# **CONTRACT**

Between

# MINNESOTA NEWSPAPER & COMMUNICATIONS

TNG-CWA Local No. 37002

and

NORTHWEST PUBLICATIONS, INC.

as Publishers

of

ST. PAUL PIONEER PRESS

June 2, 2023 through June 30, 2026

## JURISDICTION AND COVERAGE

**SECTION 1**. This agreement is made the 2<sup>nd</sup> day of June 2023 between Northwest Publications, Inc. only as publishers of the St. Paul Pioneer Press, hereinafter known as the Publisher, and the Minnesota Newspaper & Communications Guild, TNG-CWA Local No. 37002, a local chartered by the Newspaper Guild, hereinafter known as the Guild, for itself and on behalf of all employees of the Publisher, except as hereinafter provided, in the Editorial, Advertising, Circulation, Accounting, Promotion, Telephone Switchboard (PBX), Systems, and Building Maintenance departments of said newspaper's governing conditions of employment in said departments. The Guild also shall have jurisdiction and coverage over the electronic distribution of news and advertising material, including employees of TwinCities.com. The Guild is recognized as the duly authorized agent for collective bargaining of the said employee.

The Company and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between the parties be characterized by mutual respect.

SECTION 2. The following are excluded from application of this agreement: Accounting Manager; Accounting Supervisor-Circ Acct.; Accounting Supervisor-FA/Cashier/AP; Adv. Accounting Manager; Executive Assistant-Finance; Manager of Financial Report/Budget; Payroll Acct Supervisor; Prepress Process Control Mgr.; Adv Dir/Class-Online Sales; Adv. Director/Display Sales; Adv. Project Manager; Advertising Financial Analyst; Executive Asst-Adv.; VP-Advertising Sales; Asst. Classified Sales Mgr/Recruitment; Automotive Advertising Mgr.; Class Advertising Real Estate Manager; New Business Dev. Mgr.; Category Sales Managers; Executive Assistant; Retail Sales Managers; Home Delivery Manager; Circulation Marketing Assistant; Circ Operations Manager; Executive Asst-Circ.; Field Operations Mgrs.; Circ Retail Sales Manager; NIE Manager; VP/Director of Circulation; Territory Sales Managers; Division Managers; Senior Administrative Assistant; Sales Development Manager; State-Circulation Mgr.; Credit Manager; Customer Service Mgr.; Asst Mgr/Trainer; Consumer Marketing Manager; Director of Market Research & Information; Technical Support Specialist; VP/Chief Financial Officer; Director of Marketing; Executive Assistant-Market Dev; Associate Editor; Editorial Page Editor; Deputy Sports Editors; Editorial Budget Manager; Executive Asst-

SVP/Editor; Exec. Asst-Managing Editors; Graphics Director; Managing Editors; Newsroom Info & Tech Director; Newsroom Systems Managers; Photo Director; Projects Editor; Senior Editors; SVP/Editor, Production Director; Exec. Asst./Production; Manager Printing Operations; Prepress Manager, Prepress Operations Managers; Prod Admin Manager; Assistant Pressroom Mgr/Maintenance; Data/Telecommunication Administrator; Network Administrators; Network Services Manager; Circ Sales & Marketing Manager, Single Copy Managers-Operations; Director of Technology; Executive Assistant-Technology; Tech Support Services Mgr.; Technology Project Manager; Fleet Manager, and supervisory personnel of TwinCities.com.

If the Publisher establishes a new position(s) in any department represented by the Guild and if the Company asserts the new position(s) should be excluded from Guild representation, then a fifteen (15) day notice shall be given to the Guild. The parties shall meet within that fifteen (15) day period to discuss the management assertion.

No new position for which the Publisher asserts exclusion status within the meaning of Section 2 of the Collective Bargaining Agreement shall, in fact, be excluded until and unless such exclusion occurs as a result of agreement or arbitration award, as provided in the final paragraph of Section 2.

Such new position shall be placed in a special "limbo" status, in which it is neither included nor excluded from the Guild bargaining unit, pending final resolution of the specific Section 2 controversy.

It is agreed that a position's limbo status shall be terminated immediately upon resolution of the Section 2 dispute, whether by agreement or arbitration award. The issue must be moved to arbitration within 180 days of the Company's assertion or the position will be excluded. This time period can be extended by mutual agreement.

In the event that the ultimate resolution of a Section 2 dispute is that the position in question is to be included in the Guild bargaining unit, the Publisher shall pay to the Guild an amount equal to the dues it would have collected from the employee or employees holding the position had Section 5 of the Collective Bargaining Agreement been applied during the limbo period.

If no agreement has been reached within forty-five (45) days of the time of the first notice, then either party may submit the question to binding arbitration under Section 15 of the existing agreement.

The arbitrator's decision will be based on the National Labor Relations Act, as amended, and such criteria and standards as have been established by the National Labor Relations Board.

**SECTION 3**. Temporary employees shall be excluded except for wages, hours and overtime. A temporary employee is one employed on a special project for a period of not more than six months. The Guild shall be notified in writing within two weeks of initiation as to the nature of such project and its duration. The cost of utilizing an employee from a temporary agency shall always be at least 120 percent of the wage classification in which the work is being performed. The company shall provide the Guild with receipts as requested to verify this provision.

On call positions will be maintained to provide coverage for unusual or irregular or unexpected coverage. On call employees will be subject to provision of the collective bargaining agreement except Sections 22, 24 and Letter 9. On call employees will not maintain any rights to a regular schedule.

Effective July 1, 1999, on call employees will be eligible for employee benefits described below:

# **Vacation**

On call employees will be eligible for paid vacation once the employee has worked at least 780 hours in the previous Guild vacation year (January-December). The amount of vacation earned will be proportionate to the time worked.

# <u>401k</u>

On call employees may enroll in the Guild 401k plan after the employee has worked at least 390 hours during the period of January through June or July through December payroll periods. Once qualified, an employee may continue to participate in the 401k plan.

# **Pension Plan**

On call employees will receive pension credit for each calendar year in which the employee has worked 1000 hours or more.

# **Health & Dental Insurance Benefits and Paid Holidays**

On call employees are eligible for health insurance, dental insurance and paid holidays when the employee has worked 390 hours in a half-year period as described herein. Eligibility will be verified and determined semi-annually:

July 1: verification/enrollment date for prior January through June payroll periods January 1: verification/enrollment date for prior July through December payroll periods

To be eligible, an employee must have worked at least 390 hours during the measured six-month period to participate during the next six-month period and must satisfy any specific conditions set forth below:

On call employees may enroll in the health and dental insurance benefits available to part-time employees as set forth in section 53 after both 1040 total hours of service and the completion of a half-year period as described above in which the employee has worked 390 hours.

On call employees are entitled to paid holidays as set forth in section 16 proportionate to the time worked after completion of a half-year period as described above in which the employee has worked 390 hours.

If after a period of 90 days an on call employee has worked a substantially regular schedule, the union may request that the employee be reclassified to regular part-time status. Within thirty days of the Guild raising the issue with the company, the company will:

Reclassify the employee to regular part time status or

Discontinue the employee's substantially regular schedule or

Reclassify the employee to temporary status.

In addition to the above actions, the company and the Guild may agree to another mutually agreeable outcome.

If a part-time employee who works a regular schedule of fifteen (15) or more hours per week, has their regularly scheduled hours involuntarily reduced on a permanent basis by thirty (35) percent or more, it will be considered a lay off. The employee may choose to take the reduction of hours, exercise bumping rights or receive severance pay. Severance pay shall be computed based on their time continuously employed on any or all of the newspapers of Northwest Publications Inc. Classified voluntary phone sales and voluntary typists are exempt from this section. Employees in these classifications may have their hours reduced to meet business needs. Employees in these classifications will be made aware of this practice at the time of hire.

Part time employees shall be paid and advanced in the classifications the same as full time employees but proportionate to time worked. Part time employees hired after May 24, 2012, who work regular schedules of twenty (20) or more hours per week shall have all other contractual benefits proportionate to time worked.

**SECTION 4**. The Publisher guarantees that positions now filled by permanent employees shall not be made part time or on-call positions during the life of this contract except on voluntary agreement in advance with the individual concerned and the Guild.

#### UNION SECURITY

**SECTION 5**. Guild membership in good standing shall be required as a condition of employment for:

- (a) All present members in all departments;
- (b) All employees who become members;
- (c) All employees hired after the effective date of this contract except in the advertising department, where at least four out of every five persons hired shall become members, and in the editorial department, where at least nine out of every ten persons hired shall become members.

**SECTION 6.** Employment of persons referred to in Section 5 shall be terminated by the Publisher within 30 days upon notice by the Guild of suspension or expulsion of such member for non-payment of Guild dues.

**SECTION 7**. Any person discharged under the Guild shop provisions is not entitled to receive severance or vacation pay benefits.

**SECTION 8**. Checkoff - Upon an employee's voluntary written authorization, the Publisher shall deduct per payroll period from the payroll period's earnings of such employee and pay to the Guild within five days of 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.

# ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: St. Paul Pioneer Press

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 period 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 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		

**SECTION 9**. The Publisher agrees to furnish to the Guild within one week after employment or separation of an employee a partial duplicate of the payroll order form made out for each employee at the time of employment or separation containing the following information:

Name, address, telephone number, department employed in, effective date of employment or separation, Guild contract classification, job title, and years of experience credited to that employee in such position.

Each person hired shall be informed by the Publisher of the Guild Shop provisions herein as they apply to that person.

**SECTION 10**. Where membership in the Guild is a requirement, employees shall be given 30 days to establish that membership.

**SECTION 11**. In the Editorial and Advertising departments, if the Publisher claims exemption for any employee, he/she must do so at the time he/she notifies the Guild of hiring the employee; otherwise the employee must establish Guild membership.

**SECTION 12**. At no time shall Guild membership in either the Editorial or advertising departments fall below 80 percent of the employees in the department.

**SECTION 13**. During the life of this contract, and while the Publisher continues to perform his/her obligation hereunder, there shall be no strikes or walkouts, and while the union continues to perform its obligations hereunder, there shall be no lockouts. If the Publisher refuses to arbitrate grievances as provided for in Section 15 or to abide by an arbitrator's decision, then the provisions of this section shall become inoperative, provided that, in the case of the refusal to arbitrate, the Guild has sought and received an order to compel arbitration which has been refused by the Publisher. An appeal of an arbitrator's decision shall not be deemed to be a refusal to abide by a decision. This section shall not operate to restrict the provisions of Section 14.

**SECTION 14.** Employees shall not be required to go through picket lines established against the plant of the Publisher by striking employees of the Publisher, as defined in the first paragraph of this contract, provided that recognition of such picket lines has been ordered by the Guild's executive board after consultation between the Publisher and the Guild's executive board. The Guild's executive board shall be free to act if the Publisher refuses to consult with the Guild within 24 hours after the request for such consultation. The Publisher shall not be required to compensate employees for time lost through failure to pass a picket line.

## **SECTION 15.** Grievance Procedure.

The Guild and the Publisher believe that the resolution of employees' concerns should begin at the departmental level and that the process should be based on mutual respect. The parties recommend that Steps 1 and 2 described below be followed. The resolution of any concern at Step 1 or Step 2 shall not violate the collective bargaining agreement and shall not set a precedent.

(a) Step 1. An employee and/or his/her union steward shall meet with the employee's manager to discuss and attempt to resolve any issue arising from the interpretation or application of this Agreement or any matter affecting the relations of the employees and the Publisher. If the issue cannot been resolved, the employee and/or union steward may move the matter to Step 2 upon written notification to the Guild, the Director of Employee Relations and the appropriate Division Director.

- (b) Step 2. The employee, his/her steward and manager and other appropriate persons shall meet in an attempt to resolve the issue. Failure to resolve the issue at Step 2 shall initiate the 120-day period described in Step 3.
- (c) The Guild may appoint a committee of its own choosing to take up with the Publisher or his/her authorized agent any matter arising from the interpretation or application of this agreement or any matter affecting the relations of the employees and the Publisher.
- (d) Step 3. A grievance shall be submitted only by a written notice from the complaining party to the other party which should be submitted with reasonable promptness, but in no event more than one hundred and twenty (120) days after the event in question is known, or should have been known, by the complaining party. Such notice shall set forth the facts giving rise to the grievance, the ground of complaint and the action sought. The parties agree to meet within five days after request for such meeting.
- (e) The Guild grievance committee and the Publisher or his/her authorized representatives shall make reasonable efforts to settle all differences between the parties under this agreement. In the event a settlement is not reached by the two parties within 35 calendar days after receipt of the notice described (this time may be extended by mutual agreement), any dispute arising out of interpretation or application of this agreement may be submitted to final and binding arbitration by written notice of either party served on the other party. Such notice shall be filed no later than four (4) months following the expiration of the 35 day time period. This four month period may be extended by mutual agreement of the parties.
- (f) Within 10 days of the written notice of arbitration, the parties shall meet to select an arbitrator to whom the grievance of the complaining party shall be submitted. If for any reason the arbitrator has not been selected within 30 days (this time may be extended by mutual agreement), then either party may request an arbitrator be selected through the facilities and in accordance with the rules of the Federal Mediation Conciliation Service. Each side shall have the right to reject one panel.
- (g) The renewal of this agreement shall not be an arbitrable matter under the provision of this section. Only matters arising out of the interpretation or application of this agreement shall be arbitrable.
- (h) The cost of such arbitration shall be borne equally by the parties, except that neither party shall be obligated to pay any part of the cost of a stenographic transcript without its express consent.
- **SECTION 16**. If an employee is transferred to a new position and within six months deemed by the Publisher unqualified in such position, he/she shall be returned to his/her position or to another of comparable pay. No employee shall be required to accept a transfer or promotion for which he/she deems himself/herself unqualified. No employee will be transferred to work in another city without his/her consent. His/her refusal to accept a transfer shall not prejudice his/her continued employment by the Publisher. If the transfer is made, the Publisher shall pay all reasonable transportation and moving expenses of the employee and his/her immediate family.

**SECTION 17**. Notice(s) of vacancy shall be posted on the bulletin board of the department involved and sent electronically to District Supervisors to be posted in Distribution Centers and sent to employees at remote newsroom bureaus. These notifications shall be posted or sent one week before the position is filled except that on request the Guild may waive the requirement that the Publisher wait one week before filling the vacancy. A copy of the notice of vacancy shall be mailed to the Guild office. When a vacancy occurs, the position shall be offered to an employee in the same department if there be such a worker qualified or secondly to a qualified employee in any other department. Nightside employees shall be given preference for day work when their qualifications are suitable. New employees hired for day work while training for night work, shall be notified that when they are so trained, night workers who have written applications on file for day work shall replace them. The period of training shall be until they are qualified for night work in the judgment of the department head.

The following job posting policy shall be implemented:

## Purpose

The intent is to communicate clear, consistent expectations to employees and managers that any job posting seen on bulletin boards is accurate and trustworthy. By creating a checklist for these posting we establish a format that ensures consistency for communicating all job openings.

## **Format**

Any posting of job openings for Pioneer Press Guild positions will include the following description for a successful candidate:

- Job Title
- Experience required
- A target date for filling the job
- A list of specific job duties and the qualifications needed to perform those duties
- Whether the job is part-time or full-time
- Whether the job is regular, on call, or temporary
- Whether the job is management or Guild position
- For Guild positions, the level on the salary scale and benefits
- Who will be the person's immediate supervisor and who the hiring manager is

#### **Additional Guidelines**

- If an internal applicant is not selected for an opening, the hiring manager will initiate a face-to-face conversation to explain why.
- Although specific wording may vary, the overall content of an external posting will be consistent with internal posting.
- If the opening is not filled by the target date, the hiring manager will post an update.

# Further the parties agree that:

1. The Guild shall be provided with a draft of every job posting before it is posted. This shall afford an opportunity to resolve disagreements over wording before the posting goes up. This shall have no effect on the Guild's right to challenge any posting, nor shall it prejudice the

- Guild's position in any future proceeding should it elect to challenge a posting that, in the Guild's view, isn't in compliance with the contract or other agreements between the parties.
- 2. It is not the intent of the Company to use job postings to exclude staff members, if the Company finds itself in a situation where it bypasses a current staff member to offer a job to an outside applicant, it shall do so only for reasons outlined in our collective bargaining agreement.
- 3. Job postings will always have meaningful qualifications related to the work. Job descriptions shall not be written so as to exclude otherwise qualified candidates.
- 4. The same job descriptions and qualifications will be used for internal and external candidates.
- 5. External ads will not be displayed before the internal posting.
- 6. At the time the vacant position is posted, the posting shall include the job specifications (qualifications) for the posted vacancy.
- 7. Unsuccessful internal applicants, upon request, shall be given an explanation of the reasons for the denial of transfer or promotion to the vacancy. Such explanation shall include recommendations designed to assist the employee in obtaining qualifications for such vacancy.
- 8. Qualified internal applicants may be denied promotion or transfer to vacant positions if (A) the qualifications of an external applicant are substantially greater than those of a qualified internal candidate, or (B) if there are compelling business reasons to offer the position to an external applicant instead of the qualified internal applicant.
- 9. A qualified internal applicant denied promotion or transfer under either 8(A) or 8(B) above, shall be given preference for any subsequent vacancy in the same job classification, provide that the employee remains qualified.

**SECTION 18**. The Guild and the Publisher recognize the need for flexibility in the traditional roles performed by reporters and photographers in the transition to a higher level of dissemination of editorial content in a digital format. Reporters may be assigned to use multi-media tools to collect video and audio content as part of their primary duty to report and write stories. The Publisher recognizes the need for professionally trained and experienced photographers and nothing in this section is intended to displace or supplant the traditional role of photographers. Photographers will continue to perform their primary duty to take photographs for the print and online editions of the Pioneer Press and may also be assigned to collect video and audio content. Necessary training and equipment shall be provided as outlined in Section 79. Bargaining unit employees shall not be subject to discipline regarding such multi-media work if the work is beyond the scope of the skills and experience normally required for the print publication.

**SECTION 19**. No writer's by-line shall be used over his/her protest.

**SECTION 20**. There shall be no dismissals except for just and sufficient cause. The Guild shall be notified promptly of any dismissal and upon request, the Guild and/or the employee shall be notified in writing of the reason for dismissal.

There shall be a trial period of six months for all employees. During the trial period, the Publisher shall review the employee's progress at 120 days. The Publisher shall notify the employee upon successful completion of the trial period. Any employee may be dismissed during this period by giving the employee and the union notice.

**SECTION 21**. There shall be no dismissals as a result of putting this contract into effect.

**SECTION 22**. The inherent right of the Publisher to reduce the force for reasons of economy is recognized by the Guild, and the Publisher recognizes the right of the Guild to question such dismissals within thirty days from the date it receives notice of such dismissal.

Such reductions shall be accomplished by dismissing the employee with the least seniority from the department and job classification group which in the judgment of the Publisher should be reduced. Seniority shall be determined by the total of continuous service, full and equivalent part time, with the Publisher. Departments and job classification groups are spelled out in the attached letter of agreement #3.

The company agrees that prior to any reduction in force which is a direct result of the introduction of new equipment, the Guild will be given at least 60 days notice before such reduction becomes effective. Necessary reductions shall be accomplished by attrition. Individual employees shall diligently apply themselves to such retraining as the Company may provide and accept transfer to those jobs for which they have been retrained. Provided, however, that there shall be no reduction in salaries as a result of such transfer and that employees, instead of accepting retraining or subsequent transfer may elect to take severance pay.

The company agrees that prior to any reduction in force which is a direct result of Knight-Ridder reengineering, the Guild will be given at least six (6) months notice before such reduction becomes effective. The company shall assist the affected employees through training for other available positions and through outplacement support in the form of resume writing skills and interviewing skills.

Knight-Ridder reengineering or the elimination of work not withstanding, work may not be removed from the unit during the term of the contract in such a way as to cause a layoff of maintenance or systems employees. In the event the Publisher leases 30 percent or more occupancy of the 345 Cedar St. building, the subcontracting language included in Letter 27 of this agreement will apply to Maintenance employees. It is understood that provisions in Section 16 regarding transfers shall not be applicable in this circumstance.

**SECTION 23.** The Publisher agrees not to have or enter into any agreement with another publisher or publishers binding such publisher or publishers not to offer or give employment to employees of the Publisher.

**SECTION 24**. Upon dismissal of any employee covered by this agreement for causes other than proven dishonesty or deliberate self-provoked dismissal or misconduct, the Publisher shall pay said employee as dismissal compensation a lump sum of money to be determined in accordance with the following schedule, computed at the highest weekly rate received by the employee during the twelve months immediately preceding dismissal:

One week's pay after six months' employment and one additional week's pay for each additional 26 weeks of continuous service or major fraction thereof, up to a maximum of 38 weeks' pay. For

purposes of performance-related dismissals, the maximum will be 12 weeks' pay, however, current employees subject to performance-related dismissals who were hired before May 24, 2012, will be entitled to dismissal pay, based on the above formula, at their level of service eligibility.

This provision shall not apply to on-call or temporary employees. The resignation or voluntary transfer of any employee of the Pioneer Press shall not constitute a dismissal entitling the employee to severance pay.

"Deliberate self-provoked dismissal" shall mean in cases where an employee conducts himself/herself in a manner to compel dismissal in order to collect dismissal indemnities rather than resign or retire; or in a case of proven gross misconduct to compel dismissal in order to collect dismissal pay. Severance pay shall be computed as that time continuously employed on any or all of the newspapers of Northwest Publications, Inc.

**SECTION 25**: Employees of the Publisher shall be free to engage in activities outside of working hours provided such activities do not create a conflict of interest, are not inconsistent with proper and impartial performance of their duties as employees, and are–not in competition with the Publisher and do not consist of services performed for publications that are for profit and are in direct competition with the Publisher. Without permission, no employee shall exploit in the course of such activities his connection with the Publisher. Any employee who desires to perform services for competing publications, must, before performing such service, secure written permission of the department head.

- (a) Employees may provide services for:
  - (1) Any print publication (whether or not it has an on-line service) if the majority of its print circulation is outside the Twin Cities 11-county MSA; and,
  - (2) Any publication published monthly or less frequently with a majority of its circulation in the Twin Cities 11-county MSA.
- (b) Employees shall not provide services for:
  - (1) Any publication with a majority of its circulation in the Twin Cities 11-county MSA that is published more often than monthly;
  - (2) Any on-line company if on-line is its primary business;
  - (3) Any print publication or on-line services whose primary focus has been identified by Knight Ridder as a key competitive category and contains local news and/or advertising content. Such categories currently include rentals, real estate, automotive, employment and entertainment; or,
  - (4) Any on-line service providing on-line news and/or advertising content focusing on, specializing in or substantially consisting of information about the Twin Cities 11-county MSA, including news about the local community, local sports, local entertainment or activities.

(c) Whenever the name of a Pioneer Press employee is used in connection with providing any of the services listed above, that employee shall request that he/she be identified as a Pioneer Press employee and shall request a link to the Publisher's web site.

A joint committee of two members of the Guild and two management representatives will meet as needed to evaluate the competitive market, its relationship to this section and any changes to the Knight Ridder key competitive categories. Either the union or management may request a meeting under this section.

#### **HOURS AND OVERTIME**

**SECTION 26.** (a) Normal Work week. The normal work week for all employees, except as hereinafter noted, shall consist of a maximum of five days of eight hours each, falling within nine consecutive hours. Two days off shall be specified and consecutive whenever possible. A normal working schedule of days and hours shall be posted (two weeks in advance for sports section) and followed without change unless 48 hours notice is given for a change of hours and seven days notice for a change in days off. An employee may consent to such change on shorter notice, and in the event of a major emergency, the Guild will waive this requirement of a normal schedule. Work required at hours not scheduled or changed as agreed to shall be considered as overtime. All work in excess of eight hours in any one day, and of 40 in any one week, except as hereinafter noted shall constitute overtime. Payments for overtime work shall be made in cash on the basis of time and one-half. An employee may elect to take compensatory time off in lieu of overtime pay at the rate of time and one-half, provided the compensatory time off is taken within the payroll period in which the overtime was worked and is taken by mutual agreement with the Publisher. Overtime shall be worked only when required by the Publisher, when authorized by the proper superior, or when reasonably required by work to which the employee is assigned. Out-of-town assignments shall be considered individually as they concern overtime pay.

- (b) Flexible Work week. An employee may work a flexible work schedule by mutual agreement between the employee and the Publisher. Flexible schedules include, but are not limited to, those that differ from the standard five-day work week or eight-hour work day, those that differ from the standard eight-hours worked within nine consecutive, or those that involve work performed at home or other locations. Once a flexible schedule has been agreed to and posted, any changes shall be subject to the notice provisions of this section. An employee or the Publisher shall be able to cancel a flexible schedule with a minimum of seven days advance notice. An employee paid at the day rate for his or her classification who has a flexible schedule granted at the employee's request that includes night work as defined in section 63 shall not be eligible for night pay. An employee with a flexible schedule who works more than eight hours within nine consecutive hours shall receive overtime pay only for hours in excess of the scheduled hours.
- **(c) TwinCities.com:** The regular workweek shall be five days and 40 hours for content employees for TwinCities.com. Said employees shall not receive daily overtime, but shall receive overtime for any hours worked beyond 40 in a workweek.

**SECTION 27**. Provisions of the normal work schedule specified in Section 26 shall not apply to the two local columnists. The Midway office attendant may be required to work a six-day 40-hour week, and the Systems department employees a 40-hour week in five days or less. Overtime shall be paid after 40 hours.

**SECTION 28**. Street circulators regular work week may be 40 hours in a seven day week. Overtime shall be paid after 40 hours.

**SECTION 29**. Country Circulation supervisors regular work week shall be a five day 40 hour week. When emergency situations occur within a circulation supervisor's own area, he/she may be required to work on a sixth day. In that event, hours will be scheduled to conform to a six day 40 hour week. In the event that overtime is required the employee shall be paid for that time at the overtime rate.

In the event he/she is required to work seven days in any calendar week, the employee shall be paid for at least one day at the overtime rate.

**SECTION 30**. The hours and overtime provisions of Section 26 shall apply to City Circulation supervisors with the exceptions noted below. Hours may be changed with a minimum of 12 hours' notice, if a morning down route occurs. On every third Sunday time spent on checking shall not be included in the five day week calculation.

By mutual agreement between the employee, the Publisher, and the Guild, a City Circulation district supervisor may elect to work a weekly schedule consisting of five 8-hour days. In such case all work in excess of 8 hours in any one day or 40 hours in any one week shall be compensated at the rate of time and one half in cash or time off as specified above.

**SECTION 31**. Overtime provisions of Section 26 shall be applied to advertising sales people only in the event any such employee is called to work on his or her days off or is assigned to special night work. If overtime is required to complete ordinary duties in the course of a regular day, such overtime shall be paid for by compensating time off.

In instances where special or routine work is required of an advertising sales person and his/her hours are changed accordingly, night differential shall be paid for time worked after 5:30 p.m.

**SECTION 32.** An employee called to work on his/her day or days off shall receive as a minimum pay for eight hours at time and one-half except that in an emergency situation where the employee works two hours or less he/she shall be paid for eight hours at straight time. This provision shall not apply to the regularly assigned Sunday work of Accounting department employees engaged in handling incoming mail or marking newspapers. Employees who have completed their day's or night's work and have left the building or their station and are called back, shall receive \$1.00 for the callback, and a minimum of two hours' overtime.

**SECTION 33**. All employees shall be granted one 15-minute rest period in the first half of the work period, and one 15-minute rest period in the second half. If such employee is unable to take

a rest period because said employee is the only employee on duty, the work period of the employee shall be shortened by a like period, with no loss in pay.

#### MILITARY SERVICE

**SECTION 34.** Any regular employee who is ordered by the United States or any state of the United States to enter any kind of service, military or otherwise, which takes him/her out of the employment of the Publisher, or who, while the United States is at war, or during a declared state of national emergency voluntarily enters any of the armed services of the United States (military service) shall be deemed to be an employee on leave of absence under the terms of this section and shall resume his/her position or one comparable in character unless circumstances have so changed as to make it impossible or unreasonable to do so and with contract rights unimpaired, and with such status as he/she would have enjoyed if he/she had continued in the employment of the Publisher continuously from the time of entering such service until the time of restoration to employment.

**SECTION 35**. In recognition of the spirit and purpose of our national defense program, all employees who wish to participate in any active reserve or national guard program will be given time off for this purpose. If a reservist or national guard member is a veteran of World War II, the Korean conflict, Vietnam from 1964 to 1973, the Persian Gulf, Kosovo, Afghanistan or Iraq and has been with the company at least 12 months, the Company will make up the difference between his/her military pay and his/her regular straight time pay for a maximum of two weeks annual military training.

**SECTION 36**. Without entailing obligation as to rehearing replacements who had also entered the Armed Services, any such replacements who are nevertheless reheard shall be accorded like treatment as to severance pay and experience rating.

**SECTION 37.** Application for resumption of employment must be made within 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 discharge is offered shall forfeit the right to return to employment.

**SECTION 38**. In the event an employee is physically or mentally incapacitated while in the service outlined in Section 34 to the extent that he/she is unable to carry on his/her former employment, and the Publisher is unable to place him/her in other acceptable employment, he/she shall at the termination of his/her service be granted his/her severance pay as of the date of entry into the armed services. In the event such employee dies while in such service, the amount of severance pay shall be paid to his/her legal beneficiaries upon receipt by the Publisher of proof of his/her death.

**SECTION 39**. A regular employee promoted to take the place of one entering such service as outlined in Section 34 shall upon resumption of employment in his/her old position by such employee, be returned to his/her former position at the current contract pay scale or to a position comparable or better in pay. The time so served shall be credited to the experience rating of the employee, either to that position or the former position, whichever he/she occupies thereafter.

**SECTION 40**. An employee hired as a replacement for one entering such service as outlined in Section 34 shall be covered by all the provisions of this agreement except by this military service section. Any such employee, on entering military service, shall receive credit for the period worked in the event he/she is re-employed at a later date.

**SECTION 41**. An employee hired as replacement for one entering service as outlined in Section 34 shall, upon return of the employee replaced, be given full consideration for re-employment if a vacancy occurs.

#### **BEGINNERS**

**SECTION 42**. Beginners are defined as individuals with less than one year's experience in the classification of work for which they are hired. Not more than 10 percent of all employees in the Editorial department shall receive a rate of pay less than that fixed herein as a minimum for three years of experience, and within that 10 percent not more than one-half shall receive a rate of pay less than that fixed for one year of experience.

**SECTION 43**. In the Classified Advertising department not more than five and in the Display Advertising department not more than four persons, including both local and national, shall be beginners.

**SECTION 44**. In the Circulation department not more than 25 percent shall be beginners.

**SECTION 45**. In the Accounting department not more than 20 percent shall be beginners.

**SECTION 46**. Copy aides shall not be included in enumerating beginners in any department but may be counted in totals in arriving at percentages. Major fractions of a whole resulting from the application of percentages will be interpreted to entitle the Publisher to an additional employee in any such class.

## HOLIDAYS AND VACATIONS

**SECTION 47**. The following are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. An employee who works in a position that is scheduled 365 days a year may substitute any established religious holiday for Christmas Day with the same rules as all holidays. Work done on those holidays shall be paid for at time and one-half with a minimum of a day's pay. Those employees who are required to work on a holiday and those whose regular day off falls on a holiday shall receive a compensating day off or an extra day's pay in lieu of a day off at the option of the Publisher. The date of the compensating day off shall be subject to the approval of the department head. Accumulated days off may not be taken on successive days or added to vacations without this approval.

An employee whose vacation includes a holiday shall receive a compensating day off or an extra day's pay in lieu of the day off at the option of the Publisher.

Holidays include those days observed as such. If any of the holidays listed falls on a Sunday, the following day shall be observed as a holiday if it is the day generally observed as such. For purposes of defining holiday work, the holiday shift shall be the shift falling on the Company observed holiday(s) defined elsewhere in this agreement, or days celebrated as such.

Employees shall receive their birthday off as an additional paid holiday. An employee whose birthday falls within a vacation period or on his/her regular day off shall receive a compensating day off. The date of the compensating day off shall be subject to the approval of the department head.

Holiday hours for part-time employees will be calculated using all paid hours with the exception of overtime hours and compensating time hours. Pay for holidays will be calculated based on their weekly average total number of hours over the last six pay periods.

**SECTION 48**. Upon signing of this contract, and through December 31, 2007, current employees shall remain on the vacation system that was in effect under the terms of the previous contract. Employees hired after the signing of this contract shall begin to accrue vacation under the terms specified below.

For all employees hired after the signing of this agreement and for all current employees, effective January 1, 2009, annual vacations with pay shall be granted as of January 1 each year to employees with the following periods of continuous employment in accordance with the following terms.

All employees shall accrue vacation on an "earn-as-you-go" basis, to be taken in the year the vacation is accrued. Vacation shall accrue according to the following schedules based upon the employee's date of hire:

Fewer than three years: One day of vacation for every 24 days paid by the Employer (or 1/24<sup>th</sup> of a day of vacation for each paid day) in the current calendar year up to a maximum of 10 days.

Three years to fewer than six years: One day of vacation for every 16 days paid by the Employer (or  $1/16^{th}$  of a day of vacation for each paid day) in the current calendar year up to a maximum of 15 days.

Six years to fewer than 20 years: One day of vacation for every 12 days paid by the Employer (or  $1/12^{th}$  of a day of vacation for each paid day) in the current calendar year up to a maximum of 20 days.

20 years or more: One day of vacation for every nine days paid by the Employer (or 1/9<sup>th</sup> of a day of vacation for each paid day) in the current calendar year up to a maximum of 25 days.

Employees hired after May 24, 2012, can accrue vacation up to a maximum of twenty (20) days.

Part-time employees will move to the next level of vacation accrual each vacation year, annually. Vacation hours for part-time employees will be calculated using all paid hours with the exception

of overtime hours and compensating time hours. Vacation hours will be calculated based on the average hours, as outlined above, during the last vacation period.

Employees on an unpaid leave of absence will not accrue vacation beyond the first 30 days of the leave.

**SECTION 49**. Upon termination of employment after six months employment, or upon entering military service, an employee shall be paid for vacation time earned but not yet taken. This shall not disqualify employees from receiving vacation time or pay for vacation credits earned as of May 1, 2004 or January 1, 2005.

**SECTION 50**. The normal vacation period shall be January 1 through December 31, inclusive. Vacations may be taken in one, two or three work-week periods as agreed to by employee and department head. Vacations may be taken at other times by mutual agreement between employee and Publisher. Final determination of vacation dates shall be made by the department head. Employees may carry over from one to five full days of vacation from one vacation period to the next for personal use in the following period. Vacation periods in excess of five days may not be carried over from one vacation period to the next without consent of the department head.

Employees may donate from one to five full days of vacation to another employee in order to use for the care for a newborn or newly adopted child or other personal, family or medical crisis.

**SECTION 51.** Beginning in 2004 vacation schedules shall be drawn up, based on department seniority and posted by December 1. Those employees entitled to a fourth or fifth week of vacation shall select that week only after all other employees of the department who are eligible for vacations of three weeks or less have had an opportunity to make their selection.

#### LEAVES AND BENEFITS

**SECTION 52** (**formerly Letter #10**). Section One: Each employee who worked 15 or more hours per week shall have a sick leave pool. For each illness or disability of fewer than eight days duration, an employee shall be entitled to receive full payment for his/her absence until benefits in the sick leave pool are exhausted.

Benefits in the sick leave pool shall be determined in the following manner:

Each employee shall receive five days in his/her sick leave pool effective with his/her date of hire. On January 1 following the date of hire, the employee shall receive 10 days in his/her sick leave pool, and shall be able to carry over all unused sick leave from the previous year. Thereafter, he/she shall receive 10 days in his/her sick leave pool on January 1 of each year, and shall be able to carry over any unused sick leave from the previous year up to a maximum of ten days. Effectively, this means that on January 1 of each year, each employee shall have no fewer than 10 days and no more than 20 days in his/her sick leave pool.

In the event of an absence of eight days or more, benefits shall be payable from the employee's short-term disability described herein. Should the benefit be deducted initially from the sick leave pool, the employer shall ensure that the sick leave pool is credited retroactively.

For purposes of initiating this new sick leave program, all employees on the payroll effective January 1, 1994, shall have 15 days in their sick leave pool.

If an employee has exhausted his/her sick leave pool and he/she provides medical documentation that the days were directly connected to a disability, as defined by the ADA, the days will be restored to the sick leave pool. It is not necessary to have been absent from work for eight days or more for a disability to qualify.

Employees on an unpaid leave of absence will not accrue sick leave beyond the first 30 days of the leave.

Section Two: Short Term Disability

Each employee who worked 15 or more hours per week shall be eligible for the Company's short-term disability insurance, as now provided to non-union and management employees. Said insurance has a seven day elimination period. If you meet the definition of disability, you would be eligible to receive weekly benefits up to 70% of your weekly earnings, to a maximum of \$2,000 per week.

The Company shall supplement short-term disability insurance payments so as to provide full salary to any employee for each qualifying disability of up to 120 days. After 120 days, benefits shall be payable at 70 percent of salary for an additional 60 days.

Benefits from this insurance and supplement shall be paid in such a way to make an employee whole for the full pay he/she is entitled for up to 120 days for each qualifying disability. The amount of time available\_in this insurance and supplement shall be used as necessary so that, when combined with workers compensation pay and/or long-term disability insurance described herein, the employee shall receive full weekly pay equal to after tax weekly earnings. After-tax weekly earnings shall equal the employee's bi-weekly, regular pay less taxes for the two pay periods preceding the time away from work. After tax earnings for commission sales representatives will be calculated on the prior calendar year.

Section Three: Long-term Disability Insurance

The employer shall provide at its cost a long-term disability insurance program identical in benefit structure to the plan now provided to non-union and management employees, with a waiting period of 180 days. During disability periods, and for as long as three years from the start of a disability, the employer agrees to continue to pay its portion of the health care premium for the affected employee. To maintain such coverage, the affected employee would be obligated to continue to pay his/her portion. Employees shall not accrue vacation while on long-term disability.

Section Four: Part-Time Employees

Part-time employees who are benefits eligible per Section 53 of the contract shall be eligible for the sick leave pool and the short-term disability insurance. Employees who work 30 or more hours per week shall be eligible for long-term disability insurance.

The actual weekly or daily wage paid to a part-time employee from the disability insurance and supplement shall be based on the greater of the average day in the last week of work or the average in the previous 13 weeks of work.

Section Five: Miscellaneous

An employee's available sick leave and short-term disability benefits shall be available to the employee to care for his/her sick child. Such paid time shall be available on the same basis as that provided for personal accident, illness, disability or injury.

As soon as is possible, the Publisher shall show available sick leave on each employee's payroll check.

The Publisher may request medical verification during an employee's sick leave.

If employment is terminated after extended sick leave due to incapacity of the employee to return to his/her duties, severance pay may be negotiated between the employer and the employee. Publisher agrees to provide \$25,000 life insurance policy coverage for employees while on assignment on air flight.

Employees may receive up to six months of unpaid leave for a personal, family or medical crisis with the permission of the department head. In such instances, the employee's health insurance will continue as an active employee under the same conditions as set forth in section 53.

Sick leave for employees with disabilities associated with childbirth and pregnancy shall be granted in accordance with the Publisher's policy of granting sick leave to employees with disabilities not associated with childbirth and pregnancy.

An employee on sick leave with disabilities associated with childbirth and pregnancy will be granted upon request, additional unpaid leave. However, such unpaid leave when added to the above sick leave shall not exceed a total period of six months. Unpaid paternity leave will also be granted, upon request, for a period not to exceed six (6) continuous months. Unpaid paternity leave will be granted to adoptive parents on the same basis.

See also Section 54 Parental Leave

**SECTION 53**. The Publisher agrees to provide Guild members with a choice of the following group health care plans: The current Blue Cross PPO Core, Blue Cross PPO Buy-Up plans and the High-Deductible Health Plan offered by MediaNews for the duration of 2014. The Blue Cross PPO Buy-Up plan will be eliminated Dec. 31, 2014. Current coverage shall remain in effect until

that date. The Guild may present to the Publisher alternative plans for health insurance coverage, provided the alternative plans provide comparable cost and coverage to existing plans offered by the Pioneer Press. Upon request of the Guild, an equal number of representatives from the bargaining unit and the Publisher shall meet to discuss the alternative health insurance plans.

The Publisher will pay 70 percent of the actual cost of employee plus spouse, employee plus children and family plan coverage for eligible full-time employees and their dependents and 78 percent of actual costs for single plan coverage for eligible full-time employees Effective Jan. 1, 2016, the Publisher's share of the health insurance contribution for employee-only coverage shall decrease to 74 percent; all other coverage tiers will remain at 70 percent. Effective Jan. 1, 2017, the Publisher's share of the health insurance contribution for all coverage tiers will be 70 percent. The Publisher's contribution percentages shall be the same for the Blue Cross PPO Core and the High-Deductible Health Plan during the referenced periods.

The Employer may assess a monthly surcharge of up to \$150 on the Blue Cross plan for an employee who elects employee plus spouse coverage and whose spouse works full-time and is eligible to receive health insurance at his or her place of employment. The Employer's contribution shall not exceed the actual contribution for the Blue Cross PPO Plan for an employee who elects employee plus spouse coverage and whose spouse is eligible to receive health insurance at his or her place of employment.

The company contribution for eligible part-time employees will be 45 percent of the actual costs for single, employee plus spouse, employee plus children and family plan coverage.

All full-time employees are eligible for health care benefits after they have completed three (3) months of continuous service. All part-time employees who work regular schedules of fifteen (15) or more hours per week and part-time employees hired after May 24, 2012, who work regular schedules of twenty (20) or more hours per week are eligible for health care and dental insurance benefits upon completion of the equivalent of six (6) months continuous full time service (1040 hours). On call employees are eligible for the same benefits in accordance with Section 3. Eligible dependents are to be determined under the terms of the insurance plan in effect. A same-sex domestic partner shall be considered a spousal equivalent for purposes of health care.

Part-time employees who have averaged forty (40) hours per week during the previous calendar year shall receive health care benefits at the same premium as full-time employees for the subsequent calendar year.

Guild-covered employees will not be subject to pre-existing conditions and/or proof of insurability.

The Publisher agrees that the health care plans offered by the Pioneer Press shall meet all the requirements of Minnesota state law, including but not limited to state-required coverage, drug copays, data privacy, mental health coverage and complaint appeal procedures.

Eligible employees may enroll in vision insurance and employee and dependent life insurance, as in the past.

Employees will continue to exercise an option to elect coverage during the employee's initial enrollment period and during such enrollment periods as will be provided at least once a year.

The Company will fund 100% of the cost of the current dental plan for full-time employees and 45% of the cost for part-time employees.

The Company will provide the Knight Ridder Early Retiree Healthcare Plan to eligible employees as described in the plan. Any employee who is 55 or older, or who turns 55 before January 31, 2012, and who elects to retire before January 31, 2012, shall be eligible for the plan. Effective February 1, 2012, the plan shall no longer be available to current or future employees.

The Company will maintain 125 plan(s) for the purpose of employees paying their portion of health care insurance premiums, out-of-pocket medical expense and child care costs on a pre-tax basis.

Upon ratification of this agreement, the Company shall provide to all eligible Guild employees the MediaNews 401(k) plan, with a company match of 50 percent up to a maximum of 3 percent of an employee's income. Previous service with the Pioneer Press shall count toward vesting. The company match shall remain suspended for the duration of the current agreement.

## **SECTION 54.**

Parental Leave: The Publisher shall grant employees unpaid parenting leaves on the same basis that unpaid maternity leaves have been granted in the past. Adoptive parents are eligible for unpaid parenting leaves on the same basis as birth parents. In connection with the birth or adoption of a child, all full-time employees shall be entitled to two consecutive paid days off as parental leave. Paid parental leave will be proportionate to the time worked for part-time employees who work a regular schedule of fifteen hours or more. Paid parental leave shall not apply to employees otherwise entitled to paid time off under the Guild Sick Leave Agreement. See also Maternity/Paternity Section 52.

Union Leave: Leaves of absence shall be granted so that not more than one Guild member at a time may serve as a full time paid functionary of the Guild local or international. Such leaves shall be without pay and for not more than one year unless otherwise negotiated. Leaves of absence shall be granted so that two Guild members, or more by mutual agreement, may serve as temporary Guild representatives. Such leaves shall be without pay and for not more than two weeks. The period of absence shall not be included in the service record of the employee but shall not thereby prejudice his/her record before or after his/her leave of absence in determination of severance pay or of qualifications for the third or fourth week's vacation. Leaves of absence for other purposes may be granted by consent of the Publisher.

#### **EXPENSES**

**SECTION 55.** Legitimate expense reasonably incurred by employees in services authorized by the Publisher or his/her agents shall be paid by the Publisher. Ownership of an automobile shall not be made a condition of employment of any employee except Country district supervisors who may be required to furnish their own cars.

**SECTION 56.** Employees who use their own cars in the service of the Publisher shall be reimbursed for such mileage in accordance with rates determined by the Internal Revenue Service effective each January 1. The parties also agreed to continue the use of the internally developed statistical curve in determining weekly charges to employees for personal use of Company owned cars.

**SECTION 57**. The Publisher shall continue to furnish employees such necessary working equipment, not including leased or Company owned automobiles, that he/she has furnished in the past.

**SECTION 58**. Employees engaged in more than one classification of work, including Editorial department employees, shall be paid at least the minimum salary for the higher classification in which more than 50% of their duties fall in any one week period. Additionally, in the Editorial department if any employee works one or more full days in the higher classifications of news editor, city editor, assistant city editor, telegraph editor, copy desk chief, makeup editor, picture editor, or Sunday editor, he/she shall be paid the salary for that higher classification for each such full days worked. In ASC, if any creative assistant works one or more full days in the higher classification of artist, he/she shall be paid the salary for that higher classification for each such full days worked. This section does not apply to classifications in the Systems department. Advertising department employees employed at Level 4 or Level 5 in the Inter-Departmental Level Classification shall be compensated with a formula that provides \$25 for each \$1,000 in advertising sold each month when the sales support person has been assigned by a sales manager as interim lead sales contact for a territory or list of accounts.

**SECTION 59**. There shall be no reduction in the established salary of any employee during the life of this contract except by voluntary agreement in advance between the individual, the Publisher and the Guild. The Publisher shall have the right to reduce individual merit pay above the contractual minimum awarded after May 24, 2012. The Publisher shall provide 60 days advance notice in writing to the employee and the Guild and state the reason for such action.

**SECTION 60**. In addition to minimum wages established herein, the Publisher will continue to be final judge of individual merit and to acknowledge it by raises above the minimums. Following the signing of this agreement he/she will appraise the services of those employees who have been paid above the minimums of the last previous contract. All raises resulting from this appraisal shall be retroactive to the effective date of the contract.

Details of Wages. All new hires shall receive a detailed statement of applicable wages including base pay and any applicable incentive pay plans such as commission plans, bonus plans, etc. This information will also be provided to any employee transferring to a position within the bargaining unit.

**SECTION 61**. In all Editorial and Advertising classifications herein, except copy aides proved experience on other daily newspapers, news and press associations, news magazines or advertising agencies shall be recognized, the number of years of experience to be agreed upon with the head of the department and filed in writing at the time of employment. In other departments proved experience shall be recognized.

**SECTION 62.** At the time of hire after May 24, 2012, based on proved years of experience, minimum wages may be paid in accordance with the schedule in Section 64. The rate of pay of an employee shall determine his/her position in minimum salary schedules.

**SECTION 63.** Night scale shall be paid for each night working employee in accordance with his/her contract rating. Employees whose regular normal working hours for any shift require them to work after 8:00 p.m. or before 5:00 a.m. shall be paid the night rate for that shift. If such employee's regular normal working hours require her to work three or more shifts a week after 8:00 p.m. or before 5:00 a.m., she shall be paid the night rate for the entire week. (In the Systems Department, for those employees who work four 10-hour days, if an employee's regular normal working hours require her to work two or more shifts a week after 8:00 p.m. or before 5:00 a.m., she shall be paid the night rate for the entire week.) Employees whose regular normal working hours do not require them to work after 8:00 p.m. or before 5:00 a.m. shall be paid the night rate only for those hours worked after 6:00 p.m. and before 5:00 a.m., unless such hours are overtime hours compensated for at one and one-half times the hourly day rate.

**SECTION 64**. Effective June 2, 2023, there will be an increase of two percent (2%) on the minimum wages per week as shown below (all scales are weekly day scales unless stated otherwise).

Effective in the pay period that includes April 1, 2024, there will be an increase of one percent (1%) on the minimum wages per week as shown below (all scales are weekly day scales unless stated otherwise).

On July 1, 2025, each full-time employee and each part-time employee working twenty (20) hours a week or more, will receive a five hundred dollar (\$500) bonus. On July 1, 2025, part-time employees working less than twenty (20) hours per week will each receive a two hundred-fifty dollar (\$250) bonus.

**A-Scale** (old A-scale Editorial, Advertising & Promotion)

Newsroom reporters, photographers, critics, copy editors, artists, color lab technicians; Advertising outside sales; Promotion artists, copy writers and web producers

1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
703.25	814.49	924.95	1,034.81	1,145.34	1,328.96
752.49	871.50	989.70	1,107.25	1,225.51	1,421.99
717.32	830.78	943.45	1,055.51	1,168.25	1,355.54
767.54	888.93	1,009.49	1,129.40	1,250.02	1,450.43
724.49	839.09	952.88	1,066.06	1,179.93	1,369.09
775.22	897.82	1,019.59	1,140.69	1,262.52	1,464.93
	703.25 752.49 717.32 767.54 724.49	703.25 814.49 752.49 871.50 717.32 830.78 767.54 888.93 724.49 839.09	703.25 814.49 924.95 752.49 871.50 989.70 717.32 830.78 943.45 767.54 888.93 1,009.49 724.49 839.09 952.88	703.25       814.49       924.95       1,034.81         752.49       871.50       989.70       1,107.25         717.32       830.78       943.45       1,055.51         767.54       888.93       1,009.49       1,129.40         724.49       839.09       952.88       1,066.06	703.25       814.49       924.95       1,034.81       1,145.34         752.49       871.50       989.70       1,107.25       1,225.51         717.32       830.78       943.45       1,055.51       1,168.25         767.54       888.93       1,009.49       1,129.40       1,250.02         724.49       839.09       952.88       1,066.06       1,179.93

# **B-Scale** (old B-scale Editorial)

Newsroom team leaders, photo editors, news editors, business news editors, sports news editors, features news editors, Nation/World assistant news editors, Wisconsin edition editor, extra sections editors and community section news editors. Ten percent over highest minimum for Class A above.

	Days	Nights
January 1, 2017	1,461.85	1,564.18
June 2, 2023	1,491.09	1,595.46
April 1, 2024	1,506.00	1,611.42

# **C-Scale** (old C-scales & D-scales Editorial-combined)

Editorial and political writers, Newsroom columnists

Five percent over the minimum applicable to employee in Class A above.

Tive percent over the fini	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017	1 I cui	2 1001	3 I cui	4 1641	5 I cui	o Tear
Days	738.42	855.22	971.20	1,086.56	1,202.61	1,395.40
Nights	790.10	915.08	1,039.19	1,162.62	1,286.79	1,493.08
June 2, 2023						
Days	753.19	872.32	990.62	1,108.29	1,226.66	1,423.31
Nights	805.90	933.38	1,059.97	1,185.87	1,312.53	1,522.94
April 1, 2024						
Days	760.72	881.05	1,000.53	1,119.37	1,238.93	1,437.54
Nights	813.96	942.72	1,070.57	1,197.73	1,325.65	1,538.17
<b>D-Scale</b> (old Systems						
Technology senior progr			_	_	_	_
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017						
Days	894.34	950.05	1,006.62	1,070.88	1,195.63	1,305.65
Nights	956.94	1,016.55	1,077.08	1,145.84	1,279.32	1,397.05
June 2, 2023						
Days	912.23	969.05	1,026.75	1,092.30	1,219.54	1,331.76
Nights	976.08	1,036.88	1,098.62	1,168.76	1,304.91	1,424.99
April 1, 2024						
Days	921.35	978.74	1,037.02	1,103.22	1,231.74	1,345.08
Nights	985.84	1,047.25	1,109.61	1,180.44	1,317.96	1,439.24
E-Scale (old Circulati		s)				
Circulation Country & C	• •					
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017						
Days	775.00	837.47	900.11	989.49	1,053.02	1,263.54
Nights	829.25	896.20	963.12	1,058.76	1,126.73	1,351.99
June 2, 2023						
Days	790.50	854.22	918.11	1,009.28	1,074.08	1,288.81

Nights	845.84	914.12	982.38	1,079.94	1,149.26	1,379.03
April 1 2024						
<b>April 1, 2024</b> Days	798.41	862.76	927.29	1,019.37	1,084.82	1,301.70
Nights	854.29	923.27	992.21	1,090.73	1,160.76	1,392.82
11.8.10	0025	, 20.2,	,, <b>,,,</b> ,	1,000.70	1,100.70	1,002.02
<b>F-Scale</b> (old Advertise Advertising display phor						
riavertising display phot	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017	1 1001		0 1001		2 2002	0 1001
Days	583.25	660.19	748.12	829.29	1,018.02	1,247.38
Nights	624.08	706.40	800.50	887.35	1,089.29	1,334.69
June 2, 2023	<b>50403</b>	<b>-50.0</b> 0	<b>5</b> 42 00	0.4%.00	1 020 20	1 252 22
Days	594.92	673.39	763.08	845.88	1,038.38	1,272.33
Nights	636.56	720.53	816.51	905.10	1,111.08	1,361.38
April 1, 2024						
Days	600.86	680.13	770.71	854.33	1,048.76	1,285.05
Nights	642.93	727.73	824.68	914.15	1,122.19	1,375.00
G-Scale (old Systems						
Technology computer ro			and W7	4th <b>T</b> 7	∉th ▼7	€th ▼7
T 1 201F	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4th Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017	657.08	789.89	859.92	945.91	1,042.96	1,137.87
Days Nights	703.08	845.18	920.11	1,012.13	1,042.96	1,137.87
Tylghts	703.00	043.10	720.11	1,012.13	1,113.70	1,217.32
June 2, 2023						
Days	670.22	805.69	877.12	964.83	1,063.82	1,160.63
Nights	717.14	862.08	938.51	1,032.37	1,138.28	1,241.87
. 11 2024						
April 1, 2024	676.92	813.74	885.89	974.48	1,074.46	1,172.23
Days Nights	724.31	870.70	947.90	1,042.70	1,074.40	1,172.23
14181113	724.31	070.70	747.70	1,042.70	1,147.00	1,254.27
<b>H-Scale</b> (old systems	C3)					
Technology programmer	-analyst					
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
January 1, 2017						
Days	862.88	916.65	971.20	1,033.18	1,098.63	
Nights	923.28	980.81	1,039.19	1,105.51	1,175.53	
June 2, 2023						
Days	880.14	934.98	990.62	1,053.84	1,120.60	
Nights	941.75	1,000.43	1,059.97	1,127.62	1,199.04	
- <del></del>	,	-,- 50	-,	-,- <b></b>	-,-//.	
April 1, 2024						
Days	888.94	944.33	1,000.53	1,164.38	1,131.81	
Nights	951.16	1,010.43	1,070.57	1,138.90	1,211.03	
I-Scale			_			
Advertising Classified pl	none sales solici	t; Finance credit	representative			

January 1 2017	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017	617.90	670.22	600 00	720 26	900.96	1 071 12
Days	617.80	679.32	698.98	728.36	809.86	1,071.12
Nights	661.05	726.87	747.91	779.35	866.55	1,146.10
June 2, 2023						
Days	630.16	692.91	712.96	742.93	826.06	1,092.54
Nights	674.27	741.41	762.87	794.94	883.88	1,169.02
TAISING	074.27	741.41	702.07	7,74,74	003.00	1,107.02
April 1, 2024						
Days	636.46	699.84	720.09	750.36	834.32	1,103.47
Nights	681.01	748.82	770.50	802.89	892.72	1,180.71
8						,
<b>J-Scale</b> (old Advertising	ng H scale and I	Promotion C scal	le)			
Advertising creative assis	tants; Promotio	n assistants				
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6th Year
January 1, 2017						
Days	730.25	775.67	844.58	912.05	963.10	1,048.38
Nights	781.37	829.97	903.70	975.90	1,050.35	1,121.76
11.8.11.6	,01.5,	023137	, , , , ,	3,6,30	1,000.00	1,121110
June 2, 2023						
Days	744.86	791.18	861.47	930.29	982.36	1,069.35
Nights	797.00	846.57	921.77	995.42	1,071.36	1,144.20
April 1, 2024						
Days	752.30	799.10	870.09	939.59	992.19	1,080.04
Nights	804.97	855.04	930.99	1,005.37	1,082.07	1,155.64
K-Scale (old systems C Technology programmers		and N	and XV	4th <b>X</b> 7	eth v	
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
January 1, 2017						
Days	820.42	871.52	923.41	982.34	1,044.56	
Nights	877.85	932.53	988.05	1,051.12	1,117.68	
June 2, 2023						
Days	836.83	888.95	941.88	1,001.99	1,065.45	
Nights	895.41	951.18	1,007.81	1,072.14	1,140.03	
118116	0,3.11	231.10	1,007.01	1,072.11	1,110.03	
April 1, 2024						
Days	845.20	897.84	951.30	1.012.01	1,076.11	
Nights	904.36	960.69	1,017.89	1,082.86	1,151.43	
L-Scale						
Product Planning Lead	1 st <b>%</b> 7	and v	ord \$7	4th ▼7	<b>∈</b> th <b>▼</b> 7	<b>∠th ▼</b> 7
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017			_	_		
Days	751.19	791.22	844.19	895.92	959.09	1,034.02
Nights	803.77	846.60	903.28	958.63	1,026.23	1,106.41
June 2, 2023						

Days	766.21	807.04	861.07	913.84	978.27	1,054.70
Nights	819.85	863.53	921.35	977.80	1,046.75	1,128.54
Nights	017.03	003.33	721.55	711.00	1,040.73	1,120.54
April 1, 2024						
Days	773.88	815.11	869.68	922.98	988.05	1,065.25
Nights	828.04	872.17	930.56	987.58	1,057.22	1,139.82
M-Scale						
Advertising commercial		-	•		.•	
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
January 1, 2017						
Days	695.79	802.40	909.02	1,015.63	1,122.25	
Nights	744.49	858.57	972.65	1,086.72	1,200.80	
TAIGHTS	744.47	050.57	712.03	1,000.72	1,200.00	
1 2 2022						
June 2, 2023						
Days	709.71	818.45	927.20	1,035.94	1,144.70	
Nights	759.38	875.74	992.10	1,108.45	1,224.82	
April 1, 2024						
Days	716.80	826.63	936.47	1,046.30	1,156.14	
Nights	766.97	884.50	1,002.02	1,119.54	1,237.06	
Nights	700.97	004.50	1,002.02	1,117.54	1,237.00	
N-Scale (old Systems						
Technology senior comp	puter operators					
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5th Year	
January 1, 2017						
<u> </u>	627.63	754.50	821.39	903.55	996.21	
Days						
Nights	671.57	807.31	878.89	966.80	1,065.94	
June 2, 2023						
Days	640.18	769.59	837.82	921.62	1,016.13	
Nights	685.00	823.46	896.47	986.14	1,087.26	
- 1-8					-,	
April 1, 2024						
	(16.50	777.20	946 20	020.94	1.026.20	
Days	646.58	777.29	846.20	930.84	1,026.30	
Nights	691.85	831.69	905.43	996.00	1,098.13	
O-Scale (old System	s A2)					
Technology computer of						
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
T 4 004F	1 1 Cai	2 I cai	3 I cai	4 I cai	3 I cai	
January 1, 2017						
Days	598.93	720.01	783.82	862.22	950.67	
Nights	640.86	770.42	838.69	922.57	1,017.15	
June 2, 2023						
Days	610.91	734.41	799.50	879.46	969.68	
Nights	653.68	785.83	855.46	941.02	1,037.49	
14181113	055.00	105.05	055.40	241.02	1,037.47	
April 1, 2024						
Days	(17.02	741.75	807.49	888.26	979.38	
	617.02					
Nights	660.21	793.69	864.02	950.43	1,047.87	
Nights <b>P-Scale</b>						

Product Planning Associa	tes; Circulation	database coordi	nator			
C	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017						
Days	682.91	719.29	767.44	814.47	871.90	940.02
Nights	730.71	769.64	821.17	871.48	932.93	1,005.82
June 2, 2023						
Days	696.57	733.68	782.79	830.76	889.34	958.82
Nights	745.32	785.03	837.59	888.91	951.59	1,025.94
April 1, 2024						
Days	703.53	741.01	790.62	839.07	898.23	968.41
Nights	752.78	792.88	845.97	897.80	961.10	1,036.20
<b>Q-Scale</b> (old Editorial	F scale)					
Newsroom library researc	cher					
·	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
January 1, 2017						
Days	721.15	741.80	781.58	814.39	899.49	
Nights	771.63	793.72	836.29	871.40	962.45	
June 2, 2023						
Days	735.57	756.64	797.21	830.68	917.48	
Nights	787.06	809.59	853.02	888.83	981.70	
April 1, 2024						
Days	742.93	764.20	805.18	838.98	926.65	
Nights	794.93	817.69	861.55	897.72	991.52	
<b>R-Scale</b> (old Editorial	E scale)					
Newsroom news clerks ar		hnicians				
	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	
January 1, 2017						
Days	637.68	682.77	735.89	814.42	899.49	
Nights	682.32	730.56	787.41	871.43	962.45	
June 2, 2023						
Days	650.43	696.43	750.61	830.71	917.48	
Nights	695.97	745.17	803.16	888.86	981.70	
April 1, 2024						
Days	656.94	703.39	758.11	839.02	926.65	
Nights	702.93	752.62	811.19	897.75	991.52	
S-Scale (old Bldg Mai						

Building Maintenance warehouse/ink room attendant

	First	Second
	6 Months	6 Months
January 1, 2017		
Days	697.97	860.80
Nights	746.83	921.06
June 2, 2023		

Days	711.93	878.02				
Nights	761.77	939.48				
April 1, 2024						
Days	719.05	886.80				
Nights	769.38	948.88				
Trights	707.30	7-0.00				
<b>T-Scale</b> (new-old F)						
Advertising Customer Ser	vice					
_	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year
January 1, 2017						
Days	550.87	605.73	623.27	649.46	722.17	853.31
Nights	589.44	648.13	666.90	694.92	772.73	913.04
T 0.000						
June 2, 2023	<b>7.61.00</b>	617.04	625.74	660.45	726.61	070.20
Days	561.89	617.84	635.74	662.45	736.61	870.38
Nights	601.23	661.09	680.24	708.82	788.18	931.30
April 1, 2024						
Days	567.51	624.02	642.09	669.07	743.98	878.08
Nights	607.24	667.70	687.04	715.91	796.07	940.61
II Caala (11 1 de	P 1)					
<u>U-Scale</u> (old advertisin	-	40				
Advertising classified pho		atary 2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5th Year	6 <sup>th</sup> Year
I	1st Year	2 rear	3" rear	4 <sup>m</sup> Tear	5 <sup>m</sup> Tear	o rear
January 1, 2017						
Davie	5/15/55	500 87	617 23	6/13/17	715 17	845.04
Days Nights	545.55 583.73	599.87 641.85	617.23 660.44	643.17 688.19	715.17 765.24	845.04 904.20
Days Nights	545.55 583.73	599.87 641.85	617.23 660.44	643.17 688.19	715.17 765.24	845.04 904.20
•						
Nights						
Nights  June 2, 2023	583.73	641.85	660.44	688.19	765.24	904.20
Nights  June 2, 2023  Days  Nights	583.73 556.46	641.85 611.87	660.44 629.57	688.19 656.03	765.24 729.47	904.20 861.94
Nights  June 2, 2023  Days  Nights  April 1, 2024	583.73 556.46 595.40	641.85 611.87 654.69	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54	904.20 861.94 922.28
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days	583.73 556.46 595.40 562.03	641.85 611.87 654.69 617.99	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54 736.77	904.20 861.94 922.28 870.56
Nights  June 2, 2023  Days  Nights  April 1, 2024	583.73 556.46 595.40	641.85 611.87 654.69	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54	904.20 861.94 922.28
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights	583.73 556.46 595.40 562.03 601.36	641.85 611.87 654.69 617.99	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54 736.77	904.20 861.94 922.28 870.56
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days	583.73 556.46 595.40 562.03 601.36 n D scale)	641.85 611.87 654.69 617.99	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54 736.77	904.20 861.94 922.28 870.56
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation)	583.73 556.46 595.40 562.03 601.36 n D scale)	641.85 611.87 654.69 617.99	660.44 629.57 673.65	688.19 656.03 701.95	765.24 729.47 780.54 736.77	904.20 861.94 922.28 870.56
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation)	583.73  556.46 595.40  562.03 601.36  n D scale) nts*	641.85 611.87 654.69 617.99 661.23	660.44 629.57 673.65 635.87 680.39	688.19 656.03 701.95 662.59 708.97	765.24 729.47 780.54 736.77 788.35	904.20 861.94 922.28 870.56 931.51
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistate)	583.73  556.46 595.40  562.03 601.36  n D scale) nts*	641.85 611.87 654.69 617.99 661.23	660.44 629.57 673.65 635.87 680.39	688.19 656.03 701.95 662.59 708.97	765.24 729.47 780.54 736.77 788.35	904.20 861.94 922.28 870.56 931.51
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated)  January 1, 2017	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year	641.85 611.87 654.69 617.99 661.23	660.44 629.57 673.65 635.87 680.39	688.19 656.03 701.95 662.59 708.97	765.24  729.47 780.54  736.77 788.35	904.20 861.94 922.28 870.56 931.51
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated January 1, 2017  Days	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year  489.68 523.96	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28	660.44  629.57 673.65  635.87 680.39  3rd Year 568.71 608.52	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97	765.24  729.47 780.54  736.77 788.35  5th Year  665.33 711.91	904.20 861.94 922.28 870.56 931.51 6 <sup>th</sup> Year 820.32 877.75
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated)  January 1, 2017  Days  Nights  June 2, 2023  Days	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year  489.68 523.96 499.47	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28 539.81	660.44  629.57 673.65  635.87 680.39  3rd Year 568.71 608.52 580.08	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97 637.71	765.24  729.47 780.54  736.77 788.35  5th Year  665.33 711.91 678.64	904.20 861.94 922.28 870.56 931.51 6 <sup>th</sup> Year 820.32 877.75 836.73
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated)  January 1, 2017  Days  Nights  June 2, 2023	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year  489.68 523.96	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28	660.44  629.57 673.65  635.87 680.39  3rd Year 568.71 608.52	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97	765.24  729.47 780.54  736.77 788.35  5th Year  665.33 711.91	904.20 861.94 922.28 870.56 931.51 6 <sup>th</sup> Year 820.32 877.75
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated January 1, 2017  Days  Nights  June 2, 2023  Days  Nights	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year  489.68 523.96 499.47	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28 539.81	660.44  629.57 673.65  635.87 680.39  3rd Year 568.71 608.52 580.08	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97 637.71	765.24  729.47 780.54  736.77 788.35  5th Year  665.33 711.91 678.64	904.20 861.94 922.28 870.56 931.51 6 <sup>th</sup> Year 820.32 877.75 836.73
Nights  June 2, 2023 Days Nights  April 1, 2024 Days Nights  V-Scale (old circulation Circulation district assistated January 1, 2017 Days Nights June 2, 2023 Days Nights April 1, 2024	583.73  556.46 595.40  562.03 601.36  In D scale) Ints*  1st Year  489.68 523.96 499.47 534.44	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28 539.81 577.61	660.44  629.57 673.65  635.87 680.39  3rd Year  568.71 608.52  580.08 620.69	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97 637.71 682.35	765.24  729.47 780.54  736.77 788.35 <b>5<sup>th</sup> Year</b> 665.33 711.91  678.64 726.15	904.20  861.94 922.28  870.56 931.51  6th Year  820.32 877.75  836.73 895.31
Nights  June 2, 2023  Days  Nights  April 1, 2024  Days  Nights  V-Scale (old circulation Circulation district assistated January 1, 2017  Days  Nights  June 2, 2023  Days  Nights	583.73  556.46 595.40  562.03 601.36  n D scale) nts*  1st Year  489.68 523.96 499.47	641.85 611.87 654.69 617.99 661.23  2nd Year 529.23 566.28 539.81	660.44  629.57 673.65  635.87 680.39  3rd Year 568.71 608.52 580.08	688.19 656.03 701.95 662.59 708.97  4th Year 625.21 668.97 637.71	765.24  729.47 780.54  736.77 788.35  5th Year  665.33 711.91 678.64	904.20 861.94 922.28 870.56 931.51 6 <sup>th</sup> Year 820.32 877.75 836.73

<sup>\*</sup> The Publisher shall determine the number of such persons to be employed in these position as necessary from time to time.

The primary responsibility of the district assistants shall be to monitor drop locations and ensure 100% A.M. distribution by delivery of down routes, shortage to carriers, delivery of missed deliveries and drop corner checks and maintenance.

# $\underline{W\text{-Scale}}$ (\*new)

Building Maintenance Team Leader Ten percent of janitor (Y) scale

	First	Second
	6 Months	6 Months
January 1, 2017		
Days	623.93	767.06
Nights	667.60	820.76
June 2, 2023		
Days	636.41	782.40
Nights	680.95	837.18
April 1, 2024		
Days	642.77	790.23
Nights	687.76	845.55

# **X-Scale** (old Bldg Maint B scale)

Building Maintenance receiving clerks

	First	Second
	6 Months	6 Months
January 1, 2017		
Days	619.37	763.84
Nights	662.72	817.31
June 2, 2023		
Days	631.76	779.12
Nights	675.97	833.66
April 1, 2024		
Days	638.07	786.91
Nights	682.73	841.99

# **Y-Scale** (old Bldg Maint A scale)

**Building Maintenance janitors** 

C	First 6 Months	Second 6 Months
January 1, 2017		
Days	567.21	697.33
Nights	606.92	746.14
June 2, 2023		
Days	578.55	711.28
Nights	619.06	761.06
April 1, 2024		
Days	584.34	718.39
Nights	625.25	768.67
<b>Inter-Departm</b>	ent Level Class	<u>ifications</u>

Level II	First 6 Months	Second 6 Months	2 <sup>nd</sup> Year		
January 1, 2017					
Days	478.28	581.60	631.48		
Nights	511.77	622.31	675.68		
June 2, 2023					
Days	487.85	593.23	644.11		
Nights	522.01	634.76	689.19		
April 1, 2024					
Days	492.72	599.16	650.55		
Nights	527.23	641.10	696.09		
Level III January 1, 2017	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	
Days	505.74	613.66	660.82	717.53	
Nights	541.14	656.61	707.07	767.76	
June 2, 2023					
Days	515.85	625.93	674.04	731.88	
Nights	551.96	669.74	721.21	783.12	
April 1, 2024					
Days	521.01	632.19	680.78	739.20	
Nights	557.48	676.44	728.42	790.95	
Level IV January 1, 2017	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	
Days	536.39	647.74	713.41	750.91	
Nights	573.95	693.08	763.34	803.47	
June 2, 2023					
Days	547.12	660.69	727.68	765.93	
Nights	585.43	706.94	778.61	819.54	
April 1, 2023					
Days	552.59	667.30	734.95	773.59	
Nights	591.28	714.01	786.39	827.73	
Level V January 1, 2017	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
Days	543.83	662.88	716.63	788.29	859.97
Nights	581.90	709.28	766.79	843.47	920.17
June 2, 2023					
Days	554.71	676.14	730.96	804.06	877.17
Nights	593.54	723.47	782.13	860.34	938.57

April 1, 2024

Days	560.25	682.90	738.27	812.10	885.94
Nights	599.47	730.70	789.95	868.94	947.96

**SECTION 65.** The parties have agreed that, at the earliest permissible date after ratification of this contract, the Company will freeze future benefit accrual for participants in the jointly administered Guild pension plan. Current participants shall continue to accrue service credit in the plan, only for the limited purposes of qualifying for an unreduced early retirement benefit and for vesting. Employees hired after ratification of this Agreement shall not be participants in the plan. The Employer shall continue to make any and all required payments into the plan to meet legal funding requirements.

During contract negotiations for the Agreement effective June 2, 2023, the parties agreed the pension will no longer be jointly administered and will be merged into the MediaNews Group Pension Plan. The Publisher agrees that the following will apply to the MediaNews Group Pension Plan:

- 1. Upon request, the Guild will be provided information about investment performance of Plan assets.
- 2. No current or former employee who is a participant and is covered by the Guild will be adversely or negatively affected by the plan merger.
- 3. There shall be no reduction in current existing benefits to Participants, Retirees, or Beneficiaries of the St Paul Guild Employee Pension Plan as result of this merger or any future merger that may take place.
- 4. At least 30 days prior notice will be given to the Guild in the event there is a future merger, consolidation, transfer or spinoff of the merged MediaNews Group Pension Plan in order to provide an opportunity to meet and discuss the same, if requested.
- 5. Any future merger of the MediaNews Group Pension Plan with a multi-employer pension plan (MEP), which is not anticipated at this time, must include the express written consent of the Union or its successor or assigns. Such consent will not be unreasonably denied.
- 6. This agreement shall continue in effect as long as any current or former employee currently covered by the Pioneer Press pension plan is receiving or eligible to receive benefits thereunder or until such agreement is otherwise amended or terminated by written agreement of the Employer and the Union.

**SECTION 66.** The Guild and the Publisher agree there shall be no discrimination against any employee because of race, color, creed, religion, gender, national origin, sexual orientation, age, marital, parental status, disability or any other protected status or protected class or status with regard to public assistance and membership or activity in a local commission. The Guild acknowledges the Publisher's Affirmative Action and Equal Employment Opportunity policy and agrees to cooperate, when appropriate, in order to maintain the program.

**SECTION 67.** The Publisher shall maintain reasonable precautions for safeguarding the health and safety of all employees in accordance with state and federal laws.

The Guild shall designate representatives to sit on the Publisher's existing safety committees.

The Publisher shall provide for and pay the cost of periodic tests for radiation emissions on all video display terminals, and will furnish the results of such tests to the Guild.

# **SECTION 68. Electronic Payroll**

The company plans to convert its payroll to electronic funds transfer into a bank or financial institution selected by the employee from a list provided by the employer. The company will work with the Guild to establish a default mechanism for employees that fail to make a selection. Under any new system the company guarantees that an employee will receive payroll funds on payday as currently. Further, employees shall never be forced to use a mechanism that has any fee attached to it, to access their payroll funds. The company agrees that any default mechanism for payment of payroll will be readily and reasonably accessible to employees.

# **SECTION 69. Ownership of Work**

The Guild acknowledges that all works created for the company during the work day by any union employee are works made for hire and that the Newspaper owns all copyrights to the works created by its employees while in the service of the company.

# **SECTION 70. VDT Equipment Breaks**

Employees covered by the agreement using VDT equipment or any equipment where repetitive and sustained motion is involved, for prolonged periods shall be able to have rest breaks away from said equipment for at least five minutes each hour. The employee may be required to work during these equipment breaks, but the work shall provide the needed respite from continued, sustained, repetitive motion. Employees may use some of the break periods to do appropriate hand exercises.

# **SECTION 71. Diversity Scholarship**

The Company and the Guild will jointly fund an annual diversity scholarship. The company will match up to \$1000 contribution by the Guild and may offer a summer internship to the recipient. A joint Company/Guild committee will design and administrate the program.

## **SECTION 72.** New Ventures

New business ventures are ventures with a business purpose which are more than monthly in nature. For the term of the collective bargaining agreement, all new business ventures which are solely owned and directly managed by the employer from 345 Cedar St. will come under the Newspaper Guild collective bargaining agreement if not covered by other unions. Any new business venture shall not be considered "directly managed" if it meets the following criteria: the venture reports to a Northwest Publications Division Director or above, the venture is separately incorporated and the venture has no shared employees below the Division Director level. Paid vendor/supplier relationships are not defined as shared employees.

As these ventures do not currently exist, the parties agree that the wages, hours, and other terms and conditions of employment that will apply to these ventures will be negotiated by the parties. The parties to this Agreement recognize that certain new business might require terms and conditions that differ from those contained in this Agreement. Further, the parties to this

Agreement recognize the mutual advantage in concluding negotiations for new business ventures in an expeditious manner.

## **SECTION 73.** Best of the Mall

The parties agree that those individuals currently involved in the sale of advertising for this publication as independent contractors, are not currently covered by the parties' collective bargaining agreement. The parties further agree that these individuals will become covered by parties' collective bargaining agreement, upon a final determination by the NLRB that these individuals are employees of the employer. At that time, the wages, hours, and other terms and conditions of employment that will apply to these positions will then be negotiated by the parties.

# **SECTION 74.** Guild/Management Joint committees - Worker Participation

- (a) It is agreed that on matters of mutual interest which are related to employment but which are not alleged violations of this agreement, a joint management-Guild committee shall be established. Meetings of the committee, or any subcommittees, will be consultative in nature, and will never constitute bargaining or grievance resolution.
- (b) The process is a joint Guild/Management effort, with both parties having equal status. All participation is voluntary. A steering committee of at least three representatives of management, and at least three representatives of the Guild, shall be established. It will monitor the process and deal with creation of, and issues arising from, subcommittees. If it is necessary to select or appoint members to committees, the Guild will select its members, consistent with its governing principles and bylaws. Committees will choose their own leaders. Topics for discussion can be submitted by anyone. Committees will decide what to discuss in full and what recommendations they choose to make. The steering committee will review all matters being discussed by committees at least monthly. Minutes will be kept by work place committees and submitted to the steering committee.
- (c) Paid time shall be made available for meetings and committee work. Consistent with the joint process, both the Guild and management must agree on which outside trainers and facilitators are used, if any. The Publisher understands that the Guild will require its members to participate in Guild training before participating on work place committees and as deemed necessary by the Guild thereafter. From time to time, it may become necessary to free up a Guild employee to work full-time as a lead steward, to facilitate this joint process. The Guild shall choose such individual, but both parties shall agree to the time periods necessary for such full-time facilitation.
- (d) The use of work place committees, or teams, shall be done in conformance with the worker participation provisions of the collective bargaining agreement. The use of these groups as an extension of the preceding paragraphs of Sec. 74 and as articulated in the 55 remaining paragraphs of Sec. 74, is done by mutual accord of both management and Guild. Workers may be organized into teams to perform work. As the parties have jointly entered into this experiment with teams, either party may revoke this section of the agreement in its entirety upon service of a 90-day written notice to the other. Such written notice, in order to be considered notice of revocation, must specifically list any and all problems and reasons for such notice. The Guild agrees that it will not exercise its right to revoke this agreement in an arbitrary or capricious manner, but will so act only upon a good faith belief that the administration of the program created herein is working to the detriment of bargaining unit employees. Within five working days of

receipt of the revocation notice, the Guild/Management steering committee shall meet for the purpose of attempting to resolve problems giving rise to the revocation. If those problems are resolved to the mutual satisfaction of both parties, the revocation shall be rescinded.

- (e) The introduction and use of work teams shall not result in any changes in the representational status of employees covered by this agreement.
- (f) Employees who work in teams shall not be made responsible for discipline, hiring or firing.
- (g) No current B-scale employee will lose the B-scale rate of pay as a result of the 1995 newsroom restructuring. The number of B-scale jobs will not increase or decrease by more than two as a result of this process during the eighteen (18) months following the date of ratification. After the eighteen (18) month period and through the end of the contract the company agrees that if the number of B-scale jobs are reduced as a result of restructuring, the parties will bargain mandatory subjects. If the parties cannot reach agreement regarding B-scale jobs they will submit the issue to interest arbitration. In all other matters between the parties, unless expressly required by the collective bargaining agreement, the requirement to bargain will be determined by law.
- (h) Skills training to work successfully in teams will be provided by the company where teams are established.
- (i) The company recognizes that the team experiment does not change the legal duty to bargain over changes in positions, therefore the company agrees to bargain when new positions are created or when the duties of a job classification change enough to require bargaining as defined by the National Labor Relations Board.
- (j)The company and the Guild agree that no discussion used to reach this agreement will be used in legal proceedings to constitute an unachieved demand.
- (k) Consistent with worker participation, the Guild will be a joint partner in work teams and consistent with paragraph (c) above, shall train members as necessary about the effect of teams on the workplace and specifically about the use of teams in a collective bargaining relationship.
- (l) The transition document, as developed by the current steering committee as of May, 1995, shall govern the structure of teams and worker participation as the experiment goes forward, but may be amended from time to time and by mutual agreement of the Guild and the company.
- (m) It is agreed that if the Guild wishes to discuss matters of mutual interest which are related to employment but which are not alleged violations of this agreement, it may request in writing a meeting with the representatives of the Publisher. Such request shall specify the subjects desired to be discussed by the Guild. On receipt of such request, management will arrange to hold a meeting at a mutually agreeable time and place. It is specifically agreed and understood that such meetings are consultative in nature.

#### **SECTION 75. Performance Standards**

The Publisher and the union mutually agree on the importance of reasonable performance standards within the workplace to ensure clarity, consistency and fairness. Standards are intended to define expected results for both individuals and work groups in such areas as quality, quantity, accuracy and timeliness. They must be updated and communicated regularly by management.

# **SECTION 76. Parking and Transportation**

Within three months of the signing date of this contract, the company will provide benefits under the Transportation Expense Reimbursement Plan as defined by the IRS.

## **SECTION 77. Funeral Leave**

In the event of death in the family of an employee (spouse, parent, child, stepchild, sibling, stepparent, stepbrother or stepsister) covered by this Contract, said employee shall be released from work for not more than three (3) consecutive days to attend the funeral, one of which shall be the day of the funeral. For such absences, he/she shall be compensated for each scheduled work day missed at straight time pay for the hours scheduled.

In the event of death of a parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild, he/she shall be released from work on the day of the funeral, if it is a scheduled work day and shall be compensated at straight time pay for the hours scheduled. It should be recognized that funeral leave is for the purpose of attending the funeral and for making such arrangements as may be required.

If reasonable proof is provided, effective ninety days following the execution of this Agreement, a same-sex domestic partner shall be considered a spousal equivalent for purposes of this section.

## **SECTION 78. Intern Program**

The Publisher may hire up to six newsroom interns at two-thirds of A-1 scale and up to a total of six interns in other departments at the appropriate beginning wage scale for a period of up to 12 weeks each, generally during the summer. Interns will be current college students or those who graduated within four months preceding the internship. Interns will be part of a supervised program which could include mentors, weekly seminars, and exposure to other departments.

The Publisher will notify the Guild in writing when any interns or fellows are hired under this section. The Guild will be given an opportunity to be part of any intern orientation program. The limit of six newsroom interns does not include up to two additional interns who may be compensated by Knight Ridder or any source other than the Publisher.

# **SECTION 79. Training**

The Publisher and the Guild believe it is in the best interest of both our employees and our customers to make training an integral part of the workplace at all levels of the organization. We expect orientation and training programs to be a standard management practice with every new hire or internal promotion. We want to make career development and cross training opportunities available to those who are interested in broadening their knowledge and experience. And we encourage ongoing skill based training to help provide adequate backup in the case of planned or unplanned absences. The Publisher will provide bargaining unit employees the necessary training and equipment to prepare employees to respond to the demands of a changing media marketplace.

The long-term health of the Pioneer Press will benefit if our employees are fully prepared to respond to the demands of a changing marketplace.

**SECTION 80.** This contract shall expire June 30, 2026. Either party may initiate negotiations for a new contract not more than one hundred twenty (120) days or less than sixty days (60) prior to June 30, 2026. The terms and conditions of this contract shall remain in effect as long as negotiations continue. To the extent that this agreement provides any changes in working conditions or terms and provisions of previous agreements, such changes shall not be effective retroactively unless specifically provided herein.

**RATIFIED:** June 2, 2023 NORTHWEST PUBLICATIONS, INC MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD, CWA LOCAL 37002 BY\_\_\_\_\_ BY\_\_\_\_\_ Marshall Anstandig Candace Lund Senior Vice President, **Executive Officer** General Counsel and Secretary BY\_\_\_\_\_ Chris Magan Pioneer Press Unit Co-Chair BY Kelly Blaiser Guild Bargaining Team BY Nick Woltman Guild Bargaining Team

#### DELETED LETTERS FROM PREVIOUS AGREEMENT

# **EFFECTIVE JUNE 2, 2023:** (See Section 33) LETTER #1 (See Section 17) LETTER #6 LETTER #10 (See Section 52) LETTER #11 LETTER #15 LETTER #16 LETTER #19 LETTER #20 LETTER #26 LETTER #32 For the Newspaper Guild: For the Pioneer Press: Candace Lund Marshall Anstandig Dated:\_\_\_\_\_ Dated:\_\_\_\_\_

March 2, 1987 Mr. Bruce R. Nelson, Executive Secretary Newspaper Guild of the Twin Cities 1126 Plymouth Building, 12 South 6th Street Minneapolis, Minnesota 55402

Re: News Clerks, Auto Expense and Life Insurance

Dear Bruce:

This letter amends the July 7, 1972, letter from Don Bauer to John Carmichael, specifically with respect to life insurance options for Guild members. The amended agreement, therefore, is:

1. News Clerks (Editorial E Scale) - Duties of News Clerks shall consist of writing routine handouts and announcements; taking phone dictation from reporters; writing engagements, wedding and anniversary stories; writing business shorts; compiling stock tables and livestock reports; and other duties of a similar or more routine nature as assigned. No more than four such positions will be created. Upon sixty (60) days written notice by the Guild, the Publisher will remove all employees from and make no further assignments to the News Clerk classification during the life of this agreement. Employees so removed may be dismissed by the Publisher without severance pay and such dismissals shall not be the subject of arbitration.

Amended 10-1-83: No more than ten news clerks positions will be created without mutual agreement.

2. Automobile Expense Allowance - In addition to mileage expenses provided in Section 56 of the current agreement, Reporters and Photographers may apply for a special expense allowance in the amount of thirty five dollars (\$35) per year to defray any added costs of making their personal automobile available for use in the service of the Publisher. Application may be made on appropriate forms annually during the months of February and August. Employees receiving such allowances will be expected to make their automobiles reasonably available for use in line with their work.

Very truly yours,
R. L. Wray (RLW:vm)
Renewed effective October 1, 1995 by Jill Taylor and Bernard J. Lunzer
Renewed effective April 1, 1999
Renewed effective August 1, 2002 by Jill Taylor and Mike Sweeney
Renewed effective November 1, 2007 by Marc Chrismer and Darren Carroll
Renewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko
Renewed effective July 31, 2016 by Lisa Holisak and Candace Lund

Renewed effective June 2, 2023

tione were entered to traine 2, 2025		
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer	

March 2, 1987

Mr. Bruce R. Nelson Executive Secretary Newspaper Guild of the Twin Cities Local No. 2 1126 Plymouth Building 12 South 6th Street Minneapolis, Minnesota 55402

Re: Economic Dismissals

#### Dear Bruce:

In negotiating the current bargaining agreement, effective 10-1-86, the parties have determined that Section 22 with respect to economic dismissals shall be applied as follows:

- 1) Economic dismissals shall be carried out as necessary by dismissing the employee(s) with the least amount of full time equivalent service with the St. Paul Pioneer Press Dispatch by department within a job classification group as determined by the Publisher.
- 2) A. For purposes of seniority groupings the following departments and job classification groups are herein established:
  - a. Editorial Job classifications
    - i. Copy editors
    - ii. Reporters
    - iii. Artists
    - iv. Photographers and lab technicians
    - v. Political writers, columnists and action line editors
    - vi. Editorial page writers and editors
    - vii. Picture editors
    - viii. News editors, community section editors, Wisconsin edition editor, National/World assistant news, extra section editors, business news editors, sports news editors and feature news and assistant news editors.
    - ix. Team leaders
    - x. News clerks
    - xi. Library researchers
    - xii. Designer
  - b. Advertising Classifications:
    - i. Regular and Commission Sales
    - ii. Classified Solicit Phone Sales
    - iii. Customer Service/Classified Voluntary
    - iv. Display Phone Sales

Page Two Mr. Bruce R. Nelson March 2, 1987

- c. Circulation
  - i. State and Metro Supervisors
  - ii. District Assistants
- d. Market Development and Research
  - i. Artists
  - ii. Creative Assistants
  - iii. Copywriters
  - iv. Marketing Strategists
  - v. Research Strategist
- e. Building Maintenance
  - i. Maintenance
  - ii. Receiving Clerks
  - iii. Warehouse Person
- f. Systems
  - i. Programmer/Analysts
  - ii. Programmers
  - iii. Computer Operators
  - iv. Supervisors
- g. Production
  - i. Product Planning/Product Planning Associate
  - ii. Creative Assistants

For employees on the inter-departmental clerical system the following job classification group lists shall be used for purposes of this provision. If an employee on any such list is subject to economic dismissal, she or he may displace a less senior employee by moving into a position of comparable skills in another department by electing to displace a less senior employee, provided that the employee exercising such election is capable of performing the duties of the position. Employees who have the right of displacement must, within 14 calendar days following notice of economic dismissal, exercise such right or be dismissed.

Department	Job Classification Group
1) Circulation	A) Division Zone Office Secretaries
	B) Customer Service/CIS/Records Personnel - by level
2) Advertising	A) Display Advertising Support Staff - by level
	B) Classified Advertising Support Staff - by level
3) Accounting	A) Positions by level
4) Personnel	A) Positions by level
5) PBX	A) Positions by level
6) Positions	A) Positions by level
7) Control Room	A) Motor Messengers
	B) Other positions by level
8) ASC	A) Artists
	B) Creative Assistants

It is understood and agreed that the above listed job classification groups are those currently in use and the Publisher retains the right to alter departments and job classification groups and to adjust work schedules as the exigencies may require.

If an employee is subject to economic dismissal, and has previously successfully performed the duties of a position in another job classification group, he or she may return to the position in which they were previously classified provided that a less senior employee is dismissed from such position and the employee who displaces the junior employee is capable of performing all duties of the position. Employees who have the right of displacement must, within fourteen calendar days following notice of dismissal, elect to displace a less senior employee or be placed on economic dismissal status.

Each employee placed on economic dismissal status shall be placed on a rehiring list for one calendar year following dismissal. Employee laid off due to Knight-Ridder reegineering shall be placed on a rehiring list for two calendar years\_following dismissal. Whenever the Publisher is filling a vacancy, the position will be offered to the most senior employee on the rehiring list who meets the job specifications and is capable of performing the job, provided however, that employees on the rehiring list who worked in the job classification in which a vacancy occurs shall have preference over all other employees on the rehiring list for that specific vacancy. In the event more than one employee on the rehiring list has successfully worked in the job classification in which there is a vacancy, seniority shall prevail. If rehired, total seniority for the purpose of subsequent economic dismissals shall include all such time worked in the service of the Publisher. Employees rehired to a different position from which they were dismissed shall be covered by the provisions of the second paragraph of Section 20 (trial periods).

Employees placed on economic dismissal shall be eligible for severance pay in accordance with Section 24 of the bargaining agreement, provided, that any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire.

Very truly yours, R. L. Wray, RLW:vm Renewed effective Oct.1, 1995 by Jill Taylor &Bernard J. Lunzer Renewed effective April 1, 1999 Renewed effective August 1, 2002 by Jill Taylor and Mike Sweeney Renewed effective November 1, 2007 by Marc Chrismer and Darren Carroll Renewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko Renewed effective July 31, 2016 by Lisa Holisak and Candace Lund

Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

March 2, 1987

Mr. Bruce R. Nelson
Executive Secretary
Newspaper Guild of the Twin Cities
Local No. 2
1126 Plymouth Building
12 South 6th Street
Minneapolis, Minnesota 55402

Re: Photographer Scheduling

#### Dear Bruce:

During negotiations leading to our current bargaining agreement, effective 10-1-86, the Executive Editor and the President of Local No. 2 reached an understanding on the issue of photographer scheduling.

Should it become necessary to reduce the understanding to writing, the parties shall meet for the purpose of drawing up a written agreement on the matter.

Effective May 24, 2012, photographers may be scheduled by name for regular season home Minnesota Vikings games based on business needs rather than seniority.

Very truly yours,

R. L. Wray RLW:vm

Renewed effective October 1, 1995 by Jill Taylor and Bernard J. Lunzer Renewed effective April 1, 1999
Renewed effective August 1, 2002 by Jill Taylor and Mike Sweeney Renewed effective November 1, 2007 by Marc Chrismer and Darren Carroll Renewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko Renewed effective July 31, 2016 by Lisa Holisak and Candace Lund

Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

March 2, 1987

Mr. Bruce R. Nelson
Executive Secretary
Newspaper Guild of the Twin Cities
Local No. 2
1126 Plymouth Building
12 South 6th Street
Minneapolis, Minnesota 55402

Re: Beginners

Dear Bruce:

During negotiations leading to our current bargaining agreement, effective 10-1-86, the parties agreed to waive the percentage limitations on beginners contained in Section's 42, 43, 44, and 45 when experienced applicants are not available.

Very truly yours,

R. L. Wray RLW:vm

Renewed effective October 1, 1995 by Jill Taylor and Bernard J. Lunzer Renewed effective April 1, 1999
Renewed effective August 1, 2002 by Jill Taylor and Mike Sweeney Renewed effective November 1, 2007 by Marc Chrismer and Darren Carroll Renewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko Renewed effective July 31, 2016 by Lisa Holisak and Candace Lund

Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

#### MEMORANDUM OF UNDERSTANDING

In resolution of a grievance filed by the Guild on February 26, 1985, concerning the use of "stringers" in the performance of editorial work, the Publisher and the Guild agree as follows:

- 1. Except as noted below, assignments in Ramsey and Washington counties will not be given to the stringers or freelancers or other non-employees. The Publisher may assign work to temporary employees in accordance with Section 3 of the parties' collective bargaining agreement. The Guild will consider the Publisher's request(s) for extension(s) on the contractual time limit for temporary employees set forth in Section 3, on a case by case basis. Whenever work in Ramsey and Washington counties is assigned to a non-permanent employee, with the exceptions noted below, the assignee must be a temporary employee within the meaning of Section 3.
- 2. Editorial products not concerning Ramsey or Washington counties submitted by freelancers may be accepted for use and paid for at an agreed upon amount as they have in the past.
- 3. The 1977 Agreement signed by John Carmichael and Jim Baysinger shall continue to govern the matter of staff members (employees) who perform special assignments such as entertainment and restaurant reviews.
- 4. Wisconsin out-of-town correspondents who are not on full-time assignment may be given specific assignments, or the Publisher may select submitted material. Under both arrangements, the matter of compensation would be between the individual out-of-town correspondent and the Publisher, and Section 64 would not apply. It is recognized that such out-of-town correspondents not on full-time assignment have historically been excluded from coverage of the collective bargaining agreement.
- 5. The Publisher may assign "agate clerks" to cover high school sports events, provided that the clerks are paid at the appropriate Editorial A-scale minimum for performing such work. If the Publisher determines that further high school sports coverage is needed beyond existing staffing levels, temporary employees may be hired in accordance with Section 3 of the Agreement.
- 6. Special columnists, such as a running columnist, shall be treated as a stringer or free lancer, provided however, that current staff members (employees) shall be first afforded the opportunity to serve as special columnists, provided further, if they have the current ability in the subject matter as judged by the Publisher.
- 7. The Publisher may assign non-employees, such as high school students, coaches or city clerks to provide information for publication in lists, as agate material, in calendars or tidbit columns. The assignment of Guild work to non-employees shall not result in the reduction in the size of current staff. The assignment of Guild work to non-employees shall not result in the loss of hours for any staff member. This section is for the term of this contract. It may be reevaluated and extended by mutual agreement between the Publisher and the Guild.

8. The Publisher shall have the right to the continued use of free lance writers and photographers, as previously used by the company under the terms of the contract, and, notwithstanding the restrictions in Section 1 of this memorandum, may utilize them for prep and small college sports; arts and entertainment advances; features and reviews; Q & A format interviews; business news; special projects under the lead of Pioneer Press employees who agree to lead such projects and are paid the B-scale hourly rate for their supervisory work; celebrity news; traffic and public safety briefs; and writing routine daily suburban briefs. As well, for new pilot projects and products meant to drive digital traffic, audience habit and digital subscriptions.

In addition, the Publisher may acquire editorial content from non-bargaining unit sources outside the following areas: the Minnesota counties of Ramsey and Washington. The bargaining unit will continue to be the primary source of coverage of Major League Baseball, the National Football League, the National Basketball Association and the National Hockey League, as well as University of Minnesota football and basketball. The Publisher may hire temporaries or freelancers under Section 3 of the contract for coverage of sports not reserved for the bargaining unit under this clause. The use of freelancers and other independent contractors is intended to supplement traditional bargaining unit work and shall not displace such work nor displace or eliminate regular full-time and part-time employees. The use of freelancers and other independent contractors, specifically in Ramsey and Washington counties, is intended to supplement traditional bargaining unit work and shall not displace such work nor displace or eliminate regular full-time and part-time employees.

9. The Publisher shall provide the Guild information about its annual freelance budget when requested. The annual freelance budget shall not exceed 17 percent of the annual Guild editorial department budget. If the annual freelance budget exceeds the annual Guild editorial department budget by more than 17 percent, the Publisher shall match the excess with a payment to the Guild.

For the Publisher:	For the Guild:

/s/ Jeffrey D. McGill /s/ Bruce R. Nelson Labor Relations Manager **Executive Secretary** 

Renewed effective October 1, 1995 by Jill Taylor and Bernard J. Lunzer Renewed effective April 1, 1999 Renewed effective August 1, 2002 by Jill Taylor and Mike Sweeney Renewed effective November 1, 2007 by Marc Chrismer and Darren Carroll Renewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko Renewed effective July 31, 2016 by Lisa Holisak and Candace Lund

Renewed and revised effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

#### <u>LETTER #8</u> MEMORANDUM OF UNDERSTANDING ON COMMISSION SALES

#### **GENERAL**

Effective August 1, 2002, this agreement is designed to list the specific understanding reached by the parties with regard to commission advertising sales representatives and commission telemarketing sales representatives. Employees hired pursuant to this agreement fall within the Guild's jurisdiction and it is the intention of the parties to apply all provisions of the existing Collective Bargaining Agreement, including the grievance and arbitration procedures contained in Section 15, to the employment relationship created by this agreement, with certain exceptions that are set forth in this document. Unless otherwise noted in this document, the Collective Bargaining Agreement shall control.

#### **COMPENSATION**

- 1. During the first year of this Agreement, commission salespeople shall be paid base earnings of \$724.50 per week for the first three months while in training. In subsequent years, the \$724.50 weekly training base shall increase the same percentage as contractual Advertising A Scale wages. If hired to sell online or launch a new product, the training wage shall extend for six months. During the initial training period, if a commission salesperson sells enough advertising to earn more commission that the wage indicated, the higher amount will be paid.
- 2. After the training period, commission salespeople shall be paid base earnings of \$501.57 per week. In subsequent years, the \$501.57 per week base shall increase the same percentage as Advertising A Scale wages. Current Classified commission salespeople on a base wage system as of April 1, 1999, shall continue on the same system for the term of this agreement.
- 3. Commission shall be computed on net revenue, however generated. Base earnings drawn in that payroll period shall be deducted from the commission paid.
- 4. Commission-only sales plans have been replaced by so-called "revenue goal-based grid plans," similar to those that were offered to employees by agreement between the parties on September 15, 2005. The Company has stated that the grid plans likely are to remain in effect, though perhaps in modified form. Changes to such plans, if any, shall be subject to the provisions in Number 7, below.
- 5. The base rates in Tier 1 and Tier 2 of the grid plans referred to above shall increase the same percentage as contractual Advertising A Scale wages. Sales representatives shall advance to the higher tier no later than 15 months from the date of hire.
- 6. Sales representatives on the grid plans referred to above shall be guaranteed a minimum salary of 100 percent to goal for no less than two months after transfer to a new territory. The same shall apply to new hires.

7. The Publisher shall determine the structure of commission plans and any modifications thereto. Plan modifications require sixty-day written notice. Sales goals will be discussed with covered employees by the 15<sup>th</sup> of the month prior to the start of a new quarter and new sales goals will be communicated at least five (5) business days prior to the start of a new quarter. The preceding language on sales goals shall apply to both commission and A scale members of the bargaining unit in Advertising. The Publisher agrees that any commission plan modification(s) that result in a decrease in pay for the majority of the affected commission group shall be made only with mutual agreement of both parties.

#### **EMPLOYEE BENEFITS**

- 1. Commission salespeople shall be considered full-time employees for purpose of employee benefit eligibility except as otherwise indicated herein.
- 2. Commission salespeople shall set their own schedules to accomplish work to be performed. Commission salespeople shall not be eligible for overtime after eight (8) hours or 40 hours worked in a given week and are exempt from the provisions of Section 26 and 32 of the Collective Bargaining Agreement. However, they shall not be required to work more than five days in a workweek, nor shall they be assigned work that consistently requires them to work more than forty hours in a workweek. If the Company requires a commission salesperson to perform duties that are not part of their regular responsibilities as a commission salesperson, overtime shall be paid for work in excess of eight hours in one day. Setting their own schedules does not in any way reduce a salesperson's personal responsibility for full completion of a sale, including job duties such as credit procedures, ad processing, proofing or customer contact. Out of town assignments shall be considered individually as they concern overtime pay.
- 3. Commission salespeople shall be covered by the Sick Leave Agreement in Letter #10. Sick, holiday and vacation pay shall be determined as follows:
  - a) Employees in their training period shall receive pay at the rate of \$724.50 per week plus any appropriate A Scale percentage increase that shall not be deducted as draw plus commission payments for the actual business run in the leave period.
  - b) Employees with less than one year of service who have completed their training period shall receive pay at the rate of \$501.57 per week plus any appropriate A Scale percentage increase that will not be deducted as draw plus commission payments for the actual business run in the leave period.
  - c) Employees with more than one year of service shall receive pay at the rate of their average daily earnings for the previous calendar year that will not be deducted as draw plus commission payments for the actual business run in the leave period.

#### **STIPULATIONS AND CONDITIONS**

1. Severance pay shall be in accordance with Section 24 except that the weekly rate shall be based on the previous full six (6) months average daily earnings.

- 2. Commission salespeople shall furnish their own transportation. Mileage reimbursement will be at the existing contractual rate for the Guild employees.
- 3. The parties herein waive any application of Section 43 (Beginners).
- 4. Commission salespeople shall report to the manager(s) designated by the Vice President of Advertising Sales.
- 5. Commission salespeople and salespeople compensated in accordance with A-scale minimums shall be one classification group under Section 22 and Letter 3.
- 6. In no event shall a commission sales person's weekly earnings fall below \$501.57 plus any A Scale percentage increase.

#### **GUIDELINES AND COMMUNICATION**

A commission salesperson may not solicit businesses that appear on the protected business list or on a salaried salesperson's active advertiser account list. Active advertisers are defined as those who have a Pioneer Press contract or had activity in the past 6 months, with the exception of seasonal accounts. The Company may transfer business development level active accounts from salaried to commission sales representatives. Business development level active accounts are those that are roughly, though not exclusively, accounts in the \$40,000 or less annual spending level.

- 1. Disputed sales efforts will be resolved by advertising management with the affected salespeople by reviewing written correspondence, call reports, internal reports, and contract history documentation. If such documentation is not available, the salaried salesperson shall be assigned the disputed account.
- 2. The total number of commission salespeople devoted primarily to existing print products shall not exceed 300% of A Scale salaried salespeople. The number of A, E, and G Scale salaried salespeople shall not fall below the current levels in each scale or below levels provided in other agreements.
- 3. The total number of commission salespeople exclusively devoted to online product sales shall not exceed eight positions. Disputed account resolution in item\_2 still applies.

A joint committee of an equal number of Guild and advertising management representatives shall meet as needed to discuss any changes in the established commission rates for all or any products. No commission rate may be reduced without the mutual agreement of both parties. The committee may also discuss any general issues and/or problems that may arise.

Individual commission salespeople, at the request of either the salesperson or that person's sales manager, may meet with the sales managers to modify individual sales territories. If mutual agreement cannot be met on the proposed modification, the matter shall be referred to the joint committee.

Dated: For the Pioneer Press:	For the Newspaper Guild
Jill Taylor	Mike Sweeney
Renewed effective February 1, 2	, 2007 by Marc Chrismer and Darren Carroll 2014 by Lisa Holisak and Mike Bucsko 6 by Lisa Holisak and Candace Lund
Renewed effective June 2, 2023	
Marshall Anstandia Senior Vice	e President Candace Lund Executive Officer

#### LETTER #9 JOB STUDY PROGRAM

- 1. Within two months of the signing of a new contract, a committee of two members appointed by the Guild and two members appointed by the Publisher shall evaluate the Montreal Gazette's Job Questionnaire and Distribution of Benchmark Positions Program. The committee will, within six months, review the program and create an implementation plan.
- 2. The Job Study Program shall be administered by a joint Guild-Management committee hereinafter referred to as the Job Study Committee. The committee shall consist of three persons appointed by the Publisher and three by the Guild. Each party shall also name an alternate to serve on the committee.
- 3. Employees whose jobs are classified on the interdepartmental level system, and who believe their job duties have been substantially changed since the previous evaluation, may request a subsequent evaluation of their position by the Job Study Committee. Management may also request subsequent job evaluations based on substantial changes in job duties. Such requests must be filed in writing on forms provided by the Job Study Committee.
- 4. The Job Study Committee shall meet at least quarterly, if needed, and more frequently upon mutual agreement, for the purpose of acting on requests for job evaluation. Guild members of the committee shall be released from normal work assignments in order to carry out committee business. However, meetings of the committee shall not interfere in the affairs of the newspaper. Paid time as is necessary will be made available to provide continued training for the committee members. The parties will share expenses of the training.
- 5. In acting upon requests for job evaluation, the Job Committee shall be limited in its scope to arriving at a level determination by applying the Job Study Program to the various appropriate job factors as described in the Montreal Program as previously modified by the parties.
- 6. In the event the Job Study Committee is unable to reach agreement on a job evaluation request, the matter shall be referred to the Guild's Executive Officer and the Publisher's Director of Employee Relations. If agreement is not reached by the Executive Officer and Director of Employee Relations, the parties may select a neutral party to render a decision. The parties will share expenses of the third party equally.
- 7. If a position is upgraded as the result of the process described in Paragraphs 5 or 6, the affected employee shall be placed on the higher scale at the longevity step rate which is equal to or nearest above their current rate effective the date of the re-evaluation request.
- 8. The written explanation of how the Job Study Program operates will be updated annually with all current evaluations of jobs.

For the Pioneer Press:	For the Newspaper Guild
Jill Taylor	Mike Sweeney
Renewed effective November 1, 2007 by Renewed effective February 1, 2014 by Renewed effective July 31, 2016 by Lisa	Lisa Holisak and Mike Bucsko
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice Preside	ent Candace Lund, Executive Officer

April 1, 1999

Re: ASC/Newsroom Jurisdiction

Dear Jill:

During negotiations leading to our collective bargaining agreement effective April 1, 1999, the Newspaper Guild and the Pioneer Press reached the following agreement:

- (1) **ASC**. Guild Creative Assistants in ASC will share work with members of the Minneapolis-St. Paul Typographical Union No. 30, pursuant to the following conditions:
- A. Printer II's will not perform top level work (for instance, independent, design work, graphic design, special sections, sales collateral, speculative ads, copyright material).
- B. Printer II's performing mid-level work (for instance, logo design, ads with art and type combined, some original art within sold ad space) will be compensated at least at the Creative Assistant H-1 rate. Printer II's will not regularly be assigned mid-level work.
- C. There shall be no lay-offs as a direct result of this section.

NEWSROOM. Members of the typographical union may perform electronic pagination services in the newsroom from layouts designed by members of the Newspaper Guild. Such services will be identical to the function currently being performed with paper pages in the composing room. This Agreement will in no way abridge the rights of typographical union members under their collective bargaining agreement. There shall be no lay-offs as a direct result of this section.

This letter supercedes the 1992 tri-party Letter of Understanding Between St. Paul Pioneer Press, Twin Cities Newspaper Guild, Local #2 and Minneapolis-St. Paul Typographical Union No. 30.

Renewed effective August 1, 2002	
Mike Sweeney	Jill Taylor
Renewed effective November 1, 2007 by Mar Renewed effective February 1, 2014 by Lisa I Renewed effective July 31, 2016 by Lisa Holi	Holisak and Mike Bucsko
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

april 1, 1999
Re: Artist Seniority
Dear Mike:
This letter confirms that prior to negotiations of our collective bargaining agreement effective april 1, 1999, the Newspaper Guild and the Pioneer Press reached the following agreement:
Guild artists in ASC and in Market Development employed on February 1, 1999, shall remain on the same seniority list for purposes of Letter #7.
artists and Creative Assistants employed after February 1, 1999, will be covered by the new anguage in Letter #7.
denewed effective August 1, 2002
incerely,
ill Taylor Mike Sweeney
denewed effective November 1, 2007 by Marc Chrismer and Darren Carroll denewed effective February 1, 2014 by Lisa Holisak and Mike Bucsko denewed effective July 31, 2016 by Lisa Holisak and Candace Lund
denewed effective June 2, 2023
Marshall Anstandig, Senior Vice President Candace Lund, Executive Officer

August 1, 2002

Michael Sweeney, Executive Officer Minnesota Newspaper Guild/Typographical Union 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418

Dear Mike:

During negotiations leading to Collective Bargaining Agreement effective August 1, 2002, the Pioneer Press and the Newspaper Guild reached the following agreement effective August 1, 2002 through July 31, 2007.

Section 14 does not apply during the dated terms of the Agreement, with the exception that the Guild may engage in a sympathy strike in support of another striking CWA union at the Pioneer Press.

Sincerely,	
Jill Taylor	Mike Sweeney
Renewed effective February 1, Renewed effective July 31, 20	1, 2007 by Marc Chrismer and Darren Carroll, 2014 by Lisa Holisak and Mike Bucsko 16 by Lisa Holisak and Candace Lund 16 by Lisa Holisak and Candace Lund
Renewed effective June 2, 202	23
Marshall Anstandio Senior Vi	ice President Candace Lund Executive Officer

August 1, 2007

Darren Carroll, Executive Officer Minnesota Newspaper Guild/Typographical Union 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418

Dear Darren:

During negotiations leading to Collective Bargaining Agreement effective August 1, 2007, the Pioneer Press and the Newspaper Guild reached the following agreement effective August 1, 2007 through July 31, 2011.

Upon ratification of this contract, the Company agrees to a joint Guild-Management committee to investigate workplace concerns expressed by advertising employees and to make recommendations to improve communication and productivity, and to create more opportunity to increase advertising revenue. The committee will examine, among other things, the equity of sales goals and will make recommendations to ensure the goals are achievable. The committee shall make recommendations by 02/01/2008 unless the parties otherwise extend the committee's work.

Sincerely,	
Marc Chrismer	Darren Carroll
Renewed effective February 1, 2014 by Lisa Renewed effective July 31, 2016 by Lisa Hold	
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

February 1, 2012

Mike Bucsko, Executive Officer Minnesota Newspaper Guild/Typographical Union 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418

Dear Mike:

During negotiations leading to a Collective Bargaining Agreement effective February 1, 2012, the Pioneer Press and the Newspaper Guild reached the following agreement effective February 1, 2012 through January 31, 2014.

Upon ratification of this contract, the parties agree that any person working for TwinCities.com before the ratification of this Agreement shall be exempt from the application of Section 5 (Union Security).

Sincerely,	
Marc Chrismer, Dir. of Labor Relations	Mike Bucsko, Executive Officer
Renewed effective February 1, 2014 by Lisa I Renewed effective July 31, 2016 by Lisa Holi	
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

# MEMORANDUM OF AGREEMENT REGARDING MODIFICATIONS TO CONTRACT DATED AUGUST 1, 2007 TO JULY 31, 2011 BETWEEN MINNESOTA NEWSPAPER GUILD, LOCAL 37002, AND ST. PAUL PIONEER PRESS

The Minnesota Newspaper Guild, Local 37002 of the Newspaper Guild-CWA, and the St. Paul Pioneer Press hereby agree to modify the Collective Bargaining Agreement dated August 1, 2007 to July 31, 2011. The parties' tentative agreement was ratified by Guild members in voting on January 21-22, 2010.

This Memorandum of Agreement sets forth the modifications to the contract. Unless otherwise specified, all terms of the contract remain unchanged and in full force and effect. The parties have agreed to the following modifications:

- 1. There shall be no layoffs of any Guild-represented employees through the period up to and including the end of the last payroll period before February 1, 2011.
- 2. Effective Monday, February 1, 2010, the workweek of full-time employees shall be reduced from 40 hours to 37.5 hours through the period up to and including the end of the last payroll period before February 1, 2011, after which the 40-hour workweek shall be restored. Employees shall work a 7.5-hour day unless mutually agreed to between the employee and his/her supervisor. Employees shall receive straight-time pay for hours worked between 37.5 hours and 40 hours; overtime shall be paid for any time worked beyond 8 hours in a workday or 40 hours in a workweek. Holidays will be compensated based on the 7.5 hour day. Any vacation accrued prior to February 1, 2010, shall be based on a 40-hour week but while the 37.5 hour work week is in effect, vacation will accrue based on a 37.5 hour week. The reduced workweek shall have no effect on full-time employment status, benefits and benefit eligibility, or hourly rate of pay.
- 3. The 3 percent contractual raise scheduled to take effect on July 1, 2010 shall be forfeited.
- 4. Effective February 1, 2010, the 3 percent match on the MediaNews 401(k), as described in the last paragraph of Section 53, shall be discontinued for the duration of this contract and any extension thereof.
- 5. During the period from July 1, 2010, until December 31, 2010, employees shall be required to take a five-day unpaid furlough (pro-rata for part-time employees) under the same terms and conditions as the furlough program that was negotiated in 2009.
- 6. The Guild and the Pioneer Press have agreed to initiate consultative, non-binding discussions in November 2010, similar to those the preceded this Agreement, at the request of either party.

Darren Carroll	Marc Chrismer
For the Minnesota Newspaper Guild	For the St. Paul Pioneer Press
January 26, 2010	January 26, 2010
Renewed effective July 31, 2016 by Lisa Holisak	and Candace Lund
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

# MEMORANDUM OF AGREEMENT REGARDING MODIFICATIONS TO CONTRACT DATED AUGUST 1, 2007 TO JULY 31, 2011 BETWEEN MINNESOTA NEWSPAPER GUILD, LOCAL 37002, AND ST. PAUL PIONEER PRESS

The Minnesota Newspaper Guild, Local 37002 of The Newspaper Guild-CWA, and the St. Paul Pioneer Press hereby agree to modify the Collective Bargaining Agreement dated August 1, 2007 to July 31, 2011

This Memorandum of Agreement sets forth the modifications to the contract and to a separate Memorandum of Agreement ratified by Guild members in January 2010. Unless otherwise specified, all terms of the contract remain unchanged and in full force and effect.

The parties have agreed to the following modifications:

- 1. There shall be no layoffs of any Guild-represented employees through January 31, 2012.
- 2. The reduced work week for full-time employees, from 40 hours to 37.5 hours, shall continue through January 31, 2012, after which the 40-hour workweek shall be restored. The reduced workweek shall be governed by the terms described in the Memorandum of Agreement ratified in January 2010.
- 3. The effective dates for eligibility for Knight Ridder Early Retiree Medical coverage, as described in Section 53 of the contract, shall be changed to January 31, 2012. Effective February 1, 2012, the plan shall no longer be available to current or future employees.
- 4. During the period from July 1, 2011, until January 31, 2012, employees may be required to take up to five unpaid furlough days (pro-rata for part-time employees) under the terms and conditions of the furlough program negotiated in February 2009. The furlough only may be implemented for Guild-represented employees if it is implemented to the same extent for management and non-represented employees. Employees shall have at least three months within which to take the unpaid furlough days. The furlough may be declared by management no later than October 31, 2011.
- 5. The term of the contract shall be extended by six months, from July 31, 2011, to January 31, 2012.

Mike Bucsko	Marc Chrismer
For the Minnesota Newspaper Guild	For the St. Paul Pioneer Press
January 14, 2011	January 24, 2010
Renewed effective June 2, 2023	
	<del></del>
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

Revised October 1, 2014

Mike Bucsko, Executive Officer Minnesota Newspaper & Communications Guild 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418

Dear Mike:

During negotiations leading to the Collective Bargaining Agreement effective February 1, 2014, the Pioneer Press and the Newspaper Guild reached the following agreement effective February 1, 2014, through September 30, 2016.

Upon ratification of this contract, the reduced work week for full-time employees, from 40 hours to 37.5 hours, shall continue for the duration of the agreement. Employees shall work a 7.5-hour day unless mutually agreed to between the employee and his/her supervisor. Employees shall receive straight-time pay for hours worked between 37.5 hours and 40 hours; overtime shall be paid for any time worked beyond 8 hours in a workday or 40 hours in a workweek. Holidays will be compensated based on the 7.5 hour day. Vacation will accrue based on a 37.5 hour week while the 37.5 hour work week is in effect. The reduced workweek shall have no effect on full-time employment status, benefits and benefit eligibility, or hourly rate of pay.

Sincerely,	
Lisa Holisak, Human Resources Director	Mike Bucsko, Executive Officer
Renewed effective July 31, 2016 by Lisa Hol	isak and Candace Lund
Renewed effective June 2, 2023	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

February 1, 2012

Mike Bucsko, Executive Officer Minnesota Newspaper Guild/Typographical Union 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418

#### Dear Mike:

During negotiations leading to the Collective Bargaining Agreement effective February 1, 2012, the Pioneer Press and the Newspaper Guild reached the following agreement effective February 1, 2012, through January 31, 2014.

#### Ad Production outsourcing

The Publisher shall have the right to outsource design work in Ad Production, subject to the following criteria:

- 1. Up to three (3) Guild artist positions may be eliminated on October 1, 2012. Additional Guild artist positions may be eliminated on January 1, 2013.
- 2. Employees in Ad Production whose positions are eliminated as the result of outsourcing shall have the choice of receiving \$5,000 for the purpose of retraining or an additional four (4) weeks' pay at the time of their separation. Employees who choose the retraining compensation option will have one year from the date of separation to use the funds. The retraining funds will be provided by the Publisher on a reimbursement basis.
- 3. In the event the Publisher decides to restore the Ad Production design work after outsourcing, the Guild artists and other employees affected by the workforce reduction shall be recalled in order of seniority as outlined in Letter 3 of the Collective Bargaining Agreement. Employees who accept the recall shall return with the same level of seniority for all benefits except severance.
- 4. Employees affected by the work force reduction in Ad Production shall have the option to receive their severance pay, per Section 24 of the Collective Bargaining Agreement, in a lump sum or on a pay continuation basis. No benefits or seniority will accrue during the pay continuation period.
- 5. If COBRA is requested, employees affected by the work force reduction in Ad Production shall receive health insurance coverage under COBRA payable at the Employer/Employee premium splits contained in the Collective Bargaining Agreement for up to six (6) months from the time of their separation. Such coverage will cease six

- (6) months after separation from employment or when the affected employee has the option for health insurance coverage with another employer or their spouse.
- 6. Besides the outsourcing of Ad Production design work, the Guild recognizes the Publisher's current intention to retain one (1) position in Product Planning, two (2) positions in Ad Traffic and two (2) positions in Ad Desk. The Publisher has the right to reduce from these levels and this section shall not constitute a minimum staffing level.

Sincerely,	
Marc Chrismer, Director of Labor Relations	Mike Bucsko, Executive Officer

September 8, 2014
Mike Bucsko, Executive Officer Minnesota Newspaper & Communications Guild 2855 Anthony Lane South, Suite 110 Minneapolis, MN 55418
Dear Mike:
During negotiations leading to Collective Bargaining Agreement effective February 1, 2014, the Pioneer Press and the Newspaper Guild reached the following agreement:
The Publisher agrees that there shall be no layoffs of any Guild-represented employees from October 1, 2014, through March 31, 2015.
Sincerely,

Mike Bucsko, Executive Officer

Lisa Holisak, Human Resources Director

September 8, 2014

#### <u>SUBCONTRACTING – FINANCE</u>

The Publisher shall have the right to subcontract traditional bargaining unit work in Finance covered by this agreement, provided:

- 1. The subcontracting does not result in the layoff of any bargaining unit employee.
- 2. The Publisher provides a minimum of 30 days' notice prior to the subcontracting of any bargaining unit work; the affected employees shall be reassigned by the Publisher. The Publisher shall provide necessary training for the reassignment to such affected employees.
- 3. Bargaining unit employees affected by the subcontracting shall have the option to a voluntary separation from the Publisher. In the event the affected employee exercises the separation option, the Union and the Publisher shall negotiate terms of a buyout.
- 4. Work that is subcontracted shall not be assigned to the Publisher's non-union employees.
- 5. It is understood that Section 16 pertaining to transfers shall not be applicable in this circumstance.

Lisa Holisak, Human Resources Director	Mike Bucsko, Executive Officer
Renewed effective June 2, 2023:	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

September 8, 2014

#### **INSOURCING**

The Union and the Publisher agree the opportunity to secure new work from outside sources related to various functions at the Pioneer Press provides mutual advantages and should be pursued to the extent it is practicable during the term of this agreement.

The intent of such insourcing is to retain work currently being performed by the bargaining unit employees. The Publisher shall also have the right to eliminate such work with prior notice to the Union. Regarding the work being insourced – the parties shall meet to discuss the wages, hours and working conditions applicable to such work.

Lisa Holisak, Human Resources Director	Mike Bucsko, Executive Officer
Renewed effective July 31, 2016 by Lisa Holi	sak and Candace Lund
Renewed effective June 2, 2023:	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

September 8, 2014

#### ANNUAL FINANCIAL REVIEW

In an effort to promote business literacy and transparency about the state of the Pioneer Press, the parties agree the Publisher will make available to the Union on an annual basis an accounting of the finances of the Pioneer Press only as described herein.

The financial data provided will be consistent with previous data requests fulfilled under a confidentiality agreement and will include revenue and expense data, cumulatively and by department, for the most recent fiscal year, management fees, depreciation and amortization expenses, outstanding liabilities.

Lisa Holisak, Human Resources Director	Mike Bucsko, Executive Officer
Renewed effective July 31, 2016 by Lisa Holi	sak and Candace Lund
Renewed and revised effective June 2, 2023:	
Marshall Anstandig, Senior Vice President	Candace Lund, Executive Officer

September 8, 2016

#### **OUTSOURCING FIELD CIRCULATION**

As an exception to this Collective Bargaining Agreement, JURISDICTION AND COVERAGE, Section 1, the Publisher shall have the right to subcontract traditional bargaining unit work in the Circulation Department as an economic dismissal, in the job titles District Supervisor and District Assistant, provided:

After ratification of the full Collective Bargaining Agreement with a minimum of sixty (60) days' notice to the Guild and affected Guild members, the Company shall have the right to convert the Midway Distribution Center to an Agent operation provided the total loss of work as a result of this shall not be more than 3 District Supervisors and 25 part-time District Assistants.

The Guild retains jurisdiction over all work to be performed by employees in the Circulation Department. If The Pioneer Press returns to an employee operation anywhere within the Circulation Department, those employees shall be covered under the Guild's jurisdiction of the Collective Bargaining Agreement.

Bargaining unit employees in Circulation affected by the outsourcing shall receive an employment separation package that provides:

- A. The employees affected by the work force reduction in the Circulation Department shall have the option to receive their severance pay, per Section 24 of the Collective Bargaining Agreement, in a lump sum.
- B. Employees affected by the work force reduction in the Circulation Department shall receive an additional four (4) weeks' pay at the time of their separation.
- C. In the event the Company decides to restore the Field Circulation work to Pioneer Press employees within one year, the Guild employees affected by the workforce reduction shall be recalled in order of seniority in accordance Letter #3.
- D. If the employee (and his/her eligible dependents) currently has medical coverage through the Company's medical plan, the Company will pay in a lump sum the Company's portion of the premium (at the current amount) of continued medical benefit coverage for six (6) months. This allows the employee to elect COBRA if he/she wishes (paying the full cost of COBRA plus the 2% COBRA fee) or explore other health coverage options.

Lisa Holisak, Human Resources Director	Candace Lund, Executive Officer

September 8, 2016

#### OUTSOURCING EDITORIAL PRODUCTION AND AD PRODUCTION

As an exception to this Collective Bargaining Agreement, JURISDICTION AND COVERAGE, Section 1, the Publisher shall have the right to subcontract traditional bargaining unit work in Editorial Production and Ad Production as an economic dismissal covered by this agreement, provided:

The Pioneer Press shall have the right to subcontract or transfer work covered by this Agreement which is described as editorial or advertising page production, i.e. page design, layout news flow and production, pagination/make-up, and copy editing to any other operating unit or company (owned by Company or its parent) or to an unrelated third party provided the total loss of work as a result of this shall not be more than 6 FTEs in Editorial Production and 2 FTEs in Ad Production.

The Guild retains jurisdiction over editorial production and advertising page production work performed by employees of The Pioneer Press. Any and all editorial production work and advertising page production work remaining or returning shall continue to be performed by bargaining unit employees.

No employee shall be involuntarily displaced prior to January 1, 2017.

For any employee whose work is eliminated as a result of outsourcing as negotiated in this agreement only, the Employer shall offer him or her employment in any open positions for which they are qualified in the Company's sole discretion, and such determination shall not be arbitrary. The employee may choose to accept the position or take severance pay as set forth herein. Section 16 shall not apply.

Bargaining unit employees in affected by such outsourcing shall receive an employment separation package that provides:

- 1) The employees affected by the work force reduction in Editorial Production and Advertising Page Production shall have the option to receive their severance pay, per Section 24 of the Collective Bargaining Agreement, in a lump sum.
- 2) Employees affected by the work force reduction in the Editorial Production and Advertising Page Production shall receive an additional four (4) weeks' pay at the time of their separation.
- 3) In the event the Company decides to restore the Editorial Production and/or Advertising Page Production work to Pioneer Press employees within one year, the Guild employees affected by the workforce reduction shall be recalled in order of seniority in accordance Letter #3.
- 4) If the employee (and his/her eligible dependents) currently has medical coverage through the Company's medical plan, the Company will pay in a lump sum the Company's portion of the premium (at the current amount) of continued medical benefit coverage for six (6) months. This allows the employee to elect COBRA if

he/she wishes (paying the full cost of COBRA plus the 2% COBRA fee) of explore other health coverage options.	
Lisa Holisak, Human Resources Director	Candace Lund, Executive Officer