

COLLECTIVE BARGAINING AGREEMENT

between

Minnesota Newspaper and Communications Guild - CWA Local 37002

and

Public News Service

July 1, 2023 through June 30, 2025

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Preamble

This collective bargaining agreement (“Agreement,” or “CBA”) is entered into by and between Public News Service, a journalism enterprise (“Employer” or “PNS”), and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO), on behalf of the bargaining unit of eligible employees of PNS that it represents (“Guild” or “Union”).

Article 1: Recognition, Coverage, and Jurisdiction

A. Public News Service recognizes the Guild as the exclusive collective bargaining representative for the purposes of wages, benefits, hours of work, and other material terms and conditions of employment for all employees covered by this Agreement.

B. This Agreement covers all full-time and part-time employees employed by Public News Service, except for employees in positions excluded by the National Labor Relations Act (NLRA), or other applicable law, as amended from time to time, including but not limited to: supervisors; managerial employees; interns; volunteers; confidential employees; temporary employees (as defined in Article 9: Employment Classifications); independent contractors and freelancers; guards; any employees with bargaining unit positions that are subsequently reclassified as excluded based on new or changed duties that make such positions managerial, supervisory, or confidential; and any other employees in current or new positions excluded by the NLRA, as amended from time to time. No employee shall be assigned duties that place them outside of the bargaining unit without their explicit written agreement to leave the bargaining unit.

C. The jurisdiction of the Guild is defined as all work presently being performed for Public News Service by the employees covered by this Agreement, and the performance of such work that shall be assigned to employees within the Guild’s jurisdiction.

D. Public News Service will give notice to the Guild of any new positions that are created during the term of the Agreement. If Public News Service creates during the term of this Agreement a new position that Public News Service asserts should be excluded from the bargaining unit, the Guild may initiate discussions with Public News Service to challenge the excluded designation. In the event of a failure of the parties to reach an agreement on the status of a newly created position, the matter may be moved to arbitration pursuant to Article 8 of the Agreement.

E. Independent contractors performing reporter, membership, outreach, or other office and administrative functions at the time this Agreement is ratified may continue to perform their duties as contractors or may be hired as statutory employees eligible for the bargaining unit at PNS’s sole discretion. The number of independent contractors hired by PNS after this Agreement becomes effective will not exceed ten percent (10%) of the total workforce at any time.

Article 2: Management Rights

A. Management of PNS office locations, operations, and the workforce covered by this Agreement are vested exclusively in PNS, except as limited by the specific provisions of this Agreement. PNS will continue to have all sole and exclusive rights customarily reserved to the employer, including but not limited to the rights to: hire, evaluate, lay off, recall, promote, demote, transfer, discharge or discipline for just cause; establish and require observance of reasonable rules and procedures pertaining to PNS's operations and procedures; assign, direct, designate and schedule duties; control all employer property; make technological improvements; select supervisory and managerial personnel and control their conditions of employment; plan, control, direct, form, discontinue, consolidate and reorganize the organizational structure, including the determination of appropriate staffing levels; and designate work to be subcontracted and select subcontractors. PNS will have the sole right to decide all work methods, techniques, and processes, as well as the methods of selling, distributing, and providing all products and services.

B. The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that the rights, power, and authority held by PNS prior to the signing of this Agreement, whether exercised or not, are retained by and remain exclusively with PNS, except as specifically limited or modified by the express provisions of this Agreement.

C. Nothing in this Agreement is intended to prevent, and PNS may, perform all acts or do whatever may be necessary or appropriate to comply with any federal, state, or local laws, regulations, or rules applicable to PNS, its employees, or operations.

Article 3: Information

A. Annual Information. PNS will furnish to the Guild annually by February 1st the following information in connection with the employees in the bargaining unit: name, hire date, job title, full time or part time, and annual salary rate or hourly rate of pay.

B. Notification of changes. PNS will notify the Guild electronically no later than thirty (30) days after any of the following events:

1. newly hired bargaining-unit employee, including all information listed above in paragraph A; and

2. resignations, terminations, retirements, promotions, and/or transfers out of the bargaining unit.

C. Regular Financial Updates. PNS will provide updates on the financial health of the company at least twice annually.

Article 4: Promotion of Diversity and Protection Against Discrimination

A. PNS is committed to the principles of equal employment, diversity, and inclusion. PNS will comply with all federal, state, and local laws providing equal employment opportunities and all other employment laws and regulations. It is PNS's intent to maintain a work environment that is diverse, inclusive, and free of all types of discrimination or retaliation because of actual or perceived race, creed, color, religion, ethnicity, spirituality, gender and gender identity, sexual orientation, national origin, marital status, reproductive health decisions, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, age, veteran's status, uniformed servicemember status, caregiver status, matriculation, credit information, public assistance, genetic information (including testing and characteristics), status as a victim of domestic violence, sexual offence or stalking, or any other category protected under applicable law.

B. This policy applies to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, compensation, discipline, layoff, and other terms and conditions of employment.

C. As an equal opportunity employer, PNS will continue to take affirmative steps to recruit, hire and retain people of diverse perspectives and backgrounds, and foster an inclusive and collaborative environment, particularly for women, people of color, LGBTQIA+ individuals, and members of other minority, or marginalized groups.

D. PNS will maintain a Diversity, Equity, Inclusion and Belonging sub-committee, made up of employees who are not direct supervisors serving on a voluntary basis, to provide recommendations relating to PNS's commitment to diversity, equity, and inclusivity in employment and editorial output.

Article 5: Labor Management Committee

A. It is recognized that matters other than formal grievances may arise that may be appropriate to discuss in Labor Management Committee (LMC) meetings.

B. The Guild and PNS will each designate up to three (3) representatives to participate in the LMC. The LMC will initially meet within ninety (90) days of the execution of this Agreement.

C. Meetings shall be convened once every quarter thereafter at mutually agreed upon dates and times, unless both parties agree to meet more frequently. Each party will propose an agenda at least one business day prior to the LMC meeting.

Article 6: Union Representation

A. All current employees covered by this Agreement will be required to join the Guild or pay required dues within sixty (60) days following the effective date of this Agreement. New employees covered by this Agreement will be required to join the Guild or pay required dues within sixty (60) days of their date of hire as long as this Agreement remains in effect. All covered employees must, as a condition of continued employment, for as long as this Agreement remains in effect, maintain their membership in good standing in the Guild or, in the alternative, pay fees equivalent to the dues and fees that are to be used for the purposes of collective bargaining, contract administration, or grievance adjustment. The Guild agrees to make membership in the union available on the same terms and conditions generally applicable to other members of the Guild.

B. No requirement in Paragraph A of this Article will apply to the extent that it is prohibited or restricted by any state or local law.

C. PNS agrees to deduct from a bargaining unit employee's earnings that employee's Guild membership dues or other authorized fees or assessments upon receiving a voluntary written authorization from that employee that conforms and is in accordance with all applicable federal and state laws. Such amounts will be deducted from the employee's earnings in accordance with the Guild's schedule of rates provided to PNS by the Guild. An authorized officer of the Guild must inform PNS in writing of any change to the deduction rates at least thirty (30) days before the month for which the deduction rate is to be changed. The deductions will continue as long as the authorization remains effective. All monies collected by PNS under this provision will be deducted from the employee's earnings each pay period and be promptly remitted to the Guild, along with a wage report showing each employee's taxable earnings.

D. The Guild will defend, indemnify, and hold PNS harmless against any and all claims, liabilities, and costs, including arbitrator fees, court costs, and attorney's fees, PNS may incur as a result of having performed its obligations under this Article.

E. PNS agrees to allow a Union representative the opportunity to meet with any newly hired Employee eligible to participate in the bargaining unit for thirty (30) minutes in the new Employee's first week of employment to discuss union representation. PNS will provide a copy of this Agreement to all new hires eligible to be in the bargaining unit.

F. PNS will allow up to two (2) Employees (one editorial and one administrative) serving in a leadership role who have been previously identified as such to PNS to use up to five hours per month to participate in contract administration meetings, or to investigate and settle grievance issues and present them to PNS without loss of pay.

Article 7: Personnel Files

A. Upon written request by a bargaining unit employee, PNS will provide the employee with an opportunity to review the employee's personnel file once every six months and, upon separation from employment, once each year following separation for as long as the personnel file is maintained, or more frequently if required by law. PNS will notify an employee of any written warnings or other formal disciplinary action placed in the employee's personnel file.

B. If an employee disputes specific information contained in the employee's personnel file, PNS and the employee may agree to remove or revise the disputed information. If an agreement is not reached, the employee may submit a written statement, not to exceed five (5) pages, specifically identifying the disputed information and explaining the employee's position.

C. Confidential financial, medical, or other sensitive information about an employee will be separately and securely stored and only accessible for human resources purposes.

Article 8: Contract Enforcement

A. Grievance Procedure. A grievance is limited to a dispute or controversy between a bargaining unit employee or group of bargaining unit employees and PNS relating to the interpretation of or application of the terms and provisions of this Agreement. All grievances must be resolved according to the procedures below.

STEP 1 - Any aggrieved employee may informally discuss an issue that may rise to a formal grievance with the employee's immediate supervisor, who will attempt to resolve the matter, except in circumstances where the employee reasonably believes that an informal effort may result in retaliation from a supervisor or PNS. An aggrieved employee may request a Union Representative's assistance with Step 1. Any settlement or resolution reached at this step is not precedential.

STEP 2 - If the grievance is not resolved under Step 1, the Guild must formalize the grievance in writing and provide the following information: the nature of the grievance, detailed facts upon which it is based (including the dates of the occurrence or event giving rise to the grievance), the known employee(s) affected, the section(s) of the Agreement allegedly violated, and the relief requested. The written grievance must be submitted to PNS's Human Resource Department, or designee no later than thirty (30) calendar days after the occurrence of the event giving rise to the grievance or thirty (30) calendar days after the employee(s), through the use of reasonable diligence, should have had knowledge of the event.

Within fourteen (14) calendar days after receiving the written grievance, PNS and the Guild will arrange a meeting to attempt to resolve the grievance. PNS will give its written response to the grievance to the designated Union Representative within fourteen (14) calendar days after Step 2 Meeting. Failure by PNS to respond within the designated timeframe will be considered a denial of the grievance.

STEP 3 – If no satisfactory settlement of the grievance is reached at Step 2, either PNS or the Guild may make a written request to participate in a nonbinding mediation of the grievance with the Federal Mediation and Conciliation Service (FMCS) within fourteen (14) calendar days after the Step 2 written answer is received or due. Participation in mediation under this Step 3 is voluntary and must be agreed to by both PNS and the Guild. If both parties agree to participate in a mediation, it must be conducted and completed before either party submits the grievance to arbitration. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.

STEP 4 - If mediation is unsuccessful in resolving the grievance, a request to participate in mediation is declined by one of the parties, or a timely request to participate in mediation is not made by either party, the Guild may submit a written demand for arbitration within fourteen (14) calendar days following the conclusion of the mediation, a declined timely request to participate in mediation, or PNS's response to the Step 2 meeting is received or due, whichever occurs latest. Both the Guild and PNS have the right to submit the grievance to arbitration.

B. Arbitration Procedure.

1. Within fourteen (14) calendar days after receipt of a timely, written demand for arbitration, PNS and the Guild must confer to attempt to agree on the selection of a neutral arbitrator.

2. If the parties are unable to agree on one arbitrator, the party demanding arbitration may request a list of seven (7) prospective arbitrators from the FMCS. Either party may request up to one (1) additional list if the first supplied list is unsatisfactory.

3. Each party will take turns striking one name from the list until one name remains, which identifies the selected arbitrator. The party demanding arbitration will strike first.

4. The party demanding arbitration shall bear any initial filing fees. The fees and expenses of the selected arbitrator will be shared equally by PNS and the Guild, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party will be responsible for the costs and expenses of its own representatives and witnesses.

5. The arbitration will be administered by the Federal Mediation and Conciliation Service under its Labor Arbitration Rules (except as otherwise modified in this Article).

6. The arbitrator and parties will meet at a time and place agreeable to the parties and proceed to hear matter as soon as reasonably practicable.

7. The arbitrator will not have authority or jurisdiction to base their award on any alleged practice or oral understandings not incorporated into this Agreement. The arbitrator must interpret this Agreement based on the intent of the parties and cannot add to, delete from, or modify this Agreement.

8. The arbitrator's award will be final and binding on PNS, the Guild, and the employees covered by this Agreement. The award must be limited to the issues raised in the original grievance. The arbitrator will have no power to decide any other issues.

C. Deadline Extensions. PNS and the Guild may mutually agree in writing to extend any deadlines set forth in the grievance and arbitration procedures set forth above, for example, to allow additional time to investigate or negotiate a resolution to a grievance. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline will not be precedential and will not otherwise excuse strict compliance with the deadlines for other grievances. If the Guild does not make a timely request to move any grievance to the next step, the grievance will be deemed settled in accordance with PNS's disposition in the prior timely-requested step.

Article 9: Employment Classifications

A. Exempt Status. Employees are classified as either exempt or non-exempt in accordance with the U.S. Department of Labor's Fair Labor Standards Act (FLSA) and applicable state law. Employees will be notified at time of hire of their status under the FLSA.

1. Exempt Employees: An employee who is exempt from the overtime provisions of state and federal law.

2. Non-Exempt Employees: An employee who is subject to the overtime provisions of state and federal law.

B. Part-Time. A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty-two (32) hours per week, but more than twenty (20) hours per week. An employee that regularly works less than twenty hours per week will be eligible to participate in the same benefits as provided by this Agreement, except Article 11: Employment Security and Article 20: Severance Pay.

C. Temporary. A temporary employee shall be defined as an employee who is hired for a period not to exceed nine (9) months, to work when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, to relieve regular employees because of illness, to work during vacation or other leave of absence periods, to temporarily fill a vacated regular position, or to provide unique skills not readily available among employees. Temporary employees will be notified of their status as a temporary employee in the employee's offer letter. Temporary employees are not covered under the terms of this Agreement. In the event a temporary employee is converted to a regular full-time or part-time status, such temporary employment will count toward the employee's introductory period, and their date of hire shall be the original date they were employed by PNS.

Within two weeks of hiring a temporary employee, PNS will notify the Guild, in writing, with the name of the temporary employee, the work they are undertaking and the projected length of time the employee is expected to work. Temporary employees will not be employed for work where such employment would effectively eliminate or displace a regular part-time or full-time employee.

D. Grant Contingent (including time-restricted fellowships). Employees deemed grant contingent, including time-restricted fellowships will be notified of their status as a grant contingent or fellowship employee in the employee's offer letter. Grant contingent and fellowship employees will be eligible to participate in the same benefits as provided by this Agreement, except Article 20: Severance Pay during the term of their grant. In addition, a grant contingent or fellowship employee may be terminated at the conclusion of the term of their grant contract at the sole discretion of PNS (regardless of cause). A grant contingent or fellowship employee whose employment is extended beyond the term of their grant period will become eligible for severance pay benefits. In the event a grant contingent or fellowship employee is converted to a regular full-time or part-time status, such employment will count toward the employee's introductory period, and their service to PNS will be calculated from their original hire date as a grant contingent or fellowship employee.

Article 10: Introductory Period

A. Upon commencement of employment, all bargaining unit employees shall serve an introductory period of three (3) months, beginning on their first day of work. Approximately nine (9) weeks into the introductory period, a new employee will receive an informal review of the employee's performance to date, including any specific weaknesses in skills or performance which, if not corrected, could result in discharge prior to the expiration of the employee's introductory period.

B. PNS may, at its sole discretion, end an employee's introductory period early if PNS identifies no concerns about the employee's job performance. PNS may also, at its sole discretion, extend an employee's introductory period for another sixty (60) days at the end of the three-month period if concerns with the employee's performance remain that could be reasonably corrected within the additional time. If PNS chooses to extend the introductory period, it will provide notice to the Guild and affected employee with a statement regarding the reason for the extension.

C. Employees in their introductory period may be discharged at the sole discretion of PNS, with or without cause, and without recourse under this Agreement. All other Articles of this Agreement, with the exception of Article 8: Contract Enforcement and Article 11: Employment Security will apply to an employee who is in the introductory period at PNS.

Article 11: Employment Security

A. The right to discharge or discipline an employee is at the sole discretion of PNS, except that no employee who has completed their introductory period will be disciplined or discharged without just cause.

B. The Guild agrees that in matters involving assault, workplace violence, expressing intention to cause physical harm, theft, fraud, intentional destruction of property, the inability to perform the essential functions of one's position after engaging in an interactive dialogue with PNS and exhausting all other potential reasonable accommodations as determined under the Americans with Disabilities Act (ADA), and discriminatory harassment of clients or co-workers or other unlawful harassment as defined by the EEOC, PNS has the right to accelerate discipline to a higher level, including discharge, immediately.

C. Progressive Discipline.

1. The parties agree that the purpose of discipline is to encourage employees to take corrective action and make improvements in their work performance and work habits. PNS therefore agrees that when disciplinary action is taken against an employee, discipline will normally be corrective and progressive. As such, PNS will provide three (3) explicitly labeled written warnings, which may include a performance improvement plan, before terminating an employee, except as otherwise provided in this Article. PNS will meet with an employee when administering any written warning. PNS will provide a copy of any employee warnings to the Union and/or notify the Union of an involuntary termination in writing within two (2) business days.

2. Prior disciplinary actions will be considered for purposes of future discipline on a case-by-case basis, depending on the seriousness of the prior and current offense, and the age of any prior offense. Generally, warnings older than two (2) years will not be considered for purposes of future discipline, unless the prior warnings establish a pattern of misconduct for the same behavior or other extenuating circumstances.

D. Suspension Pending Investigation. PNS may place an employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by PNS.

E. Union Representative. An employee will be given the opportunity to have a Union Representative present at any investigatory meeting that may result in discipline, where discipline will be administered, and in all grievance meetings. A meeting will not be unreasonably delayed in the event a specific Union Representative is unavailable.

F. Managers will not reveal information about grievances, discipline, or work status of any employee with other employees who are not managers or confidential employees, except when it is explicitly necessary to the performance of their job duties.

Article 12: New Positions- Job Postings

A. PNS will notify all Employees, by email, of any vacancy in an existing or newly created bargaining unit position PNS intends to fill at least five (5) business days before posting the position externally. Notice includes, but is not limited to, a copy of the proposed job posting. All job postings will memorialize the organization's commitment to equal opportunity in employment.

B. Job Offer. A formal offer of employment will include a full job description of the position and the agreed-upon starting salary.

C. Interview for Internal Applicants. When a bargaining unit member applies to another position internal to Public News Service, they shall be granted an interview if they meet the minimum requirements for the job.

D. Hiring Process. At least one representative from the union bargaining unit will be invited to participate in the hiring process when the field of applicants has been reduced to five candidates or fewer. PNS retains sole discretion on which candidates to hire.

E. Onboarding. PNS will provide all new employees with a basic orientation in the first week of employment that covers the procedures, policies and practices of the operation as well as an explanation of salary and benefits. Within ninety (90) days, new employees will be supported and encouraged to meet with all other employees. New employees will determine shadowing/mentoring as appropriate with their supervisor.

Article 13: Workload Policies and Standards

A. Monthly goals for editorial production.

1. Effective upon ratification of this Agreement, PNS will transition from individual story production goals measured in a unit system to a system based on goals set monthly for the entire editorial department. The managing editor will set the month's total newsroom story and newscasts targets prior to the first business day of that month. Reporters will be able to track production on an individual and group basis throughout the month.

2. Based on the overall targets for any month, individual reporters will be equitably assigned stories and newscasts based on full time equivalent (FTE) status, provided:

- a. No full time reporter will be required to work more than a forty (40) hour average work week each calendar month. This average work week is prorated based on a reporter's FTE status (e.g., .75 FTE = average 30 hours per week, .5 FTE = average 20 hours per week, and .25 FTE = average 10 hours per week).
- b. Newly hired reporters in the employee's ramp up period will be assigned a reduced workload by the managing editor.
- c. A reporter assigned to assist in hiring and training of new employees will have their workload reduced proportionately in any month the employee is involved in these activities.
- d. A reporter assigned to a specific state or states will be assigned stories in the state(s) the reporter covers before receiving assignments for other states or regions.
- e. The managing editor will determine special projects assignments. A reporter's workload will be reduced if the reporter is assigned special projects in a month, including if a reporter is required to assist in media outlet outreach to increase pick up in an assigned state. A reporter will not be required to be primarily responsible for managing media outlet data.

3. Management may determine the priority of story assignments for each reporter by deadline, funding source, state, or any other factor as needed.

4. If in an individual month, the editorial department exceeds the overall newsroom targets, all reporters will receive a five percent (5%) bonus to their monthly salary paid in the following month.

5. Reporters who do not meet assignment goals may be subject to a time-limited performance improvement plan or other forms of progressive discipline as outlined in Article 11: Employment Security.

6. If PNS creates any new products/services during the life of this Agreement, such products/services will be discussed with the Labor Management Committee and factored into monthly goals, subject to any limits set forth in this Article.

7. The procedures above may be modified during the life of this Agreement after collaboration and mutual agreement of the parties.

B. Work hours and workload.

1. PNS will continue its practice of permitting employees to work flexible schedules upon agreement by supervisor. Employees will communicate as necessary with their immediate supervisor(s) to facilitate such flexibility.

2. PNS recognizes the need for employees to balance their professional and personal lives, and the importance of providing flexibility in the workplace in support of that balance. Exempt employees should work with their supervisors to set workload expectations in accordance with their job descriptions and FTE status that allow a full-time (1.0 FTE) employee to generally complete their normally assigned work within forty (40) hours per week.

3. No Employee will be required to maintain a personal social media presence or promote the Public News Service brand or stories on personal accounts on social media platforms.

4. Employees will generally be permitted to work remotely. PNS reserves the right to require employees to attend specific events, conferences, or other work-related meetings in person, when appropriate or necessary, as determined by PNS in its sole discretion. In cases where attendance is needed in person to fulfill their job duties, as much notice as possible will be given. Travel will be by mutual agreement unless it is a requirement of the job.

5. PNS may not assign permanent tasks that require an employee to work outside of their normal weekly schedule, as agreed to with management, on a regular basis without that employee's express consent.

6. An employee who believes that their workload is so burdensome that it substantially interferes with the employee's ability to meet workload or assignment goals and provide quality work within their average weekly schedule (per FTE status) may request a workload review by their supervisor. The supervisor shall meet with the employee within two (2) weeks of the employee's request to discuss the workload review.

7. Compensatory Time Off.

a. PNS and the Guild recognize that workloads vary from week to week and that employees may need to work more than 40 hours per week on some occasions and less than 40 hours per week on others, subject to the limitation in Section A(2)(a) of this Article that reporters will not be

required to work more than an “average” 40-hour workweek each month. In furtherance of allowing employees to work an “average” 40-hour workweek, PNS will allow eligible employees to use compensatory time off on an hour-for-hour basis for all hours worked beyond 40 in a given week, up to a maximum of sixteen (16) hours per pay period. Employees must record all hours worked beyond 40 hours in a week and any compensatory time off hours used on their monthly worklogs.

- b. An employee must receive written approval from their supervisor before taking any compensatory time off, and such approval will be given absent circumstances where granting the time off would unduly disrupt PNS’s operations or place an excessive burden on other employees. In general, compensatory time off must be used within the following two (2) weeks of when it was accrued, but if an employee’s request to use compensatory time off is denied by their supervisor, they will be given an additional two (2) weeks to use the compensatory time.
- c. Under no circumstances will a non-exempt employee accrue or be able to use compensatory time off for hours worked in excess of forty (40) in a given calendar week. Non-exempt employees will be paid an overtime rate in accordance with Section C of this Article.

8. Whenever an employee is assigned to perform the duties of a position which is temporarily unoccupied, and such assignment exceeds seven (7) consecutive workdays, the employee will be paid at a rate of five percent (5%) higher than the employee’s current rate of pay until an employee is hired and begins work in the vacant position. This paragraph will not apply to any reporter unless they are given additional duties unrelated to their regular tasks.

9. An employee’s job duties will not be substantially changed (more than thirty percent (30%) of an employee’s duties/responsibilities/tasks altered or impacted) from their job description upon hire until an employee has received the opportunity to discuss the proposed changes. PNS will provide employees with adequate training and resources necessary to perform the work described in their revised job description. At an LMC meeting, PNS will preview any substantial changes to job duties that will affect multiple employees. Editorial employees will not be required to perform the tasks of non-editorial employees and non-editorial employees will not be required to perform the tasks of editorial employees.

10. No bargaining unit employee shall be required to accept a PNS position outside of the bargaining unit.

C. Stipulations for non-exempt employees.

1. Timekeeping. To ensure that PNS has complete and accurate time records and that employees are paid for all hours worked, employees properly classified as non-exempt from overtime under the Fair Labor Standards Act (FLSA) must record all working time, including time outside of their normal schedule. Employees should alert their supervisor as soon as possible and

in no event later than the end of the pay period of any timekeeping errors. Non-exempt employees must submit timesheets to HR at the end of each payroll period.

2. Overtime. All overtime hours must be approved by an employee's supervisor. Any non-exempt employee who performs authorized work in excess of 40 hours in any one week will be compensated at one and one half (1.5) times the employee's regular rate of pay.

3. Non-exempt employees will be provided any minimum rest periods required by state law in the state where the employee primarily works.

Article 14: Salaries and Wages

A. Employees will be paid twice a month via direct deposit, with no more than sixteen (16) days between pay periods. Exempt (salaried) workers must submit a worklog on the last business day of each month. Nonexempt employees must submit timesheets at the end of each pay period.

B. Minimum Salaries.

1. Effective the first full pay period following the ratification of this Agreement, the minimum annual base salaries for full-time bargaining unit positions will be as follows:

a. Editorial Employees:

i. Introductory Level (less than one year of professional full-time experience in broadcast radio news reporting and/or requiring extra training): \$50,000

(1) PNS reserves the right to move an Introductory Level employee up to the Base Level pay at any time in its sole discretion, but in no event will an employee be kept at the Introductory Level pay for longer than six (6) months.

ii. Base level: \$64,000

b. Non-Editorial Employees (All other non-editorial positions in the bargaining unit, including, but not limited to, outreach, membership, social media, and administrative employees):

i. Introductory Level (less than one year of experience in duties substantively similar to position for which they are hired): \$50,000

(1) PNS reserves the right to move an Introductory Level employee up to the Base Level pay at any time in its sole discretion, but in no event will an employee be kept at the Introductory Level pay for longer than six (6) months.

ii. Base level: \$55,000

2. The salaries listed above are minimum rates only. PNS may, at its discretion, hire employees at higher starting salary rates, or grant other bonus or merit increases in addition to any contractually agreed-upon increases. If PNS provides an employee a higher rate, PNS will notify the union in writing.

C. Non-Editorial Commissions.

1. Eligible, non-editorial employees shall receive a commission for any new money they bank for PNS (new money is defined as money banked as a result of a new organization supporting PNS, either through membership or project support, a former member renewing their support after a lapse of a year or more, or an expansion of an existing membership or project.)

2. Commissions are paid as follows: five percent (5%) of revenue up to one hundred thousand dollars (\$100,000), seven and one-half percent (7.5%) of revenue in excess of one hundred thousand dollars (\$100,000) up to two hundred and fifty thousand dollars (\$250,000), and ten percent (10%) of revenue in excess of two hundred and fifty thousand dollars (\$250,000).

3. Invoices for commissions shall be submitted to PNS at the beginning of each calendar month and paid on the first pay period of each month. If any new money is jointly raised, commissions will be proportionately awarded. New money pro-rated targets are determined for new hires based on when they start. New money totals reset annually January 1st.

D. Non-Editorial Bonuses.

1. All active non-editorial staff (excluding staff whose job descriptions require dedication of 0.5 FTE or greater to banking new money and are eligible for commissions under Paragraph C(1) of this Article) who worked during the previous year will receive a \$500 bonus, paid in the first quarter of the following year, if the annual renewal rate of the previous year is 80% or greater. This will be pro-rated based on the employee's FTE. For new hires in the preceding year, the bonus will be pro-rated from their start date.

2. Any non-editorial staff will be eligible to receive a monthly bonus based on one-quarter of a percent (0.25%) of all money banked from the prior month. Payment will be paid on the first pay period of the month. Any banked new money for a given employee will be subtracted from their portion of this bonus.

E. Across-the-Board Annual Increases. Beginning January 1, 2024 (and each following January 1 within the contract period), all employees will receive an annual percentage increase in salary based on PNS budget considerations. The percentage increase will be announced at least one month prior to January 1. If the announced amount is less than two percent (2%), PNS will meet with the Guild to share the financial data used to determine the increase.

F. Loyalty Pay. Effective each year in the pay period that includes an employee's anniversary of hire at PNS, an employee will receive a five hundred dollar (\$500) increase to the employee's annual salary. Increase will be pro-rated for employees who are less than 1.0 FTE.

G. If PNS adds a new bargaining unit position during the life of this Agreement that is not included above, within 15 days of notice PNS and the Guild will establish a minimum salary for the new position based on the known current salary information for the same or substantially similar position with comparable employers or similar benchmarking data.

H. No employee will see a reduction of salary as a result of the implementation of this Agreement.

I. PNS may establish and implement additional forms of bonuses, commissions, or other incentive payments to employees during the term of this Agreement upon notice and mutual agreement with the Guild.

Article 15: Insurance Benefits, Retirement Savings & Work-related Expenses

A. Health Insurance.

1. PNS will continue to offer comprehensive medical insurance to eligible bargaining-unit employees working regularly scheduled thirty (30) or more hours per week and who have completed thirty (30) days of employment. If multiple health insurance options are available, PNS will consult with the Labor Management Committee to discuss those options to receive a recommendation for the best option to select.

2. PNS will pay at least ninety percent (90%) of the cost of the premiums for eligible employees, unless PNS demonstrates that such an amount would be financially unfeasible. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Human Resources Department.

B. Dental and Vision Insurance. PNS will offer dental and vision insurance to eligible bargaining-unit employees and pay one hundred percent (100%) of the cost of the dental and vision insurance premiums. PNS will reimburse employees up to \$150 annually upon proof of purchase of prescribed glasses or contact lenses if not otherwise covered by insurance.

C. Dependent Coverage. PNS will ensure that the medical, dental, and vision insurance options it offers include the ability to cover eligible dependents of employees. Employees will be responsible for the premium costs for all dependent coverage.

D. Retirement Savings. Employees may participate in voluntary contribution retirement SIMPLE plan by electing to make contributions through a pre-tax payroll deduction of a percentage of their compensation, up to a federally allowed yearly maximum. Each payroll, PNS will match one dollar (\$1.00) to every dollar (\$1.00) contributed by an employee, up to a maximum employer contribution equal to three percent (3%) of the employee's annual compensation.

E. Expenses.

1. PNS will reimburse reasonable and necessary expenses incurred by employees in carrying out job responsibilities in accordance with PNS's standard expense policies. Employees must submit receipts for business purchases within thirty (30) days after the expenses were

incurred, and PNS will provide reimbursement in the first pay period following receipt of a timely submitted expense report.

2. Monthly Stipend. PNS will provide remote-working employees with an eighty dollar (\$80) monthly stipend to cover necessary costs related to employees performing their job duties (such as internet access, mobile device plans, video conferencing subscriptions, etc.) as well as to defray the costs of any necessary equipment purchases. New bargaining-unit employees may receive an advance of up to \$480 (six months of stipend) to be used towards the purchase of necessary equipment at the beginning of their employment. If an employee receives a stipend advance and voluntarily terminates their employment prior to completing six months' of employment, the employee will be required to repay any unearned portion of the advance to PNS and expressly consents to PNS deducting any such amounts from their final paycheck. For example, if an employee receives the full six-month stipend advance (\$480) and resigns their employment after three months, the employee will need to repay half of the advance (\$240).

3. Business- Related Travel. All business-related travel must be approved in advance. All large business expenses including, but not limited to air fare, lodging, and car rental will be paid directly by PNS or charged to PNS unless otherwise impracticable. Where practicable, an employee will be given a two weeks' notice ahead of any required travel.

Article 16: Holidays

A. Employees will receive the following paid holidays each year: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. In addition, to accommodate different spiritual traditions, PNS offers each employee four (4) personal floating holidays, which must be scheduled with a supervisor's approval as far in advance as possible.

B. The days that PNS does not need to produce content for are on the observed dates for: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

C. If an employee is required to work on a holiday, the employee will receive another day off without loss of pay within thirty days.

D. If a holiday falls on a Saturday, the preceding Friday will be a paid holiday. If a holiday falls on a Sunday, the following Monday will be a paid holiday. All full-time employees will be credited for a day's worth of work for any holiday that falls during a scheduled pay period. Part-time employees will be credited for holidays on a pro-rated basis.

Article 17: Paid Time Off

A. Paid Time Off (PTO) days will be allotted as follows, except for new hires: one-half (1/2) of the total days provided will be available on January 1 of each year. The other one-half (1/2) will be available on July 1 of each year. Employees' annual PTO days 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 days allotment for the following calendar year. Part-time employees will have their PTO days allotment pro-rated based on their weekly standard work hours.

New hires will accrue PTO days at a rate of 8.3% per month from their start date through the end of the calendar year in which they are hired. New hires may not use any PTO days prior to completing their first ninety (90) days of employment without management's prior approval, except for qualifying sick and safe time purposes.

B. The total amount of PTO days available to Full-Time employees each year is based on the employee's length of service with PNS according to the following schedule:

- Less than 2 years = 20 days
- 2 years – 5 years = 24 days
- More than 5 years = 28 days

C. A maximum of ten (10) days of unused PTO may be rolled over to the following year with an employee's total accrual capped at thirty (30) PTO days. An employee will not accrue any additional PTO until their balance falls below the 30-day cap.

D. When feasible, PTO requests must be made as far in advance as possible, except for qualifying sick and safe time purposes. PNS will generally grant PTO requests when possible, taking business needs into consideration. If multiple employees request PTO and PNS cannot accommodate all requests, priority will be given to the earliest request.

E. PTO time will not be considered hours worked for purposes of computing overtime. PNS may require employees to use any accrued and unused PTO during disability, family medical leave, or any other leave of absence where permitted or required under local, state, or federal law.

F. Upon separation of employment other than for just cause, and upon at least ten (10) business days' written notice if the separation is a voluntary resignation by the employee, an employee will be paid for accrued/allotted but unused PTO.

G. Sick and Safe Time.

1. PTO days under this Article are also available for purposes of sick and safe time leave. Eligible uses of PTO for sick and safe time leave purposes include the following:

- a. the employee's own mental or physical illness, injury, or health condition;
- b. the mental or physical illness, injury, or health condition of the employee's immediate family member;
- c. to attend an appointment with a health care provider for the care of the employee or the employee's immediate family member,
- d. to travel for healthcare that is not available in the employee's home state,
- e. reasons related to domestic abuse, sexual assault, or harassment, or
- f. any other reason provided for under a state or local sick leave law applicable where the requesting employee primarily works.

2. For purposes of this Article, immediate family members include an employee's spouse or domestic partner, parent or step-parent, child (including foster, adopted, and step-children), brother, sister, grandparent, grandchild, or any other person for whom the employee provides health- or safety-related care.

3. Employees who need to use PTO days for sick and safe time leave purposes must notify their supervisor or Human Resources as far in advance as possible and no less than seven (7) days in advance when foreseeable. In cases of emergency, an employee should give notice as soon as possible following the need for taking leave.

4. The parties agree that the benefits provided under this Article are comparable to or better than those provided under any applicable state or local law requiring paid sick leave. Accordingly, to the maximum extent authorized by such laws, the Guild expressly waives any rights or entitlements to paid sick leave benefits required or provided under any state or local law for all employees covered by this Agreement.

Article 18: Leaves of Absence

A. New Parent Leave.

1. An eligible employee will receive a paid leave of absence of up to twelve (12) weeks in the course of the first year of becoming a parent to a newborn, newly adopted, or newly placed foster child.

2. In order for an employee to be eligible for New Parent Leave under this Article, the employee must have been employed by PNS for at least one calendar year and worked a minimum of 1,250 hours or the equivalent in the 12-month period immediately preceding the start of leave. The employee must also request the leave by providing PNS notice as soon as possible and no later than ninety (90) days in advance of the expected start date of the leave. An employee may request leave prior to becoming eligible as long as they will be eligible at the time the leave starts.

3. If an employee is eligible for paid leave under any other applicable federal, state, or local law and/or any other applicable benefit plan or coverage available to the employee (e.g., short term disability insurance) for the same reason, the employee must exhaust that paid leave first. Upon exhaustion of the other paid leave, PNS will provide the employee with additional paid leave up to the maximum of twelve (12) weeks of total leave in a calendar year.

B. Bereavement Leave. Upon request, PNS will provide up to ten (10) days of paid bereavement leave to employees upon the death of an employee's child, spouse, or domestic partner and up to five (5) days for another person with whom the employee has a close familial relationship, depending on an employee's individual circumstances. PNS will not unreasonably deny an employee's request to use accrued PTO and/or unpaid time off to take additional bereavement leave for exceptional circumstances (e.g., travel outside of the country).

C. Unpaid Leave. PNS will grant unpaid leave without loss of employment or any other repercussions for any employee for military or jury duty. PNS will also consider granting unpaid leave in other situations when an employee does not have any other paid leave available on a case-by-case basis.

Article 19: Seniority and Layoffs

A. Seniority.

1. Seniority will be calculated from the employee's hire date with PNS.
2. Any authorized leave will not constitute a break in service for purposes of seniority, and any time spent on leave will count as service time in the computation of length of service benefits.
3. Seniority will terminate if the employee quits or is discharged for just cause; fails to return to work at the expiration of an approved leave of absence; retires; or has a break in service of more than sixty (60) calendar days.

B. Layoffs.

1. Definition. A layoff is the elimination of a bargaining unit position or positions, resulting in the separation of an employee or employees.
2. Notice. In the event of a layoff, PNS will give the affected employee(s) and the Union at least thirty (30) days' written notice, or as much notice as possible if circumstances prevent giving at least thirty days' notice in advance of the effective date. Upon request, PNS will meet with the Guild for the purpose of considering alternative cost saving measures.
3. PNS will determine the order of layoffs based on its business needs, taking into consideration various criteria including, but not limited to:
 - a. Employer reporting coverage needs and other demonstrable funding considerations;
 - b. Disciplinary history;
 - c. Seniority; and
 - d. Diversity, equity, and inclusion goals.
4. A rehire list will be established in reverse layoff order, with the most recently laid off employee with appropriate qualifications to be recalled first in the event of a vacancy. An individual will be on the rehire list for a period of one year from their date of layoff or until offered a position, whichever occurs first. A recalled employee will have seven (7) calendar days from the recall notice by last known email address or the postmarked date of certified mail to notify PNS of the employee's intention to return to work.
5. After a period of sixty (60) consecutive days of employment for PNS, an employee who is laid off from employment, and returns as an employee of the organization within twelve (12) months of their termination, shall receive credit for past service in the computation of pay and benefits.

6. PNS may solicit or consider offers of voluntary resignation from employees before involuntarily laying off employees. PNS may accept or reject such offers at its sole discretion. Employees whose voluntary separation offer is accepted will be paid the amount of severance pay provided in Article 20: Severance Pay and any other amounts owed upon separation.

7. There will be no layoff of a bargaining unit employee when a temporary employee or contract employee is performing work that the bargaining unit employee subject to a layoff could perform at a similar level factoring the needs, requirements and scope of the work to be done. It is not the intention of PNS to use excluded employees, freelance journalists, interns, temporary employees or any combination thereof to replace bargaining-unit jobs.

Article 20: Severance Pay

A. Employees who have worked for PNS for more than one (1) year and are laid off or discharged from employment at PNS for reasons other than just cause will be entitled to severance pay.

B. Severance will be paid as follows: one (1) week of severance pay for each full year of employment with PNS, up to a maximum cap of ten (10) weeks of severance pay per employee.

C. The severance pay will be divided into approximately equal installments and paid at PNS's regular payroll intervals during the period immediately following the eligible employee's separation date. Severance payments will immediately cease in the event the employee is rehired during the severance pay period.

D. PNS may offer an enhanced severance package to employees at its sole discretion.

Article 21: Successorship

PNS will give a copy of this CBA to any potential successor, purchaser, assignee, or other party involved in any sale, transfer, or assignment of assets covered by this Agreement. This Agreement will be binding upon any successor.

Article 22: Savings Clause

If any provision of this agreement is determined to be invalid by a court, administrative agency, or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance, or other applicable government regulation or rule, such provision shall be treated for all purposes as null and void, and the remainder of this Agreement shall continue in full force and effect.

Article 23: No Strikes/No Lockouts

During the life of this Agreement, PNS will not declare any lockout, and the Guild and each employee covered by this Agreement will not cause, call, or permit any strike, work stoppage or suspension, slowdown, sit down, picketing, boycott, concerted refusal to work, or other interruptions of work.

Article 24: Duration of Agreement

A. This Agreement will commence on July 1, 2023 and expire at 11:59 p.m. (EDT) on June 30, 2025.

B. At any time not more than ninety (90) days and not less than sixty (60) days immediately prior to July 1, 2025, PNS or the Guild may give written notice to the other that it desires to modify or terminate the Agreement or any part thereof. In the event a notice of modification is provided, the Agreement will remain in effect during the period of negotiations.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of signature.

EMPLOYER or PNS:

Public News Service,
A nonpartisan, journalism benefit corporation

Date: 6/14/2023

DocuSigned by:
Joshua Wise
By: 2073D9378EDD498...
Joshua Wise

Its: Managing Director

GUILD or UNION:

Minnesota Newspaper and Communications
Guild, TNG-CWA Local 37002 chartered by
The NewsGuild-CWA (AFL-CIO),
on behalf of the bargaining unit of eligible
employees of Public News Service that it
represents

Date: 6/13/2023

DocuSigned by:
Candace Lund
By: A5B9FAE0241C471...
Candace Lund

Date: 6/13/2023

DocuSigned by:
Jake Sinderbrand
By: D122DE130B18451...
Jacob Sinderbrand

Date: 6/13/2023

DocuSigned by:
Nadia Ramlagan
By: DDEA1E8E53A448...
Nadia Ramlagan

Date: 6/14/2023

DocuSigned by:
Samantha Glazer
By: ZFE33321D9EC4BF...
Samantha Glazer

Date: 6/13/2023

DocuSigned by:
Eric Tegethoff
By: 2DD0F5A4E2484A8...
Eric Tegethoff

Signature Page to Collective Bargaining Agreement