial Writers, Editorial Cartoonists, Graphic Artists, Multiplatform Editors, News Developers and Photographers**

	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
7/1/2021	1,027.12	1,154.83	1,282.23	1,453.96
7/1/2022	1,070.87	1,198.58	1,325.98	1,497.71
7/1/2023	1,092.29	1,222.55	1,352.50	1,527.66
7/1/2024	1,114.13	1,247.00	1,379.55	1,558.21

**B. Reference Librarians**

	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>
7/1/2021	1,015.71	1,167.92	1,230.09
7/1/2022	1,059.46	1,211.67	1,273.84
7/1/2023	1,080.65	1,235.90	1,299.32
7/1/2024	1,102.26	1,260.62	1,325.30

<b>C.</b>	<b>Library Classifiers and Researchers</b>				
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
7/1/2021	684.75	759.46	833.91	893.29	949.35
7/1/2022	728.50	803.21	877.66	937.04	993.10
7/1/2023	743.07	819.27	895.21	955.78	1,012.96
7/1/2024	757.93	835.66	913.11	974.90	1,033.22

<b>D.</b>	<b>Photo Lab Assistants</b>				
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
7/1/2021	681.96	785.67	888.31	992.01	1,129.16
7/1/2022	725.71	829.42	932.06	1,035.76	1,172.91
7/1/2023	740.22	846.01	950.70	1,056.48	1,196.37
7/1/2024	755.02	862.93	969.71	1,077.60	1,220.30

<b>F.</b>	<b>Receptionists, Typists, Clerks</b>				
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
7/1/2021	648.25	675.85	702.59	730.73	776.78
7/1/2022	692.00	719.60	746.34	774.48	820.53
7/1/2023	705.84	734.00	761.27	789.97	836.94
7/1/2024	719.96	748.68	776.50	805.77	853.68

<b>H.</b>	<b>Asst. City Editors, Asst. Commentary Editor, Asst. Design Directors, Asst. Features Editors, Asst. News Editors, Asst. Sports Editors, Books Editor, C.A.R. Editor, Commentary Editor, Copy Desk Chiefs, Culture Editors, Deputy Design Director, Design Director, Digital Business Editor, Digital Projects Editor, Digital Sports Editor, Investigative Editor, Mobile/Social Media Editor, Nation/World Editor, Outdoors Editor, Photo Editor, StarTribune.com Design Editor, State Editor, Sunday Editor, Support Staff Leader, Taste Editor, Team Leaders, Travel Editor, Watchdog Columnist/Data Editor and Web Editor</b>				
	<b>1st year</b>				
7/1/2021	1,602.85				
7/1/2022	1,650.94				
7/1/2023	1,683.96				
7/1/2024	1,717.64				

<b>I.</b>	<b>Sales Development/Promotion Coordinators and Copy Specialists</b>					
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>6th Year</b>
7/1/2021	772.32	898.86	1,027.12	1,154.83	1,282.33	1,453.96
/1/2022	816.07	942.61	1,070.87	1,198.58	1,325.98	1,497.71
7/1/2023	832.39	961.46	1,092.29	1,222.55	1,352.50	1,527.66
7/1/2024	849.04	980.69	1,114.13	1,247.00	1,379.55	1,558.21

<b>J.</b>	<b>Metro Circulation District Managers</b>					
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>	<b>6th Year</b>
7/1/2021	759.20	857.06	944.90	1,032.96	1,123.59	1,340.50

7/1/2022	802.95	900.81	988.65	1,076.71	1,167.34	1,384.25
7/1/2023	819.01	918.83	1,008.42	1,098.24	1,190.69	1,411.94
7/1/2024	835.39	937.20	1,028.59	1,120.21	1,214.50	1,440.18

<b>N.</b>	<b>News Assistants</b>		
	<b>N1</b>	<b>N2</b>	<b>N3</b>
7/1/2021	833.91	893.29	949.35
7/1/2022	877.66	937.04	993.10
7/1/2023	895.21	955.78	1,012.96
7/1/2024	913.11	974.90	1,033.22

<b>P.</b>	<b>Niche Products — Reporters, Designers, Copy Editors, Photographers and Graphic Artists</b>		
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>
7/1/2021	772.32	898.86	1,027.12
7/1/2022	816.07	942.61	1,070.87
7/1/2023	832.39	961.46	1,092.29
7/1/2024	849.04	980.69	1,114.14

	<b>Niche Products — Editors</b>			
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>
7/1/2021	772.32	898.86	1,027.12	1,154.83
7/1/2022	816.07	942.61	1,070.87	1,198.58
7/1/2023	832.39	961.46	1,092.29	1,222.55
7/1/2024	849.04	980.69	1,114.14	1,247.00

<b>C.P.R.</b>	<b>Niche Products, City Pages — Reporters, Designers, Copy Editors, Photographers and Graphic Artists</b>			
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>
7/1/2021	772.32	898.86	1,027.12	1,048.13
7/1/2022	816.07	942.61	1,070.87	1,091.88
7/1/2023	832.39	961.46	1,092.29	1,113.72
7/1/2024	849.04	980.69	1,114.14	1,135.99

<b>C.P.E.</b>	<b>Niche Products, City Pages — Editors</b>				
	<b>1st year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
7/1/2021	772.98	898.86	1,027.12	1,154.83	1,175.85
7/1/2022	816.07	942.61	1,070.87	1,198.58	1,219.60
7/1/2023	832.39	961.46	1,092.29	1,222.55	1,243.99
7/1/2024	849.04	980.69	1,114.14	1,247.00	1,268.87

(b) News and Editorial employees in Scales A, B, C, D, F, N, P, CPR and CPE who are scheduled by a supervisor to work a full shift in a higher classification shall be paid at the rate of the higher classification for that



work, provided that the employee's current pay is less than the higher classification.

2. There will be no reduction in pay for the life of this Agreement, subject to the following exceptions:

(a) Transfer from night work to day work.

(b) Transfer made at the request of the employee.

(c) Transfer from a higher-paying classification to a lower-paying classification (i) for reasons of economy, or (ii) in the event of a transfer for just and sufficient cause.

(d) A new pay basis for an employee may be negotiated with the Guild in the event the employee is transferred to a different position with lesser responsibilities within the same classification or in the event a reduction in pay is warranted for just and sufficient cause.

3. All wage rates set forth in this Agreement are minimum wages; however, nothing expressed herein shall in any way prohibit the Publisher from recognizing individual merit by the payment of wages in excess of said minimums to those employees, who, in the Publisher's judgment, are entitled thereto at such time and in such amounts as the Publisher shall determine.

#### **ARTICLE 5 – BEGINNERS AND EXPERIENCE RATINGS**

1. In all classifications herein, proved experience on other newspapers, magazines, professional news gathering organizations, news and press associations and news picture services, and any other mutually agreed qualifying experience, shall be given fair consideration, and the number of years of experience agreed upon between the employee and the Publisher shall be reported by the Publisher to the Guild in writing at time of hiring.

2. Of the total number of employees in the News and Editorial Departments, not more than eight (8) percent shall be of less than one year's experience, except if persons of more than one year's experience satisfactorily in competence are not available for any specific situation, the limitation in this section shall not apply.

3. Of the total number of Metro District Managers, not more than twenty (20) percent shall be of less than one year's experience, except if persons of more than one year's experience satisfactorily in competence are not available, the limitation in this section shall not apply.

#### **ARTICLE 6 – HOURS**

1. The following provisions shall apply to the News, Editorial and Sales Development/Promotion Departments and to Metro District Managers:

(a) The 40-hour week shall apply to all employees in these

departments and, except as provided hereafter, it shall be a five-day week, the two days off each week to be consecutive whenever possible.

(b) Except as provided hereafter, the working day shall consist of not more than eight hours, to be scheduled within nine consecutive hours.

(c) The eight-hour day need not be worked within nine hours by sports reporters who with the consent of the Guild schedule their own hours.

(d) Employees may be scheduled to work a four-day week consisting of four ten-hour days, and only work in excess of 40 hours per week shall be construed as overtime.

(e) Normal working days and working hours shall be regularly scheduled thirteen (13) days preceding the week of operation, except that in a major emergency the Guild will waive this requirement.

(f) All time actually worked in excess of 40 hours per week shall be construed as overtime and shall be compensated for at the rate of time and one-half, payable in wages. Overtime shall be worked only when required by the Publisher or authorized by proper supervisors. When an employee is called to work on the employee's regular day or days off, the employee shall receive, as a minimum, pay in an amount equal to eight hours at straight time. Out-of-town assignments shall be considered individually and on their merits as they concern overtime pay.

(g) The Publisher shall keep a record of all overtime and shall provide the employee concerned access to that record.

(h) Section 1(b) of this Article shall not apply in situations in which (1) the employee requests and the Publisher agrees to a flexible scheduling arrangement or to an arrangement wherein the employee may work all or a portion of a shift at home, or (2) the Publisher makes such a request of an employee and the employee and Publisher mutually agree to the request. Either the employee or the Publisher, subject to the scheduling requirements set forth in this Article, may terminate any such flexible scheduling arrangement. At the request of the Guild, the Publisher shall inform the Guild of any flexible scheduling arrangements which have been mutually agreed upon.

(i) Subject to approval by the Publisher, employees may reduce their work week for a designated period not to exceed 12 months. In the event of a business need, the Publisher may require the employee to return to the employee's former status before the designated period ends. Thirty days prior to the expiration of the designated period, the employee shall notify the Publisher if the employee elects to return to

the employee's former status at the end of the designated period. If the employee fails to provide such notice or elects not to return to the employee's former status at that time, any future change in the employee's hours shall be at the discretion of the publisher.

(j) Work performed outside regular work hours and approved in advance by the Publisher shall be recognized as part of the 40-hour work week.

2. Generally, all employees will receive a fifteen (15) minute uninterrupted paid break for every four (4) hours worked. Those copy editors, page layout editors and wire editors who, consistently, work full shifts for the entire work week editing copy or performing layout work at a computer terminal shall, during the term of this Agreement, receive during each day at the workplace, at least two (2) separate breaks. The breaks shall total one and one-half hours (1½) duration, including the meal break. The scheduling and timing of breaks shall be at the discretion of the Publisher and the Publisher shall designate those employees eligible for breaks. Said employees may schedule their meal breaks in the first or last hour of a scheduled shift, with advance approval of the supervisor creating the schedules.

Employees receiving work breaks as set out herein shall receive such breaks except when manpower shortages, major news events, severe weather problems or other similar emergencies make the granting of such breaks incompatible with the production requirements of the newspaper.

The total length of the work day shall not be altered and employees receiving such breaks are subject to the normal scheduling, overtime and other provisions set out elsewhere in this collective bargaining agreement. The employees who receive work breaks as provided herein will vary depending upon whether or not their jobs entail continuous work on computer terminals over a period of time.

## **ARTICLE 7 – HOLIDAYS**

1. There shall be seven (7) recognized holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day (or the days officially celebrated as such) each calendar year.

2. Holiday shifts shall be the day shift worked on the day of observance. The night holiday shift shall be the night of the day of observance; except, Christmas and New Year's shall be celebrated, on the night side, on the eve of the holiday.

3. Any employee who is required to work on a holiday shall be paid one and one-half (1½) times the employee's regular rate of pay for all time worked that day but will not receive any other holiday pay.

4. Employees who do not work on a holiday will be paid for that holiday only if they request the use of a PTO day (Paid Time Off; see Article 9). Otherwise, the holiday will be unpaid. Employees wishing to take an alternate day off to observe a holiday can request to use a PTO day. Employees who are not eligible for Paid Time Off but who work a holiday will receive 1½ times their hourly rate for all hours worked on the holiday.

5. No less than six (6) weeks in advance of each holiday, the Publisher shall post requests for volunteers to work on holidays, and shall utilize such volunteers, if the Publisher deems them acceptable to perform the work, when establishing work schedules for holidays.

#### **ARTICLE 8 – DISMISSAL PAY**

1. Upon dismissal, except for proven dishonesty or gross neglect of duty, an employee shall receive dismissal pay in a lump sum equal to one week's pay for each fifty-two (52) weeks of continuous service or major fraction thereof, up to and including a maximum of twenty-six (26) weeks' pay, except that no employee shall receive less than four (4) weeks' dismissal pay, regardless of length of continuous service. Such dismissal pay shall be computed at the highest rate of pay received by the employee during the twelve (12) months immediately preceding the employee's dismissal. The term gross neglect of duty shall include, but not be limited to, conduct constituting gross or repeated insubordination, provided that in cases of this nature, the standards and concept of gross neglect of duty shall be met. The period of service to be used for computing dismissal pay under this clause shall include only service rendered in the employ of the Star Tribune and shall not include service rendered in the employ of any other person or corporation.

Assignment to Washington Bureau service shall not constitute a break in employment.

The merger, consolidation, financial reorganization, reincorporation or change of name of the newspaper does not constitute a severance of employment, and no dismissal payment shall be made provided the employee is offered the opportunity of continuing the employee's employment at equivalent salary with the merged, consolidated, reorganized, reincorporated or newly named operation, and provided further that the record of past service of the employee while working for the newspaper is recognized and assumed in writing to the employee and continued by the Publisher of said merged, consolidated, reorganized, reincorporated or newly named operation.

If the Star Tribune should be sold or leased to an outside interest, or merged with an outside organization, then each employee covered by this Agreement, who is at the time of such sale or lease working for the operation merged, sold or leased, shall have a period of five days within which to decide whether or not the employee wishes to continue as an employee of the said merged, sold or leased operation. If the employee decides in the affirmative, and upon written assumption to the employee of dismissal pay liability by the new owners of said merged, sold or leased operation for the length of service of the employee while working for the Star Tribune the liability for dismissal pay upon the part of the Star Tribune shall terminate and cease. If, however, said employee concludes that the employee does not wish to continue working for said merged, sold or leased operation under its new outside ownership, then said employee may resign within the five-day period and the employee's resignation will in such instance, unless the employee is thereupon offered work at an equivalent salary, with continuous service record, on one of the remaining Minneapolis operations owned by the Star Tribune be construed as dismissal, by the Star Tribune and dismissal payment will be promptly made.

"Outside interest" is defined as new ownership of which the major part is held

by others than the Star Tribune and individuals who then are, or immediately prior to the transaction were executives, employees or stockholders of the Star Tribune.

2. In the event an employee is dismissed and paid dismissal pay, and is later rehired before the expiration of the period covered by the dismissal pay, the employee shall refund the unexpired portion to the Publisher. Thereupon the employee shall resume the employee's continuous service status as at the date of dismissal. If necessary, such refund may be made in installments to be determined by mutual agreement.

3. Upon the death of an employee, the amount of dismissal indemnity he would have been entitled to upon dismissal, but not exceeding thirteen (13) weeks' pay shall be paid to the employee's legal beneficiaries, except where group life insurance to which the Publisher contributes is available.

### ARTICLE 9 – PAID TIME OFF AND LEAVES

1. Employees will participate in a Paid Time Off (PTO) plan. Under the plan, on each January 1 benefits-eligible employees shall be allotted an amount of paid time off, based on length of service and standard weekly hours, to be used in that calendar year. These Paid Time Off days may be used at the employee's discretion (with appropriate management approval) to cover vacations, holidays, sick days, funeral leave, safe time (as defined by law or regulation included but not limited to the Minneapolis and St. Paul Sick and Safe Time Ordinances) and any other paid time-off occasions. Full-time employees shall be allotted PTO days as follows:

<u>Length of service (as of Dec. 31)</u>	<u>Hours of PTO granted on Jan. 1</u>
Less than three years	208 hours (26 days)
More than three but less than six years	248 hours (31 days)
More than six years	288 hours (36 days)

Part-time employees with at least 20 standard work hours per week but less than 40 shall have their PTO allotment pro-rated based on their weekly standard work hours. Temporary employees and those regular part time employees who are regularly scheduled to work less than 20 hours per week will receive sick and safe time as mandated by the Minneapolis and St. Paul Sick and Safe Time Ordinances and/or other applicable law or ordinance and are not eligible to receive PTO.

Employees' annual PTO allotment is based on years of continuous service as a regular employee completed by the end of the previous year. When an employee has worked enough years, the employee will automatically receive the next highest PTO allotment on the following January 1.

2. PTO is allotted once at the beginning of a calendar year, except for new hires or

employees newly eligible for benefits. New hires who work a minimum of 20 hours per week shall have their PTO hours determined by their date of hire, and existing employees newly eligible for benefits shall have their PTO hours determined by the date when they become benefits-eligible. Such employees shall be allotted one-twelfth of their normal annual PTO for each full or partial month remaining in the calendar year from their hire date or benefits-eligible date. This pro-rata allotment is available for immediate use, with management approval. If an employee's standard weekly work hours change during the calendar year, the PTO allotment for that year shall not be adjusted, but the PTO allotment for the following calendar year shall be based on standard weekly work hours in effect as of December 31.

3. Employees will receive the current calendar year's allotment of PTO at the end of the first day of the calendar year on which they perform their full scheduled work shift. In the event that allotment occurs for any employee after January 1 of any year, the employee may choose to use the year's allotment (once allotted) retroactively to receive pay for time off on or after January 1 of that year, subject to management approval of the time off.

4. If an employee is absent from work for a period of continuous absence that equals or exceeds 30 calendar days, the allotted PTO for the calendar year in which the absence ends will be reduced by 1/12<sup>th</sup> for each full month of absence. If there are insufficient PTO hours remaining in the current calendar year's allotment for this reduction, the employee will be considered to have borrowed the PTO hours shortfall from the next year's allotment, and the next year's allotment will be adjusted accordingly. The PTO allotment will not be reduced for absences due to an approved FMLA leave. "Continuous absence" is defined as an absence that is uninterrupted or that is interrupted by a return to work of less than one full scheduled work shift. Employees who are on a leave of absence are not eligible for PTO pay while on such leave of absence.

5. Eligible employees may carry over unused PTO into the following calendar year up to a maximum of 40 hours for full-time employees. Employees with less than 40 standard work hours per week will have their carryover pro-rated based on their weekly standard work hours. Otherwise, all other remaining unused PTO is forfeited at the end of a calendar year. Carry-over PTO will be used first to pay for time off in the following year.

6. Employees who terminate from the company shall receive (a) any unused carryover PTO from the previous year and (b) one-quarter of their allotted PTO, if unused, for each full or partial quarter they worked in the current year prior to their termination date.

7. Employees can only use PTO for time off pre-approved by the Publisher. PTO may not be used for unplanned absences that were not pre-approved, with the following exceptions:

a. Death/Bereavement Leave: A regular, PTO-eligible employee shall be granted up to three (3) working days with pay (prorated per their regular schedule) in the event of the death of an immediate family member (such as spouse, domestic partner, child or parent) or someone else significant in the employee's life. Publisher reserves the right to require specific documentation from employees to substantiate the need for bereavement leave. Bereavement leave is paid at the employee's regular straight-time rate of pay.

b. Sick and Safe Time: Employees may use PTO for an unanticipated personal illness or unanticipated illness of a family member, to address issues caused by domestic violence, sexual harassment, or stalking, or other unanticipated Minneapolis and St. Paul sick and safe time. For purposes of using PTO for sick and safe time, “family member” includes the employee’s child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, mother-in-law, father-in-law, grandchild, grandparent, guardian, ward, members of the employee’s household or registered domestic partners. Employees must notify their supervisor of the absence as soon as practicable, normally before the start of the scheduled workday. Habitual, unapproved absences may be a violation of the company Standards of Conduct and a cause for disciplinary action. In these circumstances, the use of PTO for habitual absences may be denied.

Qualifying absences for health reasons include each of the following:

- Diagnosis, treatment, recuperation, or preventative care for a medical or mental health condition, illness or injury
- Medical or mental health emergencies
- Care of a family member or member of household due to unexpected closure of their school or place of care including for inclement weather

When an employee or family or household member is experiencing domestic violence, sexual assault, or stalking the employee may use sick and safe time hours for activities such as:

- Medical and psychological counseling
- Relocation, victim services, and other safety planning
- Seeking a restraining order
- Participating in a legal proceeding

c. Employees that are regularly scheduled after 8 p.m. will receive three (3) paid Wellness Days allotted at the beginning of each year. All other employees will receive two (2) paid Wellness Days allotted at the beginning of each year.

All employees will receive three (3) COVID Days at the beginning of 2023.

Unused Wellness Days and COVID Days are not paid upon termination, nor do they roll over at yearend.

8. Schedules reflecting the use of PTO days for vacation purposes shall be drawn up and posted by the Publisher, and the Publisher agrees that no employee shall be required to take a vacation on less than sixty (60) days' notice.

9. For extended illnesses beyond seven consecutive calendar days, employees are eligible for short-term disability benefits. During such an extended illness, an employee who meets the eligibility requirements for PTO may receive 70 percent of the employee’s regular pay for an approved short-term disability for up to 22 weeks upon approval by a third-party disability leave administrator.

In addition, as of January 1, 2010, existing employees eligible for PTO shall be credited with a one-time Income Protection Bank of 240 short-term disability hours, plus any unused 2009 sick leave hours. Employees eligible for PTO receive an initial forty (40) hours upon hiring. Any allotted PTO hours that would otherwise be forfeited at the end of the year will be rolled over into an eligible employee's Income Protection Bank. Unused Income Protection Bank hours are not payable upon termination. At the start of each calendar year, employees with fewer than forty (40) hours will receive additional hours to set their total to forty (40) hours.

Employees may use the Income Protection Bank to supplement any future approved short-term disability pay up to 100 percent of regular pay and also to cover an approved FMLA Medical Leave for Family Care. A third-party administrator selected by the Publisher determines if a leave qualifies as an FMLA Medical Leave for Family Care. Although employees may use their Income Protection Bank hours for an FMLA Leave for Family Care, they are not eligible for the company's short-term disability pay (70 percent of regular pay) during such leave.

To receive short-term disability benefits and payment from the Income Protection Bank, employees must apply for these benefits and for FMLA Leave for Self-Care or for FMLA Medical Leave for Family Care, whichever is applicable, from the Publisher's third-party disability leave administrator. The third-party administrator determines whether an extended illness qualifies for payment under this benefit. Upon certification of the extended illness by the third-party administrator, the first seven days of an extended illness shall be restored to the employee's PTO allotment and replaced with short-term disability pay (up to 70 percent of regular pay) plus hours from the employee's Income Protection Bank, if available. If the employee has exhausted or does not have an Income Protection Bank, the employee can still elect to use PTO hours, if available, to supplement the disability pay, up to 100 percent of regular pay.

Absences due to pregnancy or childbirth shall be compensated for on the same basis and with the same limitations as are other forms of disability.

10. By arrangement with the Publisher, an employee may be granted a leave of absence without pay not to exceed one (1) year unless otherwise agreed to. Upon adequate notice, a leave of absence without pay shall be granted, not to exceed one (1) year unless otherwise agreed to, for an employee to fulfill the employee's duties as delegate or officer of the Guild or any labor organization with which the Guild is affiliated. Parenting leave, without pay, for a dependent newborn or newly adopted child, will be granted in accordance with the established policy of the Publisher and in accordance with applicable state and federal law. Star Tribune policy recognizes domestic partner as eligible family members for whom a leave for family care may be taken.

11. An authorized leave of absence shall not be considered as an interruption of an employee's record of continuous service with the Publisher, but the period of time on leave shall not be construed as service time in the determination of an employee's credits for experience, dismissal pay and other benefits based on actual time worked.

12. An employee who is a reservist in the armed forces shall be entitled to such leave of absence without pay as is made necessary by orders to which he is subject.



13. Parenting Leave and Caregiver Leave.
  - a. Parenting Leave: If an employee is eligible for family leave under the Family Medical Leave Act (“FMLA”) and/or the Minnesota Parenting Leave Act, the employee may receive 100% of the employee’s straight time wages for up to eight weeks of approved family/parenting leave to bond with the newborn, newly adopted or newly placed foster child, upon approval by the company’s third party leave administrator. Paid parenting leave must be taken within 12 months of the birth, adoption or placement and will run concurrently with FMLA and Minnesota Parenting Leave and any other applicable parental leave for which the employee qualifies. Paid parenting leave is not concurrent with any paid disability leave related to the birth. Paid leave benefits are paid through the Company’s regular payroll and are subject to normal income tax withholding. The employee may use the employee’s PTO allotment to extend the paid parenting leave benefit beyond eight weeks within the first twelve (12) months of the birth, adoption, or placement of the employee’s child.
  - b. Medical Leave for Family Care: If an employee is eligible for medical leave for family care under the FMLA, the employee may receive fifty percent (50%) of the employee’s straight time wages for up to six (6) weeks of approved medical leave for family care to care for a family member (child, spouse, parent, or one who stood in place of a parent) who has a serious health condition, upon approval by the company’s third party leave administrator. The employee may use the employee’s PTO allotment and/or Income Protection Bank to supplement the paid family care benefit, up to one hundred percent (100%) of the employee’s regular straight time pay. Paid family care leave will run concurrently with FMLA and any other applicable family leave for which the employee qualifies. Paid leave benefits are paid through the Company’s regular payroll and are subject to normal income tax withholding.
  - c. Consistent with an employee’s FMLA leave, calculation of any parenting or family leave will be on a rolling twelve-month basis.

If the Star Tribune becomes subject to any federal, state, or local laws mandating paid parenting leave and the effective date of the law(s) precedes the last day of this contract, either party may request a reopener of the paid parenting leave provision of the contract at least 90 days before the effective date of the law for the purpose of renegotiating paid parenting leave benefits. If no agreement is reached during the reopener or if no reopener occurs, the paid parenting leave benefit in this contract will cease on the date the legally mandated paid leave becomes effective.

#### **ARTICLE 10 – MILITARY AND GOVERNMENT SERVICE**

1. Any employee, having a position other than a temporary one, who leaves such position to perform active service in the armed forces, or to perform compensatory service in lieu of military service, or who is required by law to serve the government of the United States shall, if still qualified to perform the duties of such position upon the employee’s return from such service, be granted the same position or a position comparable in character and pay provided the employee makes application for reemployment with the Publisher within ninety

(90) days after the employee is relieved from such service, unless the Publisher's circumstances have so changed as to make it impossible or unreasonable to do so.

Upon returning to duties with the Publisher, the employee shall be restored in such manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in such employment continuously from the time of entering such service, until the time of restoration to such employment unless otherwise agreed upon.

The Publisher is not obligated to rehire any replacement who also entered the armed forces, but the Publisher shall give any such replacement, who nevertheless is rehired, the same treatment as to dismissal pay and experience rating it gives regular employees.

Application for resumption of employment must be made within ninety (90) days of termination of such service, making reasonable allowance for return to place of employment. Voluntary continuation in such service beyond such time as an option of release from service is offered shall forfeit the right of return to employment.

In the event that a war emergency creates the necessity for the elimination of a department, thereby abolishing positions previously held by employees called into service, the parties shall enter into negotiations looking toward formulation of a mutually satisfactory supplement to the above section of the Agreement that will provide for such a contingency.

2. A regular employee promoted to take the place of one entering military service may, upon the return of the latter, be returned to the employee's former position or other work at pay comparable to the former position. Any regular employee so promoted, and while such promotion is temporary, shall continue to receive credit in experience rating for employment in the position from which the employee was promoted. In the event of subsequent permanent change in employment and consequent change of classification, the employee shall receive full credit in experience rating in such new classification for the period in which the employee already has been engaged in such new classification.

3. An employee hired as a replacement for one entering military service shall be considered a temporary employee but shall be covered by the provisions of this agreement applicable to the employee he replaces.

4. An employee hired as a replacement for one entering military service or discharged under government requirements will receive first consideration in the filling of vacancies not caused by such service leave, and, if displaced by return of an employee from such service, will be given consideration when vacancies occur, qualifications being adequate in the judgment of the Publisher.

## **ARTICLE 11 – STANDING COMMITTEE – ARBITRATION**

1. The Guild may designate a committee of its own choosing to take up with the Publisher's representatives any matter arising from the application, interpretation of or adherence to the terms and provisions of this Agreement or affecting relations of the employees and the Publisher during the term of the Agreement. Such matters shall be taken up with the Publisher's representatives within ninety (90) days after the event in question is known or

should have been known to the Guild.

2. The Publisher's representatives shall meet with the standing committee within fourteen (14) days after receipt of a written request for such meeting.

3. In the event of a dispute having to do with the application, interpretation of or adherence to the terms and provisions of this Agreement only, which cannot be satisfactorily adjusted by negotiations between the Guild and the Publisher at the written request of either the Guild or the Publisher served on the other, then the Guild and the Company shall, by joint letter, request the Director of the Federal Mediation and Conciliation Service, to submit a panel list of seven (7) names of arbitrators. If either of the parties refuse or fails to join in such letter, then the other party may make such written request to the Director of the Federal Mediation and Conciliation Service, concurrently mailing a copy thereof to the other party. Within seven (7) days after receipt of said panel list, representatives of the parties shall meet and select from such list one person to serve as a neutral arbitrator. Such selection shall be made in the following manner: The party who filed the grievance shall strike the first name and the other party shall then strike the second name; the parties shall then alternately strike until one name remains. The name remaining shall then be the neutral arbitrator.

4. The Guild and the Publisher shall each be entitled to reject up to one (1) arbitration panel on their individual motion.

5. 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.

6. On the motion of either party and with the concurrence of the other party, a grievance shall be submitted to Advisory Arbitration and the arbitration procedures contained in Section 4 of this Article shall be temporarily suspended. An advisory arbitration shall be conducted in the following manner: (a) Selection of the arbitrator shall be in accordance with the procedures set forth in Section 4 of this Article. (b) The parties will attempt to reach stipulations on as many factual questions as possible prior to the hearing. (c) The Hearing shall be informal in nature. No transcript shall be made. The parties shall not use outside attorneys in the arbitration and no briefs shall be filed. (d) The arbitrator shall advise the parties within 24 hours of the hearing's completion on how the arbitrator would rule on the issue had it been submitted for final and binding arbitration. (e) Such advice of the arbitrator may be either written or unwritten, but any written advice shall be limited to one page. (f) It is understood that any opinion issued by an arbitrator in an advisory arbitration has no precedential value and may not be used in any other proceeding. (g) Both parties reserve the right to reject the arbitrator's advice and may proceed to final and binding arbitration in accordance with Section 4 of this Article.

The cost of such arbitration shall be borne equally by the parties.

## **ARTICLE 12 – INTRODUCTION OF NEW EQUIPMENT**

The Publisher and the Guild have reached certain agreements concerning the introduction of new and substantially different equipment. The understandings are as follows:

1. The Publisher will give the Guild at least 90 days written notice (hereafter called "first notice") prior to the installation of any new and substantially different equipment (hereinafter called "equipment") to be used in the performance of work normally performed by employees covered by the Agreement.
2. The term "employee" shall mean only a regular full-time employee who is: (a) employed by the Publisher at the time the first notice is given, and; (b) covered by the Agreement.
3. If the Publisher contemplates that as a result of the operation of any such equipment the employment of any employee is likely to be terminated, the Publisher shall also so state in the first notice to the Guild. If the Publisher so states in the first notice to the Guild, then any time within 30 days after receipt of such notice, the Guild may request negotiations concerning questions of the termination of employment or conditions of termination of employment of any employee and the parties shall immediately commence negotiations on such question.
4. If the Guild has requested negotiations as provided above and if within 60 days following the date the Guild receives the first notice, the parties have been unable to agree in negotiations on the questions of termination or conditions of termination of any employee as a result of the operation of such equipment, then:
  - (a) Either party may suggest arbitration of the question and if the other party agrees to arbitration, arbitration shall then proceed as provided in Article 11 of the Agreement.
  - (b) If arbitration is not requested or is not agreed to by both parties within 10 days following the 60 day period allowed for negotiations, then the Publisher may, at any time thereafter, give written notice to the Guild (hereafter called the "second notice") that not less than 60 days thereafter the Publisher intends to terminate the employment of any employee as a result of the operation of such new equipment.
5. In any negotiations or arbitration or on any reopening of this Agreement, the only questions shall be the termination of employment or conditions of termination of employment of any employee as defined in paragraph number "2" above. The right of the Publisher to install such equipment and to place such equipment in operation any time 90 days after the Guild has received the first notice shall not be restricted or impaired.
6. Nothing herein shall impair or limit the right of the Publisher, at any time, to dismiss any employee in accordance with the provisions of Article 13 of the Agreement.

### **ARTICLE 13 – DISMISSALS, PROMOTIONS AND TRANSFERS**

1. There shall be no dismissals except for just and sufficient cause or for reduction

of the force for reasons of economy except that the first six (6) months of employment shall be a probationary period during which a new employee may be dismissed at the option of the Publisher.

2. The Publisher shall not dismiss any employee without giving the employee and the Guild notice thereof in writing. Such notice shall be given at least fifteen (15) days prior to the date of dismissal, except that no advance notice need be given if an employee is dismissed for proven dishonesty or gross neglect of duty. If requested by the employee, the Publisher shall, upon dismissal of said employee, furnish a written statement of the reason for dismissal.

3. During the life of this Agreement, dismissals for reduction of the force for reasons of economy shall be accomplished by the Publisher first offering voluntary separation packages to employees within the job titles where, in the Publisher's sole judgment, reductions are required. The terms of such a separation package shall at a minimum be the equivalent of dismissal pay as specified in Article 8, Section 1. Employees shall have, at a minimum, a 14-day window in which they may elect to request a separation package. If more employees elect to request a separation package than the number of packages available, then employees will be selected to receive the package on the basis of seniority. If an insufficient number of employees in one or more job titles accepts the voluntary separation packages, the Publisher may then dismiss employees within those specific job titles in inverse order of seniority, with "seniority" being defined as length of service with the Publisher. For the purpose of dismissals under this provision, "job titles" are defined as:

- a. Digital Designers, Visual Editors, StarTribune.com Design Director, Graphic Artists, Graphics Technicians, Digital Producers, Developers, Digital Editors, Web Editors, Multiplatform Editors
- b. Reporters, Columnists, Editorial Writers, Cartoonists
- c. Photographers and Videographers, Photo Lab Assistants, Photo Editors
- d. Team Leaders, Department Heads and Assistants, Specialty Editors (CAR Editor, Artists Team Leader, Senior Producer, etc.)
- e. Copy Desk Chiefs, Copy Editors, Wire Editors
- f. Design Director, Deputy Design Directors, Assistant Design Directors, Designers
- g. Receptionists, Typists, Clerks, News Assistants, Reference Librarians, Library Classifiers and Researchers
- h. Promotion Copy Writers and Promotion Graphic Designers
- i. Metro Circulation District Managers
- j. Niche Products employees
- k. City Pages Reporters and Editors

The Publisher shall not be required to reduce the force (whether by buyout or layoff) within a job title on the basis of seniority if the Publisher deems that an employee must be retained. The Publisher may exercise its rights pursuant to this paragraph by exempting no more than twenty (20) percent of any reduction in force or one exemption for every five positions or fraction thereof reduced within a job title. However, there shall be no more than 12 exemptions during a calendar year.

4. If an employee is dismissed, the employee or the Guild shall have the right to question such dismissal within 60 days after notice thereof has been sent. If a dismissal is so

questioned, representatives of the Publisher shall promptly review such dismissal with the employee and representatives of the Guild. All reviews concerning dismissals shall be conducted as promptly as possible.

5. Any Guild-represented employee who is dismissed because of reduction of the force for reasons of economy, suspension or reorganization of a department or abolition of a job, shall for one (1) year thereafter, upon the employee's written request, have the employee's name included in a rehiring pool and during such year be given first consideration whenever the Publisher is filling a position for which the employee is qualified. At the expiration of one (1) year and upon written request from the employee, the rehiring pool may be extended for an additional six (6) months. Individuals in the rehiring pool shall receive first consideration on the basis of seniority, as defined in Section 3 above. A former employee need not be considered for reemployment if the employee once refuses an offer for reemployment or if the employee cannot be available for work within thirty (30) days after offered reemployment. To maintain status in the rehiring pool, a former employee is responsible for notifying the Publisher of any changes in the employee's address or other contact information.

6. In the event of consolidation, sale or suspension of the newspaper, the Publisher agrees that, when filling vacancies or adding to its staffs in departments within the jurisdiction of this Agreement, it will, so far as possible, draw from a list of those left unemployed thereby who are, in the Publisher's judgment, qualified for the new positions.

7. The Publisher reserves the right to offer voluntary separation packages for the termination of employment by employees covered by this Agreement. The frequency, timing and amount of any such packages shall be at the sole discretion of the Publisher. In addition, the Publisher shall have the sole discretion to decide to whom any particular voluntary separation package will be offered.

8. Upon resignation, an employee shall give the Publisher notice thereof in writing at least fifteen (15) days prior to leaving the employment of the Publisher unless the Publisher waives the requirement of such notice.

9. If an employee is transferred to a new position, the Publisher shall determine within ninety (90) working days after said transfer whether or not the employee is competent to fill such position. If the Publisher determines that the employee is not competent in the new position, the employee shall be so advised within said 90-day period and shall thereupon be returned to the employee's former position or a position with duties and salary comparable to that formerly held.

10. New positions established within the Guild's bargaining unit or vacancies which occur in present positions, which the Publisher decides should be filled, will be prominently posted for not less than seven (7) calendar days. Any employee wishing to transfer from one department to another will be given first consideration when openings occur, qualifications being adequate in the judgment of the Publisher.

The Publisher will, prior to making the transfer decision, consult with employees who are being considered for transfer to other positions. Employees who are transferred to such positions within the jurisdiction of the Newspaper Guild shall receive written notice of such transfer not less than seven (7) calendar days prior to the specified

effective date and such written notice shall include the reason why the Publisher has elected to make such transfer.

In the event that the Publisher provides such notice with less than seven (7) calendar days' notice, the effective date of the transfer shall be delayed until seven (7) days have passed since receipt of notice by the employee.

11.
  - (1) Employees in Wage Classifications B, C, D, F, and N shall be given first consideration for promotion to positions requiring minimal experience, qualifications being adequate in the judgment of the Publisher.
  - (2) When so promoted, they shall receive credit for experience for that time worked in the classification to which they have been promoted, if any.
  - (3) When so promoted, an employee shall in no case be paid less than the employee's previous position.

Part-time employees shall be given first consideration for full-time openings that occur in the same job classification, qualifications being relatively equal to other applicants in the judgment of the Publisher.

12. No employee will be transferred to work outside the 7-county Twin Cities metropolitan area without the employee's consent and payment of all transportation and other moving expenses of the employee's family. An employee shall have the right to refuse transfer to residence outside the 7-county Twin Cities metropolitan area without prejudice to the employee's employment.

#### **ARTICLE 14 – EXPENSES AND MILEAGE**

1. The Publisher shall reimburse an employee for legitimate reasonable expenses incurred by the employee in services authorized by the Publisher. The Publisher shall continue to furnish employees with equipment deemed necessary by the Publisher to perform their work.

2. An employee shall be paid at the IRS per mile rate in effect as of the date that the employee accumulates the mileage for the use of a personal automobile for any services authorized by the Publisher.

3. The Publisher shall provide the following transportation-related benefits to Guild employees as of the time the Publisher moves its headquarters to 650 3rd Ave. S.

- (a) If employees are required to return full-time to the office, Publisher agrees to provide up to 12 parking spaces in reasonably close proximity to 650 3<sup>rd</sup> Ave. S. to be shared among Guild employees who are staff photographers. Photographers shall be assessed a monthly fee, paid through payroll deductions, for use of these shared spaces. This monthly fee shall be set at \$45 and increased to \$50 on September 30, 2023, and that level shall remain in effect through the term of the Agreement.

- (b) If employees are required to return full-time to the office, Publisher agrees to provide parking spaces in reasonably close proximity to 650 3<sup>rd</sup> Ave. S. to be used by Guild employees, as determined by the Publisher, whose shift end time is after 8 p.m. These employees shall be assessed a monthly fee, paid through payroll deductions, for use of these spaces. This monthly fee shall be set at \$40 and increased to \$45 on September 30, 2023, and that level shall remain in effect through the term of the Agreement.
  - (c) Other Guild employees shall receive a monthly subsidy of \$45 that can be applied toward the costs of parking for work or transit passes, at the employee's choosing. Excluded from eligibility for this monthly subsidy are photographers who are utilizing option "a" above, Guild employees whose shift end time is after 8 p.m. for whom the company arranges parking, Guild employees who work less than 20 hours per week, and Guild employees who are based primarily at locations other than 650 3<sup>rd</sup> Ave. S.
  - (d) The monthly subsidy outlined above shall be placed in a pre-tax parking or transit account during the months that an employee actively participates in the pre-tax transportation program offered by the Publisher or shall be applied to the employee's purchase of a MetroPass through the Publisher. The Publisher has the right to contract with a third party to administer the pre-tax transportation program. The subsidy can be used only in accordance with the rules determined by the third-party administrator and in compliance with federal laws governing qualified pre-tax transportation benefits (IRC Sec. 132(f)).
  - (e) Guild employees who work in the State Capitol Bureau and whose parking costs at state-operated parking lots are paid for by the Publisher shall reimburse the Publisher for the cost of their parking through payroll deductions.
  - (f) Guild employees who are based primarily at the Heritage building will be eligible for the \$45 monthly subsidy which is effective July 1, 2016, to be applied to the employee's purchase of a MetroPass through the Publisher. The parking fee paid by Guild represented employees who are based primarily at Heritage will be no more than \$28 a month during the term of this collective bargaining agreement.
  - (g) The Company and the Guild agree to meet and confer regarding parking and transportation matters if and when the Company requires Guild employees to work at the newsroom located at 650 3<sup>rd</sup> Ave. S.
4. The base rate for amortization of photographers' equipment shall be governed by the Publisher's Revised Photo Amortization Plan.

## **ARTICLE 15 – PART-TIME AND TEMPORARY EMPLOYEES**

This Agreement shall apply to part-time and temporary employees as follows:



1. A temporary employee shall be one who is hired for a specific assignment, or for a specific period to time not to exceed six (6) months, and who is designated as a temporary employee at the time of hiring, except that temporary F-Scale clerks in the sports department who are hired to work on high school sports coverage may be employed for a period of up to 10 months.

The Guild shall be notified by the Publisher of the hiring or use of temporary full or part-time employees in excess of five (5) days.

The Guild shall also be informed of the reason for such hiring.

2. Articles 1 (Exceptions), 11 (Standing Committee – Arbitration), 14 (Expenses and Mileage), 16 (Picket Lines), and 17 (Writers and Photographers) shall apply to all regular part-time and temporary employees. Article III (Union Security) shall apply to all regular part-time employees. Article 4 (Wages) shall apply to all part-time and temporary employees except that they shall be paid and advanced in their classification the same as full-time employees but proportionate to time worked. Section 1 of Article 5 (Beginners and Experience Ratings) shall apply to all part-time and temporary employees.

3. Article 6 (Hours) shall apply to part-time and temporary employees except that any employee working less than forty (40) hours a week shall not be entitled to overtime pay for unscheduled work performed with the employee's consent or at the employee's request, provided that part-time and temporary employees shall be paid time and one-half for all time worked in excess of forty (40) straight-time hours per week.

4. Part-time and temporary employees shall be paid time and one-half for all work performed on holidays recognized in this Agreement.

Article 7 (Holidays) shall apply to any full-time temporary employee who is employed for thirteen (13) or more consecutive weeks.

5. Article 9 (Paid Time Off) shall apply to all benefits-eligible part-time employees as described therein. Temporary employees and those regular part-time employees who are regularly scheduled to work less than 20 hours per week will receive sick and safe time as mandated by the Minneapolis and St. Paul Sick and Safe Time ordinances and/or any applicable law or ordinance and are not eligible for PTO.

6. Part-time employees who immediately preceding dismissal have served continuously one (1) year or more on regular schedules of twenty (20) hours or more a week shall be entitled to dismissal pay benefits as provided herein but in proportion to time worked.

7. Article 10 (Military and Government Service) shall apply to all part-time employees.

8. Section 1 of Article 13 (Dismissals, Promotions and Transfers) shall apply to all part-time and temporary employees. Article 13 shall apply to any regular part-time employee who has been employed at a work week normally consisting of twenty (20) or more hours for thirteen (13) or more consecutive weeks.

## **ARTICLE 16 – PICKET LINES**

1. An employee shall not be required to go through picket lines established by a union on strike sanctioned by its international union, when such sanction is required, provided recognition of such picket line has been ordered by the Guild's Representative Assembly after consultation or request for consultation with the Publisher. The request for consultation shall be granted within 24 hours. The Publisher shall not be required to compensate an employee for time lost through failure to pass a picket line.

2. Notwithstanding the provisions above, the Publisher hereby agrees that in the event the Guild elects to honor or respect a picket line of another union engaged in a strike against the Publisher, employees covered by the Guild contract may, during the period of any such strike, engage in any activities except the following:

(a) For the first 45 days after the strike begins, they may not work for any daily newspaper published or printed within Hennepin, Ramsey, Anoka, Dakota and Washington counties. A daily newspaper shall be any newspaper which is published five or more days each week.

(b) After the 45th day, no more than thirty (30) employees of the Publisher covered by the agreement between the Publisher and the Guild shall work for any daily newspaper published and printed within the limits of the counties designated above.

(c) Neither of the foregoing limitations shall apply to work for any newspaper or publication which commences publication as a result of and during the strike and which is entirely owned and published by one or more unions representing employees employed by the Publisher.

## **ARTICLE 17 – WRITERS AND PHOTOGRAPHERS**

The Publisher may assign reporters to take pictures, make audio recordings and shoot video and may assign photographers to make audio recordings, shoot video and gather information for photo cutlines. Photographers are expected to obtain the correct names of persons in pictures for use in cutlines, when a reporter is present; and, when a reporter is not present, to bring back information for cutlines. In addition, other Newsroom employees may be assigned multimedia reporting and editing responsibilities.

The Publisher shall provide Guild-represented employees the training and equipment deemed necessary by the Publisher to perform such multimedia work. Excluded from this provision are (a) personal equipment purchased by photographers and photo editors who are subsequently reimbursed for the business use of their eligible equipment (e.g., the photo amortization plan), (b) cell phones owned by employees who receive a monthly reimbursement from the Publisher for business use of their cell phone, (c) expenses incurred by an employee enrolled in course work through the Publisher's tuition reimbursement plan for which the

tuition exceeds the amount of the reimbursement, and (d) items not approved in advance by the Publisher.

A reporter's competence shall be judged by the reporter's writing and reporting skills; likewise, a photographer's work shall be judged by the photographer's photo skills. However, the performance of any Newsroom employee may be judged in part by the employee's participation in training to develop new multimedia skills, with the understanding that the employer will make time available for such training.

## **ARTICLE 18 – OUTSIDE WORK**

1. (a) 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 Publisher, provided such activities or services (i) do not interfere with or are not inconsistent with the performance of the employee's duties as an employee of the Publisher; or (ii) are not performed for entities in competition with the Publisher and whose content or advertising (in any form or format) regularly originates in or is related to Minnesota.

(b) It is recognized that an employee may engage in some activities or work restricted by (ii) above, provided the employee has informed the Publisher and the Publisher has approved of the proposed activity or service in advance. Such notification shall be in writing and shall include the name of the prospective employer or party for whom such services or outside activities will be performed and an accurate description of the duties to be performed in such outside activities or services.

(c) If, with the approval of the Publisher, an employee enters into an agreement to appear on any media, as part of such agreement the employee shall request that he be introduced during such appearances as an employee of the Publisher (i.e., Star Tribune staff writer or Star Tribune sports columnist.)

(d) No employee shall exploit an affiliation with the Publisher without permission from the Publisher.

(e) If an employee refuses to comply with this section, the Guild shall be so notified. Continued refusal by the employee to comply shall constitute grounds for dismissal, and in the event of such dismissal, the Publisher shall be relieved of all obligations to such employee under this Agreement as they relate to dismissal pay.

(f) The Guild and the Publisher jointly recognize their responsibility to maintain the integrity of their product. The right of the Publisher to question the propriety of any present or proposed outside activities or services is recognized by the Guild. The Publisher may require a statement of present or proposed services by an employee for anyone other than the Publisher.

(g) All content produced on the Publisher's assignment and time, or with the Publisher's equipment or material, shall become the sole property of the Publisher.

(h) All outside requests received by an employee for content licensing or reuse shall be referred to the Editor, Managing Editor or Editorial Page Editor, who shall determine the price and arrange for delivery if sale thereof is approved.

## **ARTICLE 19 – NON-DISCRIMINATION**

1. The Publisher prohibits discrimination in employment on the basis of race, color, national origin, religion, marital or parental status, disability, status with regard to public assistance, political affiliation, sex, sexual orientation, gender identity or age. The Guild or the Publisher shall not discriminate against any employee because of membership or non-membership in the Guild or activity therein, or because of any of the other categories set forth in this paragraph.

2. All phases of employment are covered by this policy, including but not limited to: recruiting and recruiting advertising; testing and hiring; promotion; demotion and transfer; training; termination; layoff and recall; and compensation.

3. The Publisher and the Guild are committed to developing a diverse workforce and will cooperate with each other to achieve that goal.

## **ARTICLE 20 – HEALTH, DENTAL, AND DISABILITY INSURANCE**

### **1. Benefits Eligibility**

Employees are eligible to participate in the Star Tribune Comprehensive Welfare Benefit and Cafeteria Plan (“Comprehensive Welfare Plan,” or “Plan”), and each of its component programs, on the same basis as nonunion employees, provided they have completed the 28-day initial waiting period following their hire date, as required by the plan and its component programs. The Comprehensive Welfare Plan includes the Health Care Reimbursement Account, the Dependent Care Reimbursement Account, the HSA Contribution Feature and the ability to elect pre-tax premiums for eligible component programs. Component programs under the Comprehensive Welfare Plan include medical, dental, vision, basic life, supplemental life, long-term disability and accidental death and dismemberment insurance programs.

The Publisher is the “Plan Administrator” of the Comprehensive Welfare Plan. It is intended that the Plan contain all necessary provisions to comply with Section 125 and any other applicable section of the Internal Revenue Code. The Plan shall be terminated in the event that the Internal Revenue Service or a court determines that Plan contributions are not proper business deductions for the Publisher. The parties understand that Congress or the IRS may change the rules that apply to the Plan at any time. It is expressly agreed that the Plan shall be amended from time to time to address such changes. [The Publisher may change the terms, conditions and providers or these plans without bargaining with the Guild so long as such changes are equally applicable to nonunion employees.]

### **2. Medical Insurance**

Guild employees shall be eligible to participate in the Star Tribune-sponsored hospital-medical-surgical insurance program on the same basis as non-union employees. The Publisher

may change the terms and conditions of coverage, including but not limited to plan design, premium and cost sharing arrangements, applicable to bargaining unit members without bargaining with the Guild as long as any such change is equally applicable to non-union employees. The Publisher will be responsible for overseeing the administration of the plan.

For plan year 2023, employees shall pay no more than 20 percent of health insurance premium costs in the Star Tribune-sponsored plan. This cap shall expire as of December 31, 2023.

Guild members shall be eligible to participate in the Star Tribune's wellness program on the same basis as non-union employees.

### 3. Group Disability Insurance

Guild employees shall be eligible to participate in the Star Tribune long-term disability insurance program that provides 30 percent coverage paid in full by the Publisher and an option for employees to purchase an additional 30 percent coverage at their own cost. The plan benefit provisions will be the insurer's standard provisions offered to Star Tribune non-union employees. The Publisher may change the provider of the long-term disability insurance plan as long as benefit levels are not substantially changed. Any change in coverage for non-union employees shall automatically apply to Guild represented employees.

### 4. Dental Coverage

Guild employees shall be eligible to participate in the Star Tribune dental program on the same basis as non-union employees. Any changes in coverage for non-union employees shall automatically apply to Guild represented employees. For plan year 2023, employees shall pay no more than 20 percent of health insurance premium costs in the Star Tribune-sponsored dental program. This cap shall expire as of December 31, 2023.

### 5. Vision Coverage

Guild employees shall be eligible to participate in the Star Tribune vision program on the same basis as non-union employees, at their own option and their own cost. Any changes in coverage for non-union employees shall automatically apply to Guild represented employees.

### 6. Union Representative in Benefit Review

Star Tribune, primarily through the Human Resources Department, works with its benefits consultant to review healthcare and other benefit strategies, programs, and options for each plan year. The goal of this work is to make recommendations to the Benefits Plans Administrative Committee. The Benefits Plans Administration Committee, which is comprised of senior company executives, is responsible for approving changes and additions to the benefits package.

While approval of any proposed changes or additions to employee benefits will remain in the Committee's sole discretion, on a trial basis, Human Resources has invited a Guild member to participate in its meetings with the Star Tribune's benefits consultant that will lead to recommendations to the Committee for the 2023 and 2024 plan years.

The trial will end after Company recommendations are made to the Committee with respect to the 2024 plan year, but may be extended by mutual written agreement between the Company and the Union.

## **ARTICLE 21 – LIFE INSURANCE AND AD&D INSURANCE**

1. Employees who meet the eligibility requirements specified in Article 20 shall receive life insurance through the Star Tribune life insurance program under the Comprehensive Welfare Plan in an amount equal to the employee's straight-time annual pay. The plan benefit provisions will be the insurer's standard provisions offered to Star Tribune non-union employees. Beginning January 1, 2005, the insurer's standard age reduction provisions shall apply to all current and future plan participants, except that no age reduction shall apply to any Guild employee who is both a plan participant and age 65 or older on January 1, 2005.

2. Employees may, at their option and their own cost, purchase additional life insurance in increments of one to four times one year's salary for themselves. The supplemental life provisions will be the insurer's standard provisions offered to Star Tribune non-union employees. Beginning January 1, 2005, the insurer's standard age reduction provisions shall apply to all current and future plan participants, except that no age reduction shall apply to any Guild employee who is both a plan participant and age 65 or older on January 1, 2005. Unless the employee purchases the optional coverage when first becoming eligible upon hire, the employee shall provide satisfactory medical evidence of health for such additional coverage.

3. Guild employees also may buy life insurance coverage of one or two times one year's salary for a spouse. (The spouse shall provide satisfactory medical evidence of health.) The spousal life benefit provisions will be the insurer's standard provisions offered to Star Tribune non-union employees and, effective January 1, 2017, will include coverage for domestic partners, if available from the insurer.

4. The Publisher may change the provider of life insurance plans as long as benefit levels are not substantially changed.

5. Guild employees who meet the eligibility requirements in Article 20 may, at their option and their own cost, purchase accidental death and dismemberment insurance ("AD&D") through the Star Tribune AD&D plan under the Comprehensive Welfare Plan on the same basis as nonunion employees.

6. The Publisher agrees to provide death and dismemberment insurance under the company Business Travel and Accident policy for employees while they travel on the business of the Publisher.

## **ARTICLE 22 – PENSION AND RETIREMENT**

1. The Publisher and Guild have agreed on the establishment of a Star Tribune Retirement Plan G effective January 1, 1987. Plan G has received an IRS determination letter that it is a "qualified" plan under the Internal Revenue Code and that all contributions to Plan G are proper business deductions for the Publisher. Plan G must continue to be a qualified

plan. The "Plan Administrator" of Plan G for legal purposes will be the Publisher.

Employees represented by the Guild are participants in Plan G if they met applicable Plan G eligibility and participation requirements. Plan G was frozen effective December 31, 2009. No employee shall become a Qualified Employee and enter Plan G after December 31, 2009. No participant in Plan G shall accrue any additional benefit after December 31, 2009, meaning a participant's accrued pension benefit shall not increase after December 31, 2009.

- (a) The formula for Plan G is a Social Security excess formula:

(1% of Final Average Monthly Earnings up to \$1,400 plus 1.5% of Final Average Monthly Earnings over \$1,400) multiplied by the number of years of Credited Service under Plan G (maximum of 30).

The \$1,400 integration level is increased each year after 1989 by the ratio of the maximum Social Security wage base for such year to \$48,000.

- (b) Final Average Monthly Earnings for Plan G is 1/12 of the average of Certified Earnings for the best four consecutive years of active participation out of the last fifteen years.
- (c) Regular Retirement Age for Plan G is as follows:

Employees born before 1938 will have a Regular Retirement Age of 65

Employees born from 1938 through 1954 will have a Regular Retirement Age of 66

Employees born after 1954 will have a Regular Retirement Age of 67.

- (d) Early Retirement Factors are as follows:

SERVICE

AGE	25 or More	24	23	22	21	10-20
NRA-1	100	100	100	100	100	98
NRA-2	100	100	100	100	98	96
NRA-3	100	100	100	98	96	94
NRA-4	100	100	98	96	94	92
NRA-5	100	98	96	94	92	90
NRA-6	94	92	90	88	86	84
NRA-7	88	86	84	82	80	78
NRA-8	82	80	78	76	74	72
NRA-9	76	74	72	70	68	66
NRA-10	70	68	66	64	62	60
NRA-11	64	62	60	58	56	54

NRA-12	58	56	54	52	50	48
--------	----	----	----	----	----	----

- (e) Plan G participants are eligible for a disability pension after completion of 10 years of vesting service, if totally and permanently disabled.

2. (a) Guild employees shall be eligible to participate in the Star Tribune 401(k) Retirement Savings Plan (“401(k) Plan”) under the same terms and conditions as are applicable to non-union (“Independents”) who participate in the 401(k) Plan. The Publisher will place in the 401(k) Plan the amounts that participants elect to have deducted from their wages. The "Plan Administrator" will be the Publisher. The Publisher may change terms and conditions of the 401(K) plan applicable to employees without bargaining with the Guild as long as any such change is equally applicable to Independents.

3. An additional retirement benefit for Guild employees within Retirement Plan G, in which the Publisher periodically added credits based on a percent of a participant’s pay to a cash balance benefit (“Cash Balance Plan”), was frozen on December 31, 2009, under the terms of Paragraph 1 of this Article 22. No additional pay credits will be added to the Cash Balance Plan, and no new participants will be added to the Cash Balance Plan, after December 31, 2009. For funds in the Cash Balance Plan prior to its freezing, the Publisher will set the interest rate credit at 150 basis points above the discount rate of 6-month Treasury Bills. The benefit under this paragraph does not modify or amend the existing benefits in Plan G in any way, and it shall be in addition to the 401(k) Plan available to Guild employees.

**ARTICLE 23 – JOINT COMMITTEES**

1. Health and Safety

The Publisher shall strive to promote a safe and healthy working environment by preventing, correcting or eliminating unhealthy and unsafe working conditions and practices.

There shall be established a joint Guild/Management Health and Safety Committee, consisting of an equal number of Guild and Publisher representatives, but not less than two nor more than three each. The Committee shall meet for the purpose of jointly considering, inspecting and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of jointly making constructive recommendations with respect thereto, including the formulation of changes to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices.

The final decision-making authority regarding recommendations on safety or health matters shall remain with the Publisher.

2. Worker Participation

The Publisher and the Guild agree that a joint Guild-Management Committee (also known as the Worker Participation Committee) will be formed in the news department by both parties and will meet monthly.



In an effort to encourage discussions of subjects not covered by the normal bargaining and grievance machinery, the Guild and the Publisher stipulate that top-level personnel will participate in the meetings. The Company recognizes that participation of Guild-represented employees is a valuable part of the process.

It is stipulated that, the Committee, meeting under the terms as outlined herein, may discuss matters affecting relations between employees and the employer, including matters relative to the introduction and operation of new automated equipment and the effects of such equipment on the job duties of employees who operate such equipment, but will not take up grievances, which would normally come up in the regular contract grievance machinery. The Committee also may monitor and discuss clerical problems as needed.

The parties may decide from time to time to establish ad hoc committees to address specific issues as they arise. The Guild and Publisher members of such ad hoc committees will be selected separately by representatives from each side of the joint Guild-Management Committee. Each ad hoc committee will dissolve upon completion of its duties.

The Publisher will continue to consult with the Guild before the appointment of newsroom supervisors, consistent with past practice.

The Guild and the Publisher agree that all matters will be discussed on a collaborative basis and that due consideration will be given to the views of both parties. The Guild recognizes that all such discussions are consultative, and that, in any case, the Publisher retains the right to make all final decisions.

### 3. Task Groups

The Guild recognizes that the Company may assign employees to task groups, provided that such groups do not address mandatory subjects of bargaining. These groups shall not have the power to add to, modify, contravene, or otherwise change the terms and conditions of the Collective Bargaining Agreement, past practice, written or oral understanding or other agreements between the parties. The Guild shall be notified of the creation of task groups and may designate observers to attend task group meetings.

### 4. General

a. Paid time off shall be made available for meetings and committee work.

b. With the exception of the Task Groups, the Guild will appoint its members to the committee set forth in this Article.

c. Both parties will develop agenda items and will be open to requests for discussion topics from the other party.

### 5. Metro Circulation Department

The Publisher and the Guild agree to establish a joint Guild Management

Committee in the Metro Circulation Department to discuss any matters affecting relations between employees and the employer, including circulation experiments in how to work more effectively and efficiently and how to improve the quality of work life of the employees.

The Committee will be formed in the Metro Circulation Department by both parties and will meet upon the request of either party.

In an effort to encourage discussions, the Guild and the Publisher have stipulated that top-level personnel will participate in the meetings.

The Committee will not take up grievances, which would normally come up in the regular contract grievance machinery.

The Committee composed of members selected by the Guild and by the Publisher will serve as a means of communications regarding the experiments and to explore suggestions made by either representatives of the Publisher or representatives of the Guild for experiments. The final decision as to which experiments will be attempted and the form each experiment is to take is reserved to the Publisher.

#### **ARTICLE 24 – USE OF FREELANCE MATERIAL**

1. The Guild and the Publisher agree that the Publisher may use from outside the regular News Department staff materials that are:

- (a) The result of happenstance presence at a spot news event.
- (b) Provided by syndicates, news services, other publications and similar sources.
- (c) Criticism, reviews and/or opinion articles.
- (d) Produced by experts or specialists whose principal support or reputation is derived from other than regular newspaper employment.
- (e) Contributed by readers, whether to a public-access forum, the letters to the editor column, the op-ed pages or the like.
- (f) Coverage of sporting events involving Minnesota teams or individual athletes that take place outside the state of Minnesota.
- (g) High school sports coverage generated by stringers that does not exceed 250 published words per article and not to exceed 500 articles per year.
- (h) One-column mugshot photographs.
- (i) Community news coverage generated by stringers that does not exceed 500 published words per article and is published in a zoned news section (i.e., is not published in all editions of the paper), not to exceed 1,000 articles per year. This

is intended to supplement and not displace bargaining unit work.

(j) Travel articles, not to exceed 75 articles per year.

(k) Coverage of national and international stories occurring outside Minnesota and the District of Columbia when no staff member is assigned to cover them, not to exceed 75 articles per year. The Publisher shall notify the Guild in writing quarterly of the specific articles in this category that have appeared in the Star and Tribune including Sunday. Freelance articles in this category shall include those generally dealing with hard news or news-related features and situation pieces of a type that normally would be published in the A or B sections of the Star Tribune.

(l) All other types of freelance work by persons outside the regular staff, assigned by editors, shall not exceed 600 items per year. The Publisher shall notify the Guild in writing quarterly of the specific articles in this category (l) that have appeared in the Star Tribune including Sunday.

2. The Guild and the Publisher agree that when qualifications are sufficient and circumstances allow, the Publisher will first offer freelance ideas originating with the editors to News Department staff members who previously have expressed interest in doing freelance articles on specified subjects. The managing editors will maintain a record of such expressions of interest. When freelance assignments are made to news assistants, copy aides or other support staff members they will be paid, as a minimum, the lowest A-scale rate that exceeds their regular rate of support staff pay. Such assignments will not count against any of the numerical maximums set forth in subparagraph 1.

Editors shall not be required to offer staff members specific unsolicited ideas originally proposed by and ultimately to be produced by a freelancer.

3. Freelancers will be prohibited from using the Company offices or equipment to produce or process their material, with the exception of material produced under subparagraph 2 of this Article and that which is transmitted electronically into the text processing system from outside the Star Tribune building via non-company equipment. Copyediting, layout and other processing of freelance material shall continue to be performed by employees within the Guild's jurisdiction.

## **ARTICLE 25 – SUBSTANCE ABUSE**

1. Employees are prohibited from working or reporting to work under the influence of alcohol or illegal drugs. "Illegal drugs" includes legal drugs that are not legally obtained or are abused or used for purpose(s) for which they were not prescribed or intended. Employees are also prohibited from using, possessing, selling or distributing illegal drugs while working, while on Publisher's property or while operating Publisher's equipment, machinery or vehicles. Except in the case of consuming an alcoholic beverage off the Publisher's property as part of a business-related social setting, employees are prohibited from using, possessing or distributing alcohol while working, while on the Publisher's property or while operating

Publisher's equipment, machinery or vehicles.

2. The Publisher will continue to provide, at its expense, an Employee Assistance Program which offers confidential counseling, assistance and referrals on a confidential basis to employees with chemical dependency problems and other personal problems. Voluntary use of the EAP will not in any fashion jeopardize an employee's position or future with the Publisher. However, an employee's use of the EAP or any other counseling rehabilitation or treatment program does not relieve the employee of the employee's usual obligation to comply with the Publisher's normal standards and work rules.

3. No random drug or alcohol testing shall be conducted on employees. No employee shall be required to take a drug or alcohol test. A drug or alcohol test may be requested of an employee if the Publisher has a reasonable suspicion that the employee is under the influence of an illegal drug or alcohol. In such an event, an employee has the right to refuse to take a drug or alcohol test. No employee will be disciplined for exercising the right to refuse to take a drug or alcohol test or submit to the medical examination and no adverse inference shall be drawn from that refusal. The Publisher may take disciplinary action against an employee who refuses to take such a test or submit to such an examination based on all other available evidence of the employee's impaired performance or conduct that led to the request for the examination or test, provided such disciplinary action is in accordance with Article 13 of the parties' collective bargaining agreement.

Test results will be communicated promptly to employees who will then be responsible for communicating test results to the Guild.

If an employee tests positive on a confirmatory test, the employee may: 1) submit in writing to the Publisher additional information to try to explain the confirmed positive test result, provided that the explanation is received by the Publisher as promptly as possible after the employee has been informed of the confirmed positive test, and 2) request in writing a confirmatory retest of the original sample at the employee's own expense, provided that the request must be received by the Publisher within five (5) working days after the employee has been informed of the confirmed positive test result.

The first time an employee tests positive on a confirmatory test ("first-time failing employees"), if the employee does not timely and successfully refute the results by explanation or retesting, the employee will be subject to discipline for testing positive in accordance with Article 13 of the collective bargaining agreement. Such discipline may include a suspension without pay up to and including five (5) days. First-time failing employees may also be subject to transfer, demotion, or other job change, subject to Article 4, Section 5 of the collective bargaining agreement, if reasonably necessary to protect the safety of any person.

In addition, first-time failing employees may also be subject to discipline in accordance with Article 13 based solely on the conduct or impaired performance that gave rise to management's reasonable suspicion that the employee was under the influence.

However, first-time failing employees will not be discharged solely on the basis of a confirmed positive test result. First-time failing employees who refuse to participate in an appropriate counseling, rehabilitation or treatment program (the "treatment program") as determined by the Publisher after consultation with appropriate health professionals, or who withdraw from or fail to complete the treatment program successfully will be disciplined, up to and including discharge, pursuant to Article 13.

Time lost by a first-time failing employee during participation in the treatment program that requires them to miss work will be governed by the applicable disability and/or leave of absence provisions of the collective bargaining agreement.

The second time an employee tests positive on a confirmatory test requested by the Publisher ("second-time failing employee"), if the second-time failing employee does not timely and successfully refute the test results by explanation or retesting, the second-time failing employee may be disciplined up to and including discharge. Such discipline, if any, shall be in accordance with Article 13.

Nothing in this Article shall restrict the Guild's right to pursue disputes over disciplinary action resulting from the drug and alcohol testing through the grievance and arbitration procedure of the collective bargaining agreement.

#### **ARTICLE 26 – MISCELLANEOUS**

1. An employee's byline or credit line shall not be used over the employee's protest. However, beyond two weeks from original date of production, no byline or credit line shall be changed post-publication. The Employer will honor requests for prospective byline/credit line adjustments based on legal name changes.

2. The Publisher agrees not to have or enter into any agreement with other publishers binding such publishers not to offer or give employment to employees of the Publisher.

3. Each employee shall furnish the Publisher with conscientious service for the entire period of time he is employed each day, and no employee shall be required to perform an excessive amount of service, constituting, in fact, an unreasonable workload.

4. The Company shall not grant time off with pay for any employee for the purpose of the employee participating in the collective bargaining process.

5. Upon ratification of the contract effective August 1, 2008, the Publisher and the Guild agree to work together in a timely manner in collaborating with an educational institution for the purpose of having that institution seek a grant to provide job-skills training for Guild-represented employees at the Star Tribune.

6. If, during the term of this collective bargaining agreement, the Star Tribune adopts a student loan repayment plan, Guild members will be eligible to participate on the same basis as non-Guild members.

## **ARTICLE 27 – SUBURBAN OFFICES**

1. The Publisher, at its discretion, may establish suburban weekly publication(s). Reporters, photographers and copy editors hired to work on any such suburban weekly publication shall be A-scale employees for wage purposes. However, such employees may progress only to the second year level of the A wage scale.

2. When a suburban weekly publication is established, any reporter, photographer or copy editor necessary to staff that publication shall be a new hire. This provision shall not apply to any other position needed for a suburban weekly publication.

3. No A-scale employee who works on the daily newspaper shall be required to transfer to work on a suburban weekly publication.

4. The Publisher may assign freelancers to work for any suburban weekly publication which it establishes. However, no more than fifty (50) freelance articles per year may be used in each suburban weekly publication and any freelance article written for a suburban weekly publication shall not appear in the daily newspaper. Freelance articles assigned pursuant to this paragraph shall not count against the limit for freelance articles in the daily newspaper set for in Article 24, Section 1 (j) of this Agreement.

5. The Publisher shall have the right to utilize stringers on a weekly publication in the same manner (excluding the geographical restriction) that it is entitled to utilize on the daily paper pursuant to Article 24, Section 1 (h) of this agreement.

6. Reporters, photographers and copy editors who are hired to work on a suburban weekly publication shall work primarily on that publication. It is understood that work produced by reporters, photographers or copy editors assigned to a suburban weekly publication may appear in the daily newspaper only on an irregular and occasional basis.

7. The provisions of Article 13, Section 11 of this Agreement shall not apply to a transfer from or to a suburban weekly publication.

## **ARTICLE 28 – WORK ASSIGNMENTS**

1. Notwithstanding any other provision of this Agreement (including Paragraph 3 of this Article), there shall be no restriction on editing work of any type performed by individuals holding the positions specified in Article I, Section 1, provided that no bargaining unit member loses the bargaining unit member's job as a consequence.

2. In addition to the work set forth in paragraph 1 of this Article, individuals holding the positions which previously were in the bargaining unit and which have subsequently been added to Article 1, Section 1 (Director of Photography, 1A Coordinator, Recruiting and Training Coordinator, News Presentation Director), may be assigned the work which was performed in those positions when those positions were in the bargaining unit.

3. The Guild's jurisdiction as defined in this Agreement shall not be altered by this Article.

#### **ARTICLE 29 – PROFIT SHARING**

1. Employees covered by this Agreement shall be eligible for the Star Tribune's profit-sharing plan on the same basis as the Publisher's other employees. The Publisher may, at its discretion, terminate or modify the plan without bargaining with the Guild provided that any termination or modification is applicable to all the Publisher's employees covered by the plan. The Publisher agrees to notify the Guild in writing of any proposed termination or modification at least thirty days prior to the implementation of the termination or change.

2. The Guild bargaining unit, with thirty-day notice, may choose to stop participation in the plan. The Guild will decide what internal mechanism is appropriate to make such a decision. Such decision shall be communicated in a letter to the Publisher or the Publisher's representative. Individuals within the Guild bargaining unit may choose, for whatever reason, to not participate in a payout of the plan. Participation in the payout shall not be construed as agreement with business decisions made by the Publisher.

#### **ARTICLE 30 – APPRENTICESHIPS**

The Guild and the Publisher have agreed to implement a two-year apprenticeship program to promote diversity in the newsroom. The Publisher may hire apprentices under the following conditions:

1. All provisions of the Collective Bargaining Agreement shall be applicable to apprentices with the exceptions of Paragraph 1 of Article 8, relating to dismissal pay, and Paragraph 5 of Article 13, relating to a rehiring pool.
2. The number of apprentices shall be limited to six (6) at any one time.
3. Apprentices may be employed as an apprentice for a period not to exceed 24 months.
4. During their apprenticeship, apprentices may be hired for regular employment.
5. Apprentices shall be compensated at the first and second years of the A or K salary classifications, depending on their position, and may work in any of the job titles listed in those classifications.
6. In the event of reductions of the work force for reasons of economy, apprentices shall be considered to be the least senior of all employees covered by the Collective Bargaining Agreement, even behind other, non-apprentice employees hired subsequent to an apprentice's hiring.

7. Eligibility for the Apprenticeship program shall be limited to employees with two or fewer years of professional journalism experience.
8. An employee who serves five (5) or more months as an apprentice before being hired as a regular employee will not be subject to the probationary period served by newly hired employees (Article 13, Paragraph 1).

### **ARTICLE 31 – GUILD NICHE PRODUCTS**

1. Guild Niche Products are the products for which bargaining unit members will produce all or part of the content. These products are designed to reach a targeted segment of the Star Tribune’s existing audience or new audiences in order to generate advertising revenue, grow audience or increase engagement with existing readers or users. Guild Niche Products may be print, online or other products. They may be distributed via existing Star Tribune distribution methods or through new systems. Guild Niche Products shall not include any existing daily or weekly sections of the Star Tribune, nor shall they include news-driven special sections and special sports sections that are published as part of the Star Tribune. Employees assigned to Guild Niche Products shall be new hires, except as provided for below. Compensation for these employees shall be commensurate with their level of experience, up to a maximum of the third-year level on A Scale (A-3) for reporters, designers, copy editors, photographers and graphic artists, and fourth-year level on the A Scale (A-4) for editors. A new salary scale and new seniority lists for these employees shall be established, separate from A Scale. Compensation for the Guild Niche Product City Pages employees shall be commensurate with their level of experience, and is set forth in the CPR and CPE wage scales in Article 4. There shall be a separate seniority list for City Pages employees.

2. Any transfers of current bargaining unit members to a Guild Niche Product shall be voluntary. In situations in which job reductions are occurring but openings exist for one or more Guild Niche Products, current newsroom staff members facing layoff would be given first consideration for the openings on the products. Existing newsroom staff members who are transferred to a Guild Niche Product under either of these situations will remain on the pay scale and seniority list where they were classified prior to the transfer.

3. There shall be no limit on the use of freelance material in Guild Niche Products.

4. Contributions to the daily newspaper by employees hired to work on Guild Niche Products shall be on an occasional and irregular basis, except that employees assigned to Guild Niche Products may also be assigned to create and edit content for the annual State Fair special section and the editorial content published in the classified advertising sections of the Star Tribune.

5. Employees working on Guild Niche Products may apply for openings elsewhere in the newsroom, and if promoted to that position, their wage will be raised to the level on the appropriate wage classification immediately above their current wage.



## **ARTICLE 32 – JOINT DIVERSITY COMMITTEE**

The Publisher and the Guild are committed to diversity, equity and inclusion, focusing on women and members of traditionally underrepresented groups, including, but not limited to, Black, Latino, Asian American, Native and LGBTQ people, for the positions covered by this Agreement. The company will make a concerted effort to have a diverse applicant pool and to interview diverse candidates for each job.

A joint diversity committee, comprised of up to four representatives each from labor and management, will meet at least once a quarter. It will discuss diversity, equity, inclusion, recruitment, retention, promotions, and career development and other related issues. The goal of these meetings is to collaboratively identify challenges and develop approaches and actionable steps to improve diversity, equity and inclusion at the Star Tribune.

The committee will make recommendations to the Editor, who will attend at least one meeting of the joint committee a year. A professional facilitator will support the work group and its meetings as needed.

At joint diversity committee meetings, management will share updates on the demographics of new hires and departures within the last quarter. It will also provide information, as much as it is aware, of the diversity of applicant pools and candidates interviewed for each opening.

Working groups within the newsroom will provide updates to the joint committee. One of those working groups will include the hiring advisory committee. That committee will include bargaining unit employees and will continue to meet and advise on developing, refining and monitoring recruiting and hiring practices for the newsroom to ensure transparency and equity, with an aim of increasing diversity.

The Guild may request an annual census on newsroom demographics that includes race/ethnicity, gender, the wages of bargaining unit employees. On an annual basis, the company will share the demographics of the newsroom, including leadership roles, on [startribune.com](http://startribune.com) or [startribunecompany.com](http://startribunecompany.com).

## **ARTICLE 33 – HYBRID WORK**

Employees who can successfully complete their assigned work remotely or in the Star Tribune's office with equal productivity will be given the choice of working completely remotely (but within the state of Minnesota or other locations pre-approved by the Publisher), completely in the Star Tribune's office or a hybrid model, with a supervisor's approval. The company has the right to measure and assess the performance of employees whether they are working in the office, remotely or hybrid, to ensure that the quality and quantity of their work meets or exceeds expectations. Employees will communicate regularly with their supervisors in advance about whether they are working remotely or in the office. Remote work will be treated the same as in-office work. Employees are not expected to respond to messages outside their scheduled shift, except in emergencies. The Guild and management will jointly meet at

least once a year to review and evaluate hybrid work and will regularly discuss any changes triggered by unexpected emergencies.

Employees working remotely are expected to be at their suitable work sites and performing work tasks during their regularly scheduled work hours. They are required to check their voicemail and e-mail at regular intervals during work hours, to be determined by their supervisor, and to respond to messages in a prompt manner.

The company will evaluate the hybrid work model after one year, and employees will not be required to return full-time to the office before Sept. 30, 2023. However, supervisors may schedule employees to work in person at the office or other places where it is conducting its work. Such requirements for in-person work could include team or department meetings or tasks; news events such as Election Day / Night; relationship-building activities, such as for new employees; or news-related emergencies. Management must provide 48 hours of notice for employees to be in-office, except in an emergency. Employees may request exemptions from in-office work, such as for health or safety concerns, which will be considered case-by-case.

As stated in Article 14, the company will furnish employees with the equipment deemed necessary to perform their work, in office, remotely or hybrid, without duplication of equipment.

Employees will have 2 months' notice about returning to the office on a permanent basis. If the company decreases its office space and implements shared desks, employees will be given at least 2 weeks' notice.

After Sept. 30, 2023, the publisher has the right to modify or terminate any hybrid work arrangements and schedules, either temporarily or permanently, at any time for the newsroom and throughout the company. The publisher's decisions regarding returning to work in the office or other locations shall not be subject to arbitration. All other rights to grieve and arbitrate under this Article and Agreement remain intact. If an employee believes that a management decision regarding a hybrid work arrangement is discriminatory, the employee may bring that concern to Human Resources, who will review the decision, and the Publisher's antidiscrimination policies will apply to such decisions.

#### **ARTICLE 34 – DURATION AND RENEWAL**

1. This Agreement shall be effective from and after July 06, 2022, to and including June 30, 2025. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Publisher, and the Guild binds itself to the terms of the Agreement with the new owners in the event of sale or lease to an outside interest as defined in Article 7, Section 1.

2. At any time not more than ninety (90) days and not less than sixty (60) days immediately prior to June 30, 2025, the Publisher or the Guild may initiate negotiations for a new agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

3. To the extent that this Agreement provides for any changes in working conditions or terms and provisions of previous agreements, such changes shall not be effective retroactively unless specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STAR TRIBUNE MEDIA COMPANY, LLC:

\_\_\_\_\_  
Michael J. Klingensmith,  
Publisher and CEO

\_\_\_\_\_  
Suki Dardarian, Editor and  
Senior Vice President

\_\_\_\_\_  
Randy Lebedoff, Senior Vice  
President and General Counsel

\_\_\_\_\_  
Colleen Stoxen  
Deputy Managing Editor

MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD, TNG-CWA 37002:

\_\_\_\_\_  
Kelly Smith  
Guild Unit Co-Chair

\_\_\_\_\_  
Candace Lund  
Guild Executive Officer

\_\_\_\_\_  
Kavita Kumar  
Guild negotiations team

\_\_\_\_\_  
Sharyn Jackson  
Guild negotiations team

\_\_\_\_\_  
Josh Jones  
Guild negotiations team

\_\_\_\_\_  
Janet Moore  
Guild negotiations team

\_\_\_\_\_  
Glen Stubbe  
Guild negotiations team

\_\_\_\_\_  
Nancy Yang  
Guild negotiations team

July 06, 2022

Candace Lund  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2233 University Ave W Suite 345  
St. Paul, MN 55114

Dear Ms. Lund:

In conjunction with negotiations for a new collective bargaining agreement effective July 06, 2022, between the Star Tribune and the Minnesota Newspaper and Communications Guild, CWA Local 37002, it was agreed by the parties that the following letters of agreement are in effect:

1. News Assistants
2. Job and Career Reviews
3. Transferring Employees
4. Promotion Department Jurisdiction
5. Promotion Creative
6. Electronic Distribution of News
7. Memorandum of Understanding: Circulation Job Security List

All other letter agreements between the parties are herein agreed to be null and void.

Respectfully yours,

Randy Lebedoff  
General Counsel

Accepted and agreed this  
July 06, 2022

Candace Lund  
Executive Officer

## Letter No. 1

Mike Bucsko  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

As a result of current negotiations for a new contract dated December 28, 1989, it was agreed as follows with reference to news assistants:

### NEWS ASSISTANTS

They are newsroom personnel who are qualified to handle routine news duties. In general, we define such duties as those requiring less skill than those that should be performed by reporters and photographers.

The objective is to free the experienced reporter from routine duties which do not require his or her skills. The distinction between a reporter and a news assistant is this: Everything a news assistant writes may be done in a standardized manner.

News assistants may perform these duties:

1. Gather and write basic kinds of information for news stories which can be produced by use of a form or standardized format. Such material would include, but not be limited to, corporate earnings tables, business shorts, surveys of price changes, changes in prime interest rates, holiday closings, routine obituaries, meeting advances and Voters' Guide.
2. Gather material for and write any calendars, tabular material and agate lines involving material which the news assistant must solicit.
3. Make routine police, court, jail, hospital and fire checks, by phone or in person, as directed by city desk. Report findings to city desk.
4. Perform messenger duties when necessary as directed by city desk.
5. Take dictation from reporters or outside sources.
6. Gather information needed to answer readers' queries, furnish reports to the appropriate editor, and, when directed, personally reply to the query by letter or phone.
7. Perform research as assigned and prepare written reports for the appropriate editor, provided such reports are not written for publication.
8. News assistants may:
  - a. Examine the day's mails discard irrelevant items after consultation and route others to the appropriate person.

- b. Monitor the wire service queues and recommend usable items, consulting a supervisor in case of doubt.
- c. Compile daily and Sunday news budgets at the direction of a supervisor.

News assistants may be subject to criticism for missing a major news angle or for major mistakes in news judgment while performing their assigned tasks.

In the event it is determined that a news assistant should be given a trial as a reporter, that person shall be paid at least the first-year scale and shall be placed on the customary 90-day probationary period.

Respectfully yours,

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Mike Bucsko**

Mike Bucsko  
Executive Officer

## Letter No. 2

Mike Bucsko  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

The purpose of the establishment of a Job and Career Review System is to enhance the quality of the Star Tribune newspaper and to improve the job performance of its staff members. The supervisor-employee review session should be considered a frank exchange between them.

With that in mind, this letter applies to H-scale Guild employees who, as part of their job, give job reviews. This letter does not apply to H scale employees who do not supervise other employees.

Set forth in this agreement between the Guild and the Publisher, the parties agree:

1. When employees participate in job and career review sessions with their supervisors in a "give and take" dialogue with supervisors, they may be advised of job performance shortcomings or similar matters as part of that review.
2. Employees in job and career review sessions are encouraged to participate in a "give and take" dialogue with supervisors and comments or statements made by the employee in such sessions shall not be used as part of subsequent disciplinary action, if any, against such employees.
3. A "summary" or similar formalization of what was said or discussed in the job and career review session will be prepared by the supervisor following the job and career review session to be signed by the employee with or without additional comments by the employee.
4. Material accumulated or prepared for job and career review sessions such as substandard articles or headlines, records of tardiness or absenteeism memos, letters or other materials dealing with certain types of conduct or behavior may also be used as part of subsequent disciplinary action, if any, and may also be used as part of subsequent arbitration procedures, unemployment compensation hearings, human rights forums or otherwise if the Publisher's actions are challenged by aggrieved employees.
5. In addition to their current duties of assigning, coaching and directing their staffs, all H-scale employees who direct the work of other members of the Guild unit have as part of their job duties the following responsibilities:
  - \* Writing effective evaluations, at least once a year, that address their subordinate employees' substantive job performance and skills and, where appropriate, developmental plans for the upcoming year.
  - \* Making appropriate recommendations regarding the compensation, job assignment and, if necessary, any disciplinary action directed at their employees. Job reviews may be used as a means to recommend discipline. Disciplinary matters, including questions of competency, will, in accordance with past practice, be governed by the procedures

of Articles XI and XIII of the collective bargaining agreement between the parties and such other provisions in the collective bargaining agreement as may be relevant to such matters.

- \* Participating in and making recommendations about the hiring of new employees in their area.

6. The parties agree that this document shall not be introduced as evidence in any unit clarification proceeding before the National Labor Relations Board.

Respectfully yours,

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Mike Bucsko**

Mike Bucsko  
Executive Officer

Addendum August 8, 2019:

An employee may request a meeting with upper management to receive job performance feedback and discuss career opportunities and paths for advancement within the company.

Accepted and agreed this  
August 8, 2019

Candace Lund  
Executive Officer  
MN Guild

Randy Lebedoff  
General Counsel  
Star Tribune



**Letter No. 3**

Mike Bucsko  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

In conjunction with a new collective bargaining agreement dated December 28, 1989, between the Star Tribune, Newspaper of the Twin Cities, hereinafter referred to as the Publisher, and the Newspaper Guild of the Twin Cities, hereinafter referred to as the Guild, have agreed that when the Publisher elects to transfer employees from collective bargaining units other than the Guild into positions covered by this Agreement, the following conditions shall apply:

(For purposes of this letter agreement, the term "transferring employee" shall mean an employee from a bargaining unit other than the Guild whom the Publisher transfers into a Guild position. Also for purposes of this letter agreement, the term "sending union" shall mean the exclusive bargaining representative of the transferring employee prior to the transfer.)

1. Unless specifically agreed otherwise, the transferring employee shall be covered by all provisions of this Agreement, except that such employees shall not, as a result of such transfer, incur a reduction in pay or be excluded from any applicable pension plan or 401(k) plan in which such transferring employee has been a participant.
2. The Publisher shall require as a condition of employment of each transferring employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following the transfer.
3. No Guild employee shall be dismissed for reduction of force for reasons of economy as a direct result of the placement of a transferring employee in a Guild position pursuant to this letter agreement.
4. Transferring employees may be utilized in any capacity or fill any position or vacancy within the Guild's jurisdiction as determined by the Publisher.

Respectfully yours,

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Mike Bucsko**  
Mike Bucsko  
Executive Officer

**Letter No. 4**

Randy Lebedoff  
General Counsel  
Star Tribune  
425 Portland Avenue  
Minneapolis, MN 55488

Dear Ms. Lebedoff:

As you know, representatives of the Guild and the Publisher engaged in discussions concerning our jurisdiction in the Promotion Department during negotiations that led to our collective bargaining agreement dated December 28, 1989.

The outcome of those negotiations was an agreement between the parties to make no changes in the contractual language with respect to this matter.

Accordingly, it is the intention and the desire of the Guild and the Publisher to maintain the status quo as it relates to the Publisher's operation of the Promotion Department and to the Guild's jurisdiction in that department. Put another way, the Guild's jurisdiction rights in the Promotion Department, as a result of the 1989 negotiations, are the same as they were prior to those negotiations, and the Publisher shall be entitled to operate the Promotion Department in the same manner as it did before these negotiations.

It is our further understanding that any and all proposals advanced by the Publisher concerning this subject matter during the 1989 negotiations were for the purpose of clarifying the Publisher's view of what constitutes the status quo with respect to the Guild's jurisdiction in the Promotion Department.

Accordingly, we agreed that all such proposals are withdrawn as if they had never been proposed and shall be stricken from the record of these negotiations.

Specifically, the Guild agrees that it will not, under any circumstances, introduce a document identified as Attachment 6 of the Publisher's September 26, 1989, proposal in any arbitration that may be conducted in the future.

Respectfully yours,

**/s/ Mike Bucsko**

Mike Bucsko  
Executive Officer

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

**Letter No. 5**

April 22, 2009

Mike Bucsko  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

This letter outlines changes to the promotion creative group that allow jurisdiction flexibility in the distribution and execution of promotional work.

Bargaining unit employees will continue to work on promotion materials as assigned by the Creative Group Manager (CGM). They will not be required to work on targeted messages (sales pitches to individual marketer clients) or non-core product or non-Star Tribune promotion (new media, non-newspaper print products, etc.), but could do so if assigned by the CGM. The assignment of currently non-jurisdictional work will not result in Guild acquisition of jurisdictional rights to such work.

The Company shall have the right to assign work which might be within the current jurisdiction of the Guild to any employee not represented by the Guild and/or nonemployees. If there is more work than the creative group can handle, or if the skills required to do the work are determined by the CGM not to match the skills of the group (radio, TV, outdoor packaging, merchandising, etc.), the work can be assigned to internal non-Guild design, copywriting or production resources, or external agency resources (scanning, graphics, etc.) without controversy. Expenditures on external agency and freelance resources shall not exceed \$175,000 annually for labor (i.e., excluding cost of materials).

The Guild reserves the right to come to the Company, at any time, to discuss the possibility of increasing the number of Guild positions to meet the potential increases in workload if the Company and/or Guild can show a sound business case for adding additional internal resources to meet promotional needs -- after the workload needs resulting from these proposed changes can be established.

The Company reserves the right to reduce staff to any degree in the event of economic or business conditions resulting in Company-wide reductions in personnel.

Respectfully yours,

**/s/ Randy Lebedoff**  
Randy Lebedoff  
General Counsel

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Mike Bucsko**  
Mike Bucsko  
Executive Officer

**Letter No. 6**

October 10, 2003

Mike Bucsko  
Executive Officer  
Minnesota Newspaper and Communications Guild  
2855 Anthony Lane South, Suite 110  
St. Anthony, MN 55418

Dear Mr. Bucsko:

In conjunction with negotiations for a new collective bargaining agreement dated May 14, 1998, the Star Tribune and the Newspaper Guild of the Twin Cities have reached the following understandings with regard to assignment of certain electronic publishing work. Nothing in this agreement is meant to alter or amend in any way the Guild's contractual jurisdiction provisions as those provisions may relate to Guild claims for jurisdiction over certain electronic publishing work.

In discussions that led to this sideletter agreement, the Star Tribune raised concerns that the use of Guild covered employees to perform certain limited electronic publishing work would lead to claims of jurisdiction over such work by the Guild. The Guild expressed its concern that it not waive or relinquish any claim of jurisdiction over certain electronic publishing work it might now have under the collective bargaining agreement.

By way of example, the parties discussed three (3) categories of work:

1. The Star Tribune stated that it uses both Guild and non-Guild employees to create some electronic databases from which news material and advertising matter may be produced for electronic distribution.

2. The Star Tribune noted that both Guild and non-Guild employees have designed and created pages and templates needed to electronically publish various types of content on the World Wide Web that is different in kind and nature from that which has historically been produced or edited by Guild represented employees. By way of example, the Star Tribune cited the creation of "Multiple Listing Service" database of homes-for-sale listings and a directory structure on America Online for Star Tribune classified ads.

3. Both parties agreed that while Guild covered employees might perform computer programming in their electronic publishing work, computer programming as well as systems maintenance and administration work is performed by non-Guild represented employees in the Star Tribune's online services department as well as other departments.

With regard to Star Tribune representations regarding the use of non-Guild employees to perform work of the kind or nature referred to in categories 1 and 2 above, the Guild stated it lacked direct knowledge of such use and, therefore, neither admits or denies such is the case. The Guild stated that it did not wish to waive or relinquish any contractual claim to jurisdiction over electronic publishing work now being performed or which has been performed in the past by Guild represented employees. The Star Tribune stated that it did not wish to waive or relinquish its right to reject such Guild contractual claims and is not requesting the Guild to waive or relinquish any claim to jurisdiction it now may have over work of the type or nature in categories 1 and 2. The Guild acknowledges that both Guild and non-Guild employees may perform computer programming which may be used in performing electronic publishing work in the Star Tribune's online services department as well as other departments. It is acknowledged that non-Guild represented employees perform systems maintenance and administration work.

In order to facilitate the use of Guild represented employees in a more comprehensive manner and to provide greater flexibility in the use of Guild and non-Guild represented employees in the performance of electronic publishing work of the type or nature referred to above, the parties agree that, on and after the date of signing of this letter, the Star Tribune may assign work of the type or nature referred to in categories 1, 2 and 3 above, as well as other work of similar nature, to Guild represented employees and the Guild will not use the assignment or performance of such work to assert or claim jurisdiction over such work.

Finally, the Guild and Star Tribune recognize that additional instances not now known or contemplated by the parties during the discussions leading to this letter agreement may arise in which the jurisdiction provisions in the parties' collective bargaining agreement do not clearly determine whether certain electronic publishing work falls within the scope of the provisions. In the event that such instances arise, and the Publisher wishes to assign such work from time to time to Guild represented employees, the Publisher will notify the Guild of its intention to do so. In such cases, the assignment and performance of such work shall not have the effect of expanding the Guild's jurisdiction and the Guild will not cite the precedent of having had the work assigned to or performed by Guild represented employees in an attempt to establish jurisdiction over such work in any grievance, arbitration or administrative proceeding. This understanding and agreement does not preclude the Guild from asserting to the Star Tribune that the work in question should be recognized, in fact, as falling within the Guild's contractual jurisdiction or that similar work has been performed prior to the date of this letter agreement by Guild represented employees.

Finally, in making this agreement, the Guild stated that it did not wish to waive or relinquish any existing claim to electronic publishing work which is presently being done by employees covered by the collective bargaining agreement. The Star Tribune repeated that it is not requesting the Guild to waive or relinquish any such existing claim. The Star Tribune also stated, however, that it understands and the Guild agrees that the purpose of this agreement is to avoid creating claims or enhancing any existing claim for certain electronic publishing work of the type or nature referred to herein by the assignment to and performance of such work by Guild represented employees.

Respectfully yours,

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Mike Bucsko**

Mike Bucsko  
Executive Officer

**Letter No.7**

Memorandum of Understanding: Circulation Job Security List

Effective December 5, 2006, the Publisher and the Minnesota Newspaper and Communications Guild ("Guild"), agree to the following regarding the continued employment of employees listed on Attachment A to this letter.

- 1) The Publisher agrees that as of December 5, 2006, each employee whose name appears on Attachment A, titled Job Security List, shall be retained full-time (40 hours per week) in the employ of the Publisher under the terms of this Agreement and any existing contract. An employee whose name appears on the Job Security List shall be removed from such list, and all rights to further employment shall be terminated, upon the earliest of the following events:
  - a. Voluntary resignation or retirement.
  - b. Discharge for just and sufficient cause.
  - c. Death or permanent disability. (An employee who has been found to be permanently disabled and removed from the Job Security List, upon his or her recovery from such disability and submission of sufficient medical evidence, shall return to employment with the Publisher and be restored to his or her appropriate place on the list.)
  - d. Voluntary transfer to an independent or non-Guild represented position resulting from a job offer by the Publisher.
  - e. Failure to remain a member in good standing in the Union in accordance with the provisions in Article III (1).
  - f. The guarantee of employment and job security contained in this section (Section 1) herein survives this Agreement and is to be made a part of all succeeding agreements between the parties and shall be binding upon successors and assignees of the Publisher for as long as a name remains on the Job Security List (Attachment A).
- 1) The Publisher agrees that all employees listed on Attachment A shall work only between the hours of 7 a.m. and 5 p.m., Monday through Friday. However, employees may agree to different hours at their discretion.
- 2) The Publisher agrees that all employees listed on Attachment A shall remain members of the Guild and shall be covered by all parts of the Collective Bargaining Agreement in place except those exempted by this Agreement.
- 3) The Guild agrees, that while there are no immediate plans to reassign the affected employees, the Publisher may assign any employee listed on Attachment A to work in any department at the Star Tribune.
- 4) The Publisher agrees to consider the skills and interest of each employee on Attachment A before assigning them to work different than which they now perform and to provide any necessary training to perform the new assignment.
- 5) The Publisher agrees that any employee listed on Attachment A who voluntarily agrees to or is required to accept work outside his/her present Circulation Department shall not be subject to discharge on the grounds of incompetence.
- 6) The Publisher agrees that employees listed on Attachment A shall receive a one-time \$70.00 (seventy dollars) per month increase to their base salary effective the first pay

period in recognition of their parking privileges. Going forward, the employees listed on Attachment A shall be responsible for their own parking arrangements and fees to the same extent as other Star Tribune employees.

- 7) The Publisher agrees to continue the “coaching” system of performance reviews currently in place for the employees listed on Attachment A.
- 8) The Guild agrees that effective December 5, 2006, this Agreement shall supercede Letter No. 17, Star Tribune Settlement Agreement, Circulation issues.

Signed this 5<sup>th</sup> day of December 2006.

For the Union

For the Publisher

**/s/ Martin Demgen**

**/s/ Helen Wainwright**

Martin Demgen  
Local Representative

Helen Wainwright  
Senior Vice President,  
Labor Relations/Human Resources

cc: Unit members listed on Attachment A  
Darren Carroll

Accepted and agreed this  
1<sup>st</sup> day of May 2013

**/s/ Randy Lebedoff**

Randy Lebedoff  
General Counsel

**/s/ Mike Bucsko**

Mike Bucsko  
Executive Officer

Attachment to Letter No. 7:

**Attachment A**  
Effective December 5, 2006

John Wacker  
Mick Timmons  
Karolyn DeLucca