

CONTRACT

BETWEEN

THE DULUTH NEWS TRIBUNE

AND

THE MINNESOTA NEWSPAPER & COMMUNICATIONS
GUILD, TNG-CWA LOCAL 37002

October 1, 2024 to Sept. 30, 2027

**Minnesota Newspaper & Communications Guild
CONTRACT 10-1-2024 through 9-30-2027**

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**CONTRACT BETWEEN
DULUTH NEWS TRIBUNE
AND MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD**

This agreement made this October 30, 2024, between the DULUTH NEWS TRIBUNE, a division of Forum Communications Company, hereinafter known as the Employer, and the MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD, TNG-CWA LOCAL 37002, hereinafter known either as the Union or the Guild, shall be in effect from October 1, 2024, through September 30, 2027.

Article 1 - Recognition and Coverage

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for itself and in behalf of all employees in the bargaining unit certified by the National Labor Relations Board (NLRB) in Case No. 13-RC-10950, namely: All full-time and regular part-time employees employed by the Employer in its editorial, advertising, market development, new media, business office, information systems, circulation and maintenance departments, excluding managerial, supervisory, and confidential employees as defined in the Act, and all other employees.

Section 2. Positions that are considered to be exempt from the bargaining unit are listed in the attached side letter to this agreement. The list of positions shall not constitute a cap on the number of excluded positions. Additional management positions may be added pursuant to Section 4.

Section 3. In addition, all temporary employees, such as election workers, contest judges, temporary phone solicitation crews, special campaign workers, or any other employee hired with the understanding the job will last no more than three (3) months, shall be excluded from provisions of the contract, as will all editorial correspondents. If a temporary employee is hired filling a position covered under the terms of Article 2 of the contract, he/she shall be paid in accordance with the rates and practices defined in Article 2, Classification and Wages.

Section 4. **New Management Positions.** If the Publisher creates a new position in a department covered by this Agreement and asserts such position should be excluded from the Guild's jurisdiction, the Publisher shall give reasonable advance notice to the Guild of the creation of such a position. The Publisher shall meet at the request of the Guild to discuss the reasons for excluding the position from the Guild's jurisdiction. It is understood that the basis for excluding any such new position shall be the criteria and standards established under the National Labor Relations Act. The parties pledge their mutual cooperation in administering this section, meaning specifically that the Guild shall not challenge positions that clearly are managerial, confidential and/or supervisory, nor shall the Publisher seek to exclude positions that do not meet the criteria defined in the National Labor Relations Act.

Article 2 - Classifications and Wages

Section 1. The minimum wages to be paid to an employee covered by and during the life of this contract shall be in accordance with the following schedule. Where wages are expressed in weekly rates, the wages are the minimums to be paid for 40 hours worked in a week. Employees who work fewer than 40 hours in a week shall be paid an hourly wage prorated on the weekly scale based on hours worked. At the time of contract ratification, for all classifications, the pay scale minimums shall be as follows:

Classification A

Reporters, Copy Editors, Page Designers, Newsroom Graphic Artists, Newsroom Web Producers, Photographers, District Managers*, Advertising Account Executives**

	Year 1	Year 2	Year 3
12/31/2023	\$799.05	\$928.64	\$1,090.57
12/29/2024	\$831.01	\$965.79	\$1,134.19
12/28/2025	\$855.94	\$994.76	\$1,168.22
12/27/2026	\$890.18	\$1,034.55	\$1,214.95

*Hired before April 29, 2008.

**The company may place advertising account executives hired after April 29, 2008, in either Classification A or A-1.

Classification A-1

Advertising Account Executives*

In addition to the base salary listed here, Classification A-1 Advertising Account Executives will receive compensation as outlined in Letter of Agreement No. 6.

	Year 1
12/31/2023	\$799.05
12/29/2024	\$831.01
12/28/2025	\$855.94
12/27/2026	\$890.18

*The company may place advertising account executives hired after April 29, 2008, in either Classification A or A-1.

Classification B

Reserved

Classification C

Reserved

Classification D

Advertising Coordinators, News Assistants, Prepress Technicians, Layout Specialists, Circulation Coordinators, Marketing Development Coordinators, Help Desk Coordinators, Credit

Collections Coordinators.

	Year 1	Year 2	Year 3
12/31/2023	\$685.57	\$701.29	\$776.32
12/29/2024	\$712.99	\$729.34	\$807.37
12/28/2025	\$734.38	\$751.22	\$831.59
12/27/2026	\$763.76	\$781.27	\$864.86

Classification E

Advertising Graphic Designers, District Managers. *

*Hired after April 29, 2008.

	Year 1	Year 2	Year 3
12/31/2023	\$756.38	\$830.68	\$971.06
12/29/2024	\$786.64	\$863.91	\$1,009.90
12/28/2025	\$810.23	\$889.82	\$1,040.20
12/27/2026	\$842.64	\$925.42	\$1,081.81

Classification F

Cashiers, Bookkeepers, Circulation Customer Service Representatives

	Year 1	Year 2
12/31/2023	\$638.51	\$704.57
12/29/2024	\$664.05	\$732.75
12/28/2025	\$683.97	\$754.74
12/27/2026	\$711.33	\$784.92

Classification G

Reserved

Classification H

Reserved

Classification H-1

Reserved

Classification I

Reserved

Classification J

Reserved

Classification K

Customer Service Field Representatives

	Year 1
12/31/2023	\$490.03
12/29/2024	\$509.63
12/28/2025	\$524.92
12/27/2026	\$545.92

Effective December 29, 2024, all employees will receive a four percent (4%) across the board wage increase (ranges and steps increased by 4%). Effective December 28, 2025, all employees will receive a three percent (3%) across the board wage increase (ranges and steps increased by 3%). Effective December 27, 2026, all employees will receive a four percent (4%) across the board wage increase (ranges and steps increased by 4%).

Section 2. **Classification A-1 Advertising Account Executives:** In addition to the base salary outlined above, Class A-1 Advertising Account Executives compensation as outlined in Letter of Agreement No. 6. Advertising Account hired after April 29, 2008, may be hired at either the new plan as outlined in Letter of Agreement No. 6 or under the Classification A level. This will be done at management discretion.

Section 3. **Experience Definition:** Experience credit shall be mutually determined between the Employer and the individual employee at time of employment. Such mutual agreement shall be reached on the basis of proven experience in a comparable field of work.

Section 4. **Salary Reductions:** It is understood that during the life of this agreement there shall be no reduction in salaries except in the case of a voluntary transfer or a transfer from night to day shifts. The determination of over-scale premiums shall rest solely with the Employer. However, if on an individual basis an advertising salesperson or district manager opts to take part in any incentive program offered by the Employer, he/she will voluntarily give up his/her merit pay for the remainder of the Agreement. By the same token a person who opts to take the incentive program will remain in the program for the remainder of the Agreement. The determination of the existence of an incentive program and terms of the same shall rest solely with the Employer.

Section 5. **Pay Period:** payment of wages shall be made biweekly.

Section 6. **Night Differential:** Effective January 2, 2022, full-time employees who work the major portion of their working day between the hours of 3 p.m. and 5 a.m. shall receive a night differential of thirty (30) dollars per week.

Section 7. Nothing in this contract shall prohibit the Employer from subcontracting work. If subcontracting will have a significant impact on Guild jobs, the Employer will provide sixty (60) days' notice to the Guild. The Employer will only be required to bargain over such

subcontracting to the extent required by law.

Section 8. The Employer will provide to the Guild a payroll form containing the information specified in ARTICLE 23 – INFORMATION for each new hire in the Guild’s jurisdiction within one week of his or her start date.

Section 9. If an employee is required to do the work and maintain the responsibilities above their classification of work the employee will be paid the salary for that higher classification for each such shift worked.

Article 3 - Hours

Section 1. **Work Week:** The normal work week shall consist of 40 hours. The five-day, 40-hour week (eight hours within nine) shall obtain in all classifications, except that news gatherers, copy editors, photographers, district circulation managers, and customer service representatives may, by mutual agreement with the Employer, work more or less than an eight-hour shift or a split shift so long as the total straight-time hours do not exceed 40 in any given five-day work week. A split shift shall not qualify for a callback. Advertising salespeople shall be exempted from all provisions of this section.

Section 2. **Overtime:** Overtime shall be worked only when authorized by the Employer, and only when required by the Employer, or when an emergency or the nature of the work assigned reasonably requires said overtime. Payment for any authorized overtime shall be at the rate of time and one-half basic scale. Mutually agreed upon arrangements between Employer and employee may be worked out for compensating time off for overtime worked, but said compensating time must be taken within the pay period. Part-time employees will not be eligible for time-and-a-half pay for days in which they work more than 8 hours. For purposes of this section, overtime will only be paid when an employee has actually worked 40 hours in a given workweek, and not when an employee has been paid for 40 hours in a given workweek, so that vacations, sick time, and holiday pay (including personal holidays) shall not count in the calculation of hours worked. Provided, however, that nothing herein shall be interpreted to allow the Employer to require an employee to work on a day when such employee is not otherwise scheduled to work.

Section 3. Notwithstanding the provisions of Article 3, Section (1) above, the Employer may require an employee to work an additional two hours in a work day (for a total of 10 hours) with those additional hours to be taken off at some other time during the week through compensatory time at the rate of one hour off for each hour over 8 worked.

The Employer shall make every effort to give at least 48 hours' notice when a work day of more than 8 hours is required. If 48 hours' notice is not given, the provisions of Section (2) of this article shall control. The 48-hour notice may be waived by mutual agreement.

It also is recognized that overtime may be required by the Employer.

Section 4. **Days Off:** Days off shall be regular and consecutive except in unusual circumstances, or unless by mutual agreement between the Employer and employee. Unless prevented by reasons beyond its control, including but not limited to a major mechanical failure, a fire or an act of nature, employees shall be given at least seven days' notice of a change in days off.

If, during the first four hours of a shift, the Employer is forced, by reasons beyond its control, to halt operations in any department, employees who have begun their shift will be paid for a full four hours. If, during the second four hours of a shift, the Employer is forced by reasons beyond its control, to halt operations in any department, employees who have begun their shift will be paid for a full eight hours.

If the Employer is forced, by reasons beyond its control, to halt operations in a department for more than one business day, employees shall be notified to not report for work at least twelve hours before their next scheduled shift. If such notification is made, employees will not report to work and will not be paid for that day. If such notification is not made and employees report for work, they will be paid for a full eight hour shift.

Section 5. **Schedule:** Under normal circumstances, the Employer shall give a minimum of fourteen calendar days' notice before any changes to an employee's normal scheduled days and hours, except that in a major emergency the Guild will waive this requirement.

Section 6. **Callback:** An employee called back to work after having left the building at the close of a shift shall receive a minimum of three (3) hours pay at the rate of one and one-half times the regular straight-time rate.

Section 7. Employees who work the majority of any shift at a keyboard or digital screen shall be eligible for 15 minutes of break time for each four hours of work, to be taken as one break or in increments as needed by the employee with the approval of his or her supervisor.

Article 4 - Holidays

Section 1. **Holidays:** Recognized holidays shall be New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or days celebrated as such. An employee may substitute for Christmas an alternate recognized religious holiday such as Rosh Hashanah. In addition, each employee will be given two personal leave days during the calendar year. Requests to take personal leave days shall be submitted by employees through the employer's timekeeping system for management approval.

Section 2. **Payment:** Payment for employees working the recognized holidays will be twice the regular pay for actual hours worked; or, at the option of the employee, eight hours straight time and a compensatory day off. The compensatory day off is to be approved by the department head and to be taken within 30 days after the holiday. A minimum of 48 hours' notice

will be required from an employee for scheduling of a compensatory day to be considered. However, if actual hours worked are fewer than eight the employee who elects to take double time shall be paid the difference between hours worked and eight hours at straight time.

Section 3. Employees scheduled to work on a holiday, or day celebrated as such, who are not required to work, shall receive a regular day's pay at straight time.

Section 4. Employees whose day off falls on a holiday, or day celebrated as such, shall be granted a compensatory day off with pay, such day to be designated by the department head and to fall within 30 days after the holiday. A minimum of 48 hours' notice will be required from an employee for scheduling a compensatory day to be considered.

Article 5 - Dismissals and Severance Pay

Section 1. There shall be no dismissals except for just and sufficient cause. In the event of any contemplated dismissal, for the reduction of force and no other reason, the Employer shall give the employee four weeks' notice or shall give the employee four weeks' pay in lieu thereof.

During the first six months of employment, an employee may be terminated without just cause. Said employee shall not have recourse to the grievance and arbitration procedure regarding such a termination. The six-month competency period may be extended by mutual agreement between the Guild and the Employer.

Section 2. The Employer shall normally follow a policy of progressive discipline, which shall be represented by the following:

1. Documented verbal warning
2. First written warning
3. Final written warning
4. Involuntary separation from employment

Even within the concept of progressive discipline there may be certain infractions, such as serious misconduct, that may warrant skipping lower forms of discipline or may result in termination.

Section 3. Before any meeting that may result in discipline, a bargaining unit employee shall be offered the opportunity to have a union representative present in the meeting. The Employer will provide the Guild and the employee written documentation of any discipline or discharge with specifications of the facts alleged to constitute just cause within twenty-four (24) hours of the imposition of discipline/discharge.

Section 4. Prior disciplinary actions will be considered for purposes of future discipline on a case-by-case basis, depending on the seriousness of the prior and current offense, and the age of any prior offense. Generally, warnings older than twelve (12) months will not be considered for purposes of future discipline, unless the prior warnings establish a pattern of

misconduct for the same behavior or other extenuating circumstances.

Section 5. Nothing contained in this Article shall be construed as an abrogation of any right the Guild may have to grieve and arbitrate the Employer's imposition of discipline, nor shall anything in this section be construed to limit any defenses the Employer may assert with respect to the arbitrability of any grievance.

Section 6. (a) When an employee is discharged after one (1) year of continuous employment, he or she shall be entitled to severance in cash, and in a lump sum, not to exceed a maximum of twenty-six (26) weeks, according to the following formula: one week's pay for each year, or portion of a year, of regular, continuous employment with the Employer or four week's pay, whichever is greater. Such severance pay shall not be applicable when an employee is discharged for just cause. Severance pay shall be based on the employee's rate of pay at time of discharge. Part time employees severance will be prorated based on the average number of hours worked per week in the six months prior to the effective day of termination.

(b) In the event the Employer is acquired by a new company and the new company honors the terms and conditions of this Agreement, severance will not be paid to any employee as a result of the transaction.

(c) In the event that the Employer is acquired by a new company and the new company does not honor the terms and conditions of this agreement and requires employees covered by this agreement to apply for employment, severance, based on the above formula, shall be paid to an employee who applies for work with the new company and:

- (1) is not offered employment; or
- (2) is offered employment that is not comparable to his or her position with the Employer; or
- (3) accepts employment with the new company and is dismissed within six months of his or her date of hire either for economic reasons or for a reason other than just cause.

(d) Employees who do not apply for a position with the new employer shall receive severance based on the above formula. An employee who receives severance, then goes to work for the acquiring company within six months, must repay the total amount of severance to the previous employer.

Section 7. Employees resigning from the Employer's service shall be expected to give two weeks' advance notice of such resignation.

Section 8. In the case of economic discharges or layoffs, these will be made, by classifications within a department, in reverse order of seniority. A rehire list shall be established in order of most to least senior employees, with the most senior employee(s) in a given classification within a department to be recalled first in the event of a vacancy. An individual will be on the rehire list for a period of one year from his/her date of layoff or until offered a

position in the same or a higher classification, whichever occurs first.

Section 9. Pursuant to the terms of Section 1 of this Article, the Guild and affected employees shall be given four weeks' advance notice of an economic discharge or layoff. During the four-week period, the Employer shall accept volunteers in the classifications within a department to be affected, with each volunteer reducing by one the number of employees who otherwise would be subject to economic discharge or layoff. Such volunteers shall be paid severance in accordance with the terms set forth in Section 2 of this Article.

Section 10. When new equipment or technology is introduced that substantially impacts how employees within the Guild bargaining unit perform their work or that might result in layoffs, the Employer shall provide 45 days' notice to the Guild.

Article 6 –Paid Time Off (PTO) System

Effective January 1, 2015, a Paid Time Off (PTO) system replaced the vacation and sick leave system in effect, and any accrued but unused vacation was converted to PTO.

Section 1. The PTO period shall be from January 1 to December 31.

Section 2. Full-time employees and benefitted employees working 32 hours per week shall begin to earn PTO from their date of hire. Changes in accrual rates shall be effective on an employee's anniversary date in accordance with the PTO schedule. PTO hours are accrued and earned on each pay period based on regularly scheduled work hours, excluding overtime hours.

Section 3. Once earned, PTO shall be available for use.

Section 4. Rates for earning PTO shall be based on years of service. Employees shall begin to earn PTO at a rate of 15 days per year (120 hours) in their first year of employment, up to a cap of 120 hours. Employees hired to work 32 hours per week shall begin to earn PTO at a rate of 96 hours per year, up to a cap of 120 hours.

When an employee reaches one year and one day of service, the employee shall begin to earn PTO at a rate of 20 days (160 hours) per year, up to a cap of 160 hours. Employees hired to work 32 hours per week shall begin to earn PTO at a rate of 128 hours per year, up to a cap of 160 hours.

When an employee reaches five years and one day of service, the employee shall begin to earn PTO at a rate of 25 days (200 hours) per year, up to a cap of 220 hours. Employees hired to work 32 hours per week shall begin to earn PTO at a rate of 160 hours per year, up to a cap of 220 hours.

When an employee reaches ten years and one day of service, the employee shall begin to earn PTO at a rate of 30 days (240 hours) per year, up to a cap of 280 hours. Employees hired to

work 32 hours per week shall begin to earn PTO at a rate of 192 hours per year, up to a cap of 280 hours.

Employees working or recording less than 50 percent of their normal work schedule will not accrue PTO except as otherwise required by paid sick and safe laws. If an employee's PTO balance reaches the accrual cap, future accruals will cease and the employee will not accrue PTO time until the employee's PTO balance falls below the cap.

Section 5. With advance approval of the Publisher, an employee may use PTO before it is earned. PTO shall not be considered earned until the requisite amount of time has been worked.

Section 6. Upon termination of employment, an employee shall be paid for any earned but unused PTO. An employee who has used PTO before it is earned shall have the amount deducted from his or her final paycheck. PTO may not be used to meet the service commitment of an employee's resignation nor can it be used to extend the employee's termination date.

Section 7. PTO requests shall be submitted by employees through the employer's timekeeping system up to twelve months in advance. An employee will be notified if a PTO request is approved or denied within five business days of the submitted request. Every effort shall be made to allow employees to take PTO when requested and when approved. The number of employees of a department or a section thereof to be on PTO at any one time may be subject to reasonable limits by the Employer.

Section 8. An employee whose PTO includes a holiday (or day celebrated as such) shall record it as such on his or her time card, and shall receive holiday pay for that day.

Section 9. Employees shall be notified on each paycheck of the amount of PTO available for use.

Section 10. PTO may be used for scheduled and unscheduled absences upon proper notification of the employee's supervisor. Once an employee gives notice of their resignation, use of PTO must have prior approval from the Publisher and/or Human Resources. PTO cannot be used to satisfy the employee's notice period.

Section 11. **PTO Donation Program:** The purpose of a Paid Time Off (PTO) Donation program is to replace lost pay when an employee or immediate family member suffers a medical emergency and they have exhausted all of their own PTO and/or sick bank. The immediate family includes spouse, child or parent of the employee who has a serious health condition.

A child means a biological, adopted, stepchild, foster or legal ward, or a person standing in loco parentis, who is either under 18 or older and incapable of self-care because of a mental or physical disability, or a serious health condition requiring care.

Serious health condition is defined as an illness, injury impairment, or physical or mental condition involving either inpatient care or continuing treatment by a healthcare provider.

Another situation which employees may be eligible for this program is in the case of a presidentially declared major disaster specifically affecting the employee.

Donated PTO will be centralized and managed by the Human Resources Director.

Eligibility: All full-time and 32 Benefitted employees in good standing, that have exhausted all paid leave including PTO and/or sick bank. Employees receiving other benefits: including worker's compensation and short or long term disability payments are not eligible.

Employees voluntarily donate a portion of their unused PTO hours, not cash, to the "PTO Donation Bank" to be used as outlined. The donated time may not be considered a charitable gift for income tax purposes.

Donations of PTO are always voluntary and once made cannot be rescinded.

Employees who donate PTO will not realize any income from the donation. Donated PTO is treated as taxable wage income for the recipient and paid at their regular rate of pay. Donated PTO may not be used to exceed the recipient's normally scheduled work hours per pay week.

Employees requesting hours from the PTO Donation Program must exhaust all of their own paid leave balances before receiving donated PTO leave. Recipients will also be required to complete and have appropriate approval on the PTO Donation Leave Request Form prior to donations being accepted. It will be up to the Publish/General Manager to notify employees within their division that an employee is in need of donated leave. The request sent to employees asking for PTO donation hours should not contain any medical information, only that the employee is in need of donated PTO hours.

A recipient will be eligible to receive a maximum of four (4) weeks (128 for 32 Benefitted or 160 for full time hours) of donated PTO per rolling twelve month period, based on their regularly scheduled hours of work per week.

An employee will not accrue PTO while receiving donated PTO. Employees must work at least 50% of their regular schedule or be using a combination of their own PTO and/or working in order to accrue PTO.

(See Appendix- PTO Donation Form).

Article 7 – Illness

Effective January 1, 2015, a Paid Time Off (PTO) system, as described in Article 6, replaced the vacation and sick leave system in effect; any banked sick leave for each employee effective January 1, 2015, was frozen at that level but shall continue to be available for use for each employee until the bank is exhausted or until termination.

Section 1. PTO may be used for absences that have not been approved in advance by supervisors, such as illnesses, family emergencies, and other qualifying reasons under Minnesota earned sick and safe time (ESST) law. Employees will be required to notify their supervisor as soon as practicable if they are unable to report to work. The supervisor should be contacted by an employee each additional day if unable to report to work. For reasonable cause, the Employer may require an employee to provide after three or more consecutive days of absence, documentation that the employee is using PTO for purposes qualifying under MN ESST law.

Section 2. Banked sick leave, if any, may be used after three consecutive days of PTO for an employee's personal sick time, provided that the leave qualifies under Family Medical Leave Act (FMLA) requirements. In order for employees to access this banked sick leave, the proper FMLA paperwork must be completed by a physician and given to the human resources manager for approval.

Section 3. An employee's sick bank, if any, will be forfeited upon termination.

Section 4. Upon retirement, the employee shall receive payment for unused sick leave in the bank at the rate of one day of pay for each two days' leave banked, up to a maximum of 15 days. For purposes of this section, retirement shall be defined as 59.5 years of age.

Article 8 - Management Rights

Except as limited by other provisions of this Agreement, the Company shall retain and have the traditional rights to decide and act with respect to the managing of the business and the direction of the working force, including but not limited to, the right to determine the methods of operation, the assignment of work and scheduling of hours, the number of persons to be employed, and the right to discharge or discipline for cause and to make and enforce reasonable department rules. The exercise of such management rights shall be subject to the grievance procedure.

Article 9 - Grievance Procedure

Section 1. A grievance committee comprised of an equal number appointed by the Union and by the Employer, maximum of four from each side, shall consider any matter arising from the application of this Agreement and pertaining to any employee covered by this contract.

Section 2. The committee will meet within 10 days, exclusive of Saturdays, Sundays and

holidays, of filing of written grievance by either party.

Section 3. Mediation. If satisfactory agreement is not reached by the grievance committee within 30 days of the committee reaching a decision that they cannot agree, either the Employer or the Guild may make a written request to participate in a nonbinding mediation of the grievance with the Federal Mediation and Conciliation Service (FMCS). Participation in mediation is voluntary and must be agreed to by both the Employer and the Guild. If both parties agree to participate in a mediation, it shall be conducted and completed before either party submits the grievance to arbitration. If mediation is unsuccessful in resolving the grievance the matter may be referred to a mutually agreeable arbitrator within sixty (60) days after the completion of mediation.

Section 4. Arbitration. If satisfactory agreement is not reached by the grievance committee within 30 days of the committee reaching a decision that they cannot agree, and the parties did not agree to participate in a nonbinding mediation of the grievance with the FMCS, the matter shall be referred to a mutually agreeable arbitrator whose decision shall be binding to both parties. The moving party shall notify the other in writing of this referral to arbitration within 120 days after the aforementioned 30-day period. Lack of this written notice indicates waiver of the grievance.

Section 5. If for any reason an arbitrator cannot be selected by mutual agreement, the arbitrator shall be selected through the facilities and in accordance with the rules of the Federal Mediation and Conciliation Service. The cost of an arbitration shall be borne equally by the parties except that no party shall be obligated to pay for any part of the cost of a stenographic transcript unless said party received a copy of said transcript. Any party refusing to pay an equal share of a transcript cost will not be privy to copy of said transcript.

Section 6. The arbitrator shall have no power to add to, subtract from, alter or in any way vary the express terms of this Agreement.

Section 7. A grievance must be filed in writing within 30 days of the date of the incident that gave rise to the grievance or of the date the union received notice of the incident, whichever is later, but in any case no longer than 90 days of the date of the incident. The parties by mutual consent may extend any of the time limits set forth in this Article 9.

Article 10 - Part-time and Temporary

Section 1. A part-time employee is one who is regularly hired to work fewer than 32 hours a week.

Section 2. A temporary employee is one employed for a special project or specified time, in either case usually for three (3) months or less. However, this period may be extended by mutual agreement between the Employer and the Guild. The Employer shall notify the Guild, in writing,

when a temporary employee is hired, what work that person shall do, and their expected time of service.

Section 3. Employees who consistently work 32 hours or more per week but fewer than 40 hours per week shall receive prorated holiday, vacation, and sick pay (actual hours scheduled), and shall be eligible for the benefits identified in Article 12.

Section 4. Any individual employee who is regularly scheduled to work and does, in fact, consistently work 40 or more hours per week for a period of six consecutive months, shall then have a normal work week of 40 hours per week.

Section 5. With respect to employees who regularly work fewer than 40 hours per week, the number of hours to be worked during any week shall be determined by the Employer. The Employer shall determine the scheduling of such hours.

Section 6. Part-time employees shall receive time and a half for actual hours worked on holidays.

Section 7. Management may not have more than six interns in a calendar year without the advance agreement of the Guild. Interns shall not be used to displace regular full- or part-time employees or replace work normally performed by regular full- or part-time employees. Interns will be paid a minimum of 90 percent of the minimum pay rate for the position they hold, unless they are taking the internship for credit from an accredited college or university and cannot accept pay. Internships shall not exceed three months, except by mutual agreement between the Publisher and the Guild. If an intern subsequently is hired to work for the News Tribune immediately following the internship, the hire date, for purposes of seniority and benefits coverage, shall be backdated to reflect time worked during the internship.

The Employer shall notify the Guild, in writing, when an intern is hired, what work that person shall do, and their expected time of service.

Article 11 - Use of Personal Vehicles

Section 1. Authorized and legitimate expenses reasonably incurred by the employee while engaged in the service of the Employer shall be paid by the Employer.

Section 2. Use of an employee's personal vehicle when required by the Employer as essential to the operation of the newspaper shall be a condition of employment for employees whose work assignments include vehicle travel.

Section 3. **Mileage reimbursement:** Where an employee is regularly required and/or authorized to use his or her personal vehicle in the service of the Employer, reimbursement shall be paid to the employee by the Employer under the same conditions and at the same rate as non-bargaining unit employees of Forum Communications Company or, effective April 1, 2022, at 75

percent of the current IRS mileage rate, whichever is greater.

Section 4. Employees who must drive as part of their work assignment must possess a valid driver's license with the proper class and appropriate endorsements for the vehicles they are operating, along with a driving record that is insurable by the Company. Employees must carry the minimum coverages required by the Company. Additional requirements for insurance coverage may be required for employees who cannot be insured under the Company's insurance policy. Drivers must not drive if their license has been suspended or revoked. Employees are required to report any violations that may impact insurability within five business days to their supervisor or human resources. Random reviews of driver's motor vehicle records may be conducted as required. If an employee's driving record is not insurable, and such employee is required to drive as part of his or her job duties, then such employee may be discharged.

Article 12 - Health and Welfare

Section 1. The Employer shall provide medical, dental, vision, life and long-term disability insurance, pursuant to the options outlined below.

(a) **Medical:** The Employer shall make available health insurance plans, on a premium cost-sharing basis, to eligible employees. The Employer shall be free to select the carriers/administrators. The plans and coverage options shall be the same as those offered to management employees. The Employer shall pay the same percentage of the total premium cost for any coverage option for each employee who has chosen to participate in the plan as it pays for management employees; the employee shall pay all other costs. In no event shall the employee be required to pay more than 30% percent of the total premium cost for employee-only coverage, more than 40% percent of the total premium cost for employee plus dependent, or more than 50% percent of the total premium cost for family coverage.

(b) **Dental:** The Employer shall make available a dental insurance plan to eligible employees. The Employer shall be free to select the carriers/administrators. The plan(s) premium, cost-sharing basis (if any) and coverage options shall be the same as those offered of management employees, which may require employees to pay 100% of the cost.

(c) **Vision:** The Employer shall make available a vision insurance plan to eligible employees. The Employer shall be free to select the carriers/administrators. The plan(s) premium, cost-sharing basis (if any) and coverage options shall be the same as those offered of management employees, which may require employees to pay 100% of the cost.

(d) **Life:**

(1) The Employer shall make available a life insurance plan to full-time employees with at least three months of regular full-time continuous service. The

Employer shall be free to select the carriers/administrators. The plan(s) and coverage options available shall be the same as those offered to management employees. Employees who elect to purchase life insurance shall pay all applicable premium costs.

(2) The Employer will provide life insurance to all eligible employees in the amount of one-times their salary or \$50,000, whichever is greater. The Employee may purchase additional and/or supplemental coverage at his or her option.

(e) **Disability:** The Employer shall make available a short-term and a long-term disability plan to eligible employees. The Employer shall be free to select the carriers/administrators. The plan(s) premium, cost-sharing basis (if any) and coverage options shall be the same as those offered of management employees, which may require employees to pay 100% of the cost.

(f) **Flexible Spending Accounts (FSAs):** The Employer shall make available to all bargaining unit employees flexible spending accounts so they can use pre-tax wages to pay for eligible medical expenses and dependent care expenses.

Section 2. **Eligibility/Other terms**

(a) All full-time employees hired to work 32 or more hours per week or who consistently work 32 or more hours per week during any six-month period shall be considered full-time and, therefore, eligible for the insurance coverages described above.

(b) Insurance coverage shall become effective on the first of the month following 30 days of continuous employment with the Employer, as defined above.

(c) If the Employer provides domestic partner coverage to its management and non-represented employees, such coverage also shall be provided to Guild-represented employees, in accordance with the provisions of Section 1(a) of this Article.

(d) The Guild shall be given advance notice of any change in insurance carriers for the insurance coverage described in this Article

Article 13 - Retirement

Section 1. The Employer shall offer to employees the same 401(k) plan it offers to managers. Eligible members covered by the is agreement shall receive the same match, if any, granted to managers and non-represented employees.

Section 2. The matching 401(k), agreed to on Jan. 3, 2007, replaced the Knight Ridder Single Employer Non-Negotiated (SENN) pension plan that was frozen when Knight Ridder was sold. The agreement creating the matching 401(k) does not affect benefits employees and former employees who are vested in the former Knight Ridder SENN pension plan will receive from

that plan.

Article 14 - Miscellaneous

Section 1. **Outside Activities:** Employees shall be free to engage in any activities outside working hours which do not consist of services performed for publications or communications media in direct competition with the Employer.

Employees may not perform, without prior written consent of the employer, services for publications, radio, television or other media, including on-line publications, which are in direct competition with the Employer.

Direct competition shall be defined to include any media based within the 14-county circulation area of the Duluth News-Tribune. The Employer shall have the right, within reason, to identify other direct competitors.

Editorial employees shall have the responsibility to recognize and not engage in activities that would result in a conflict of interest or that would compromise the integrity of the newspaper.

Editorial employees shall not perform salaried work for political candidates or political organizations, nor shall they serve on any governmental policy-making boards, without the prior written consent of the Employer.

Section 2. Bylines indicating authorship by an employee shall not be attached to any material published if the employee objects in writing thereto. The employee must object to a byline on each specific story where an objection is applicable and cannot make a blanket objection to all bylines.

Section 3. No employee hired as a reporter shall be discharged for incompetency as a photographer; and no employee hired as a photographer shall be discharged for incompetency as a reporter.

Section 4. The Employer agrees not to have or enter into any agreement with any other publisher, binding such other publisher not to offer to give employment to the employees of the Employer, and further agrees that no such agreement shall exist between individual newspapers of the Employer.

Section 5. **Performance Evaluations.** The Company may conduct periodic performance evaluations for all employees covered by this agreement. Evaluations shall be used for developmental purposes and disciplinary action will not be based solely on the review. Employees will have the right to review and respond to their evaluations, and any performance issues identified will be addressed through a collaborative process, allowing for adequate time for improvement. Employees will be given the opportunity to voluntarily provide evaluation of

management employees at the time of the review.

Section 6. Employees shall have a right at any time to discuss with the Human Resources Director the contents of their personnel files and to make copies of any documents contained in these files. They also shall have the right to file responses to any disciplinary material in these files, as long as they also file a copy of the response with the supervisor who originated the disciplinary material. All this shall be done without reprisal or threat of any reprisal to the employee.

Section 7. Multi Media Work- Internal and External

(a) Participation by a journalist in on-air television appearance or radio work shall be voluntary. An employee's refusal to do such work or inability to perform such work shall not be used against him or her in any manner. No employee will be disciplined or discharged for incompetence for on-air appearance work broadcast by a media partner. Employees hired with the explicit understanding that the majority of their work will be multi media related (i.e. on air, script writing, etc) are not covered by this section. The Employer reserves the right to require employee participation in all other multi media work.

(b) Reasonable training will be made available to any employee who performs multimedia work. With prior approval, Employer will pay for any outside education and training costs related to learning skills related to an employee's job duties and responsibilities.

(c) Journalists will not be required to directly share sources or notes with a media partner.

(d) Journalists will be able to review for accuracy any of their material adapted for use on television or radio before it is aired.

(e) Journalists will take their assignments from their supervisors at the Duluth News Tribune.

(f) Photojournalists may be required to carry video cameras after training has been provided. In no event shall still pictures, taken by a multimedia partner, lead to a reduction in the Duluth News Tribune photojournalist force. No employee will be discharged for incompetence for work broadcast by a media partner.

Section 8. **Job posting:** The Employer shall post any job openings on the Employer's electronic careers page at the same time or prior to advertising the opening outside the building. First consideration shall be given to internal employees for all job vacancies for which they are qualified.

Section 9. **Safety and Equipment.** Necessary working equipment shall be provided to an

employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of his or her job. All such equipment shall be safe and well maintained.

(a) The Employer shall equip all entrances within the building with controlled access locking systems compliant with all relevant fire codes.

Section 10. **Mobile phone reimbursement.** An employee who is required to use his or her mobile phone in the service of the Employer shall be reimbursed for such use at the rate of \$55 per month. In addition, the Employer shall reimburse 50 percent of the employee's cost for such a phone purchased after October 1, 2024, up to a maximum of \$450.00 not more than once every three years.

Section 11. **Artificial intelligence (AI).** See Appendix B.

Article 15 - Military Leave

The Employer agrees to abide by all state and federal statutes currently in effect or which becomes law during the term of this agreement with regard to the employment or re-employment of a person serving military obligations, whether such people are serving military obligations on a voluntary or involuntary basis, including obligations arising in the regular or reserve service of the United States or any state, territory or federal district.

Article 16 - Leaves of Absence

Section 1. Leaves of absence for personal or family illness, birth or adoption of a child, school conferences or classroom activities shall be granted in accordance with the Family Medical Leave Act, the Minnesota Parental Leave Act and Duluth News Tribune policy, with the understanding that the policy shall apply from date of hire. The Minnesota Paid Family Medical Leave Act once effective, will prevail over any contradictory Employer policy or language in this Agreement.

Section 2. Minnesota Paid Family Medical Leave (MN PFML). Upon implementation of the Minnesota Paid Family Medical Leave Act, where an employee is eligible for a public leave benefit, such as the MN PFML program, the employee shall not be required to exhaust accrued paid time off before utilizing such public benefit.

An employee who is receiving MN PFML benefits may utilize accrued PTO, at the employee's sole discretion, to supplement the benefit amount up to one hundred percent (100%) of the employee's regular pay.

Section 3. **Parental Leave Policy:** Forum Communications Company will provide paid Parental Leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid Parental

Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 15, 2019.

Eligibility: Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months.
- Have worked at least 1250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be in 32 benefited or full time status as of the first day of leave.

In addition, employees must meet one of the following criteria:

- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

Amount, Time Frame, and Duration of Paid Parental Leave: Employees who meet the eligibility criteria above will receive a maximum of two (2) weeks paid Parental Leave following the birth of a child.

Employees who have a child placed with them for adoption or foster care where the child is under the age of one year are eligible to receive four (4) weeks of Paid Parental Leave following placement.

Employees who have a child placed with them for adoption or foster care where the child is over the age of one year are eligible to receive two (2) weeks of paid Parental Leave following placement.

If an employee has sick bank hours, they must use those hours towards the two or four weeks paid Parental Leave until those hours are exhausted.

Paid Parental Leave must be used in minimum increments of full days, equal to the employee's regularly scheduled hours and is available only after a one week waiting period. Each week of Parental Leave is compensated at the employee's regular straight time weekly or hourly pay. Payments will be made in accordance with FCC's regular pay period.

Approved paid Parental Leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Paid Parental Leave may not be used or extended beyond this six-month time frame.

Employees must take paid Parental Leave in one continuous period of leave and must use all paid Parental Leave during the six-month time frame indicated above. Any unused paid Parental Leave will be forfeited at the end of the six-month time frame.

Coordination with other Policies: Paid leave taken under this policy will run concurrently with

leave under the FMLA and must meet the qualification for leave due to the birth or adoption of a child, or placement of foster child. The leave will count towards the 12 weeks of available FMLA leave per rolling 12 month lookback period.

Employees on an approved Parental Leave will maintain benefits coverage as if the employee continued to work. When required, arrangements will be made for employees to pay their share of insurance premiums.

If a paid holiday occurs while the employee is on a paid Parental Leave, such day will be recorded as a paid holiday, and will be included in the paid Parental Leave allotment.

Once Parental Leave is exhausted, employees may use PTO, if available, or take the remaining time as provided for under FMLA as unpaid leave.

Request for Paid Parental Leave: The employee must provide the Human Resources department with notice of the request for leave at least 30 days prior to the proposed start date, if possible.

The employee must complete the necessary HR forms and provide all medical documentation as required by the HR department to substantiate the request. Upon receiving completed forms, HR will provide notification to the employee of approval/denial of the leave.

As with all policies, the company has the exclusive right to interpret and amend this policy. To the extent that this policy conflicts with any applicable law or collective bargaining agreement, FCC will follow the applicable law or collective bargaining agreement.

Section 4. Leaves for other purposes may be granted as determined by the Employer.

Section 5. No benefits shall accrue during the unpaid portion of any leave period. Unpaid leaves of less than three months shall not constitute a break in the continuity of service. For unpaid leaves of more than three months, employees shall receive full credit for service prior to the date of the commencement of the leave, plus the first three months of their leave.

Section 6. **Pregnancy Disability Leave:** Forum Communications Company will provide up to eight (8) weeks of paid leave to 32 benefitted and full time employees who are medically disabled due to pregnancy. Employees may be asked to provide appropriate verification and documentation in connection with any application for benefits under this pregnancy disability leave policy.

Eligibility: Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months.
- Have worked at least 1250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be in 32 benefitted or full time status as of the first day of leave.

Amount and Time Frame: Eligible employees will receive a maximum of eight (8) weeks

of paid Pregnancy Disability Leave following the birth of a child.

If an employee has sick bank hours they must use those hours as part of the 8 weeks of paid Pregnancy Disability Leave until those hours are exhausted.

Paid Pregnancy Disability Leave must be used in minimum increments of full days, equal to the employee's regularly scheduled hours and is available after a one week waiting period. Each week of Pregnancy Disability Leave is compensated at the employee's regular straight time weekly or hourly pay. Payments will be made in accordance with FCC's regular pay period.

Approved Pregnancy Disability Leave must be taken concurrently with Family Medical Leave Act (FMLA) and/or Short Term Disability and is available only for that period of time during which the employee is medically disabled, whether prior to or immediately following the birth of a child. Any period of paid Pregnancy Disability Leave taken prior to the birth of a child will be paid only when medically necessary and will reduce the available eight-week paid allotment.

Coordination with other Policies: Paid leave taken under this policy will run concurrently with leave under the Family Medical Leave Act (FMLA) and must meet the qualification for leave due to the birth of a child. The leave will count towards the 12 weeks of available FMLA leave per rolling 12 month lookback period.

If the employee is receiving Short Term Disability benefits they may supplement with Pregnancy Disability Leave to make their weekly pay whole. No employee may, however, receive more than 100% of the employee's regular weekly pay under all paid leave policies. In addition, this policy runs concurrently with Short Term Disability and will not extend the amount of paid time off by more than 8 weeks total.

Employees on approved Pregnancy Disability leave will maintain group health insurance coverage as if the employee continued to work. When required, arrangements will be made for employees to pay their share of insurance premiums.

If a holiday occurs while the employee is on paid Pregnancy Disability Leave, such day will be recorded as a holiday. Holiday pay will be substituted for paid Pregnancy Disability Leave for the paid holiday.

Once the Pregnancy Disability Leave is exhausted, employees may use PTO, if available, or take the remaining time as provided for under FMLA as unpaid leave.

Request for Paid Pregnancy Disability Leave: The employee will provide the supervisor and/or the Human Resources department with notice of the request for leave at least 30 days prior to the proposed start date, if possible.

The employee must complete the necessary HR forms and provide all medical

documentation as required by the HR department to substantiate the request.

Article 17 - Equal Opportunity

There shall be no unlawful discrimination during the term of this Agreement on the basis of race, color, religion, age, gender, national origin, sexual orientation, marital status, disability or public assistance status. This includes harassment, sexual harassment and retaliation for pursuing equal employment opportunity.

Article 18 - Complete Agreement

This agreement (together with any letters of agreement executed concurrently herewith) is the complete agreement between the parties and supersedes all prior agreements and practices. It is also acknowledged that during negotiations which resulted in this Agreement the Union and the Company had the full right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that both parties agree, for the life of this agreement, that neither shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Article 19 - Union Security

Section 1. All employees who are members of the Union in good standing 30 days after the effective date of this Agreement, and all employees who become members thereafter during the life of this contract, shall, as a condition of employment, maintain their membership in the Union in good standing during the term of this Agreement, to the extent of payment of dues and initiation fees as provided by law. For purposes of this section, the term "member" shall be meant to include satisfying the financial obligations associated with representation in accordance with the National Labor Relations Act.

Section 2. Not earlier than 30 days prior to the stated termination of this Agreement, nor later than the last day prior to such termination date, an employee may withdraw from the Union by sending a certified letter to the Union stating he or she is withdrawing membership in the Union. Such withdrawal shall become effective as of the last day of the stated term of this Agreement.

Section 3. There shall be no interference or attempt to interfere with the operations of the Guild.

Section 4. Upon an employee's voluntary written assignment, the Publisher shall deduct monthly from the earnings of the employee and pay to the Guild not later than the 10th day of each month an amount equal to Guild membership dues or, alternatively, a reduced representation fee. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates 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.

Section 5. The dues deduction assignment shall be made upon the form specified in the side letter attached to this Agreement.

Article 20 - Death in Immediate Family

In the event of a death in the immediate family (spouse, spousal equivalent, parent/guardian, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild) of an employee, he or she shall be allowed an absence from work of up to three (3) days. For each regularly scheduled workday so absent, exclusive of days off or vacation days, the employee shall receive regular pay to a maximum of three (3) days' pay. The employer may grant an extension of such leave, without pay, if the particular situation warrants additional time away from work due to funeral arrangements.

Article 21 - Jury Duty

All employees who are summoned to a jury panel shall notify their supervisor in advance and will be excused from daytime work in order to report for jury duty in the morning and if required for jury duty in the afternoon, they shall be excused from work in the afternoon. If not selected as a juror, the employee shall return to work without delay, if the employee is selected as a juror, he or she shall call their supervisor as soon as possible and so inform him or her.

When working, the employee shall be paid his or her regular straight-time hourly rate. When absent for shifts or part of shifts because of the requirements of jury duty, employees with at least six months of continuous service for the company shall be compensated at their regular straight-time hourly rate by the Employer. Employees may request up to two (2) weeks paid Jury Duty leave over any one year period. Upon receiving his/her check from court as payment for jury duty, an employee shall endorse it over to the employer promptly, in any case within two (2) business days after receiving it. Depending upon the circumstances, an employee may be asked to modify his/her scheduling during the time that they are asked to serve on a jury depending upon the length of the trial and the nature of the employee's work assignment.

Afternoon and night shift employees who are summoned to a jury panel and who are required to physically report for jury duty shall not be required to report to work. However, should they be excused from jury duty before serving a full day, they shall report to their supervisor for assignment. They shall be required to work the equivalent of a full shift, including time already spent at jury duty.

Article 22 - Reporter's Privilege

The Publisher and the Guild agree that:

(a) When a requirement for disclosure or authentication of information, notes, documents, films or other material or the source thereof is made upon an employee by a federal, state

or municipal court, grand jury, agency, department, commission or legislative body, such employee shall notify the Publisher or, if such requirement is made upon the Publisher, the Publisher shall notify the employee.

(b) Following such notification, Publisher's counsel will be consulted and, if the advice of the Publisher and Publisher's counsel is followed, the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against fines or damages by any final judgment or decision in the action.

Article 23 - Information

Once every three months, the Employer shall supply the Union in writing with the following information for all employees in Guild jurisdiction:

- a) Name and address
- b) Date of employment
- c) Position
- d) Salary

The Employer shall notify the Union in writing within one week of all terminations of employees.

Article 24 - Workers' Comp Injury Pay

The Duluth News Tribune shall follow and adhere to Minnesota Workers' Compensation laws. An employee may supplement Workers Comp Injury pay with banked sick leave, if any, up to the amount of their regular pay. If the employee has no banked sick leave, the employee can elect to supplement Workers Comp Injury Pay with PTO, up to the amount of their regular pay.

During any period of continued absence after 90 days, so long as the individual remains an employee, it will be the employee's responsibility to pay to the Employer his or her portion of all insurance premiums.

Article 25 - No Strike

During the term of this agreement, the union and employees agree that there will be no strikes, sympathy strikes or slowdowns, and the company agrees that there shall be no lockouts.

Article 26 – Savings Clause

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

Article 27 - Duration and Renewal of Contract

This agreement shall commence October 1, 2024 and terminate September 30, 2027. The terms and conditions of this Agreement shall remain in effect so long as negotiations continue or until such negotiations are lawfully terminated or agreement is reached on a new contract. Should either party desire to change the terms of this contract, or terminate the Agreement in its entirety, written notice shall be provided to the other party sixty (60) days prior to September 30, 2027.

**MINNESOTA NEWSPAPER &
COMMUNICATIONS GUILD**

**DULUTH
NEWS TRIBUNE**

In conjunction with the negotiations for a new collective bargaining agreement effective October 1, 2024, between the Duluth News Tribune and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002, it was agreed by the parties that the following letters of agreement are in effect:

1. Article 1- Recognition and Coverage
2. Article 16- Leaves of Absence
3. Article 19- Dues Deduction Form
4. Seniority List for H, H-1 Classifications
5. News Assistants
6. Classification A-1 Advertising Account Executive
7. Advertising graphic artist work transfer
8. Recruitment classified call center work transfer
9. PTO system transition
10. Page designers
11. Community papers transition
12. Superior Telegram transition
13. Duluth Media Group magazines transition
14. Layout Specialist
15. Labor management committee
16. Amendments to telecommuting policy
17. Superior Telegram merger employees

Accepted and agreed upon this 30th day of October 2024

For the Guild:

For the Employer:

Candace Lund
Executive Officer

Neal Ronquist
Publisher

LETTER OF AGREEMENT #1
ARTICLE 1 – RECOGNITION AND COVERAGE

In the negotiations that resulted in the collective bargaining agreement dated July 8, 2011, the Publisher and the Guild agreed that the following positions are considered to be exempt from the bargaining unit described in Article 1:

Administration

Publisher
Employee Relations and Development Director
Employee Relations and Development Manager
Employee Relations and Development Generalist
Employee Relations and Development Assistant
Administrative Assistant to Publisher
Operations Director
Production Manager

Editorial

Editor
Managing Editor
Editorial Page Editor
Assistant Managing Editor - Local News
City Editors
Assistant Managing Editor: News& Presentation
News Editor
Sports Editor
Visuals Editor
Administrative Assistant to the Editor
Multi Media Editor
Features Editor
Assistant Features Editor

Advertising

Advertising Director
Retail Advertising Manager
Sales Development Manager
Classified Advertising Manager
Classified Telephone Room Supervisor
Design Manager
Advertising Administrative Assistant

Information Systems

Director of Technology & Strategy
IS Technology Manager
Publishing Systems & Training Manager

Network System/Analyst
Pre-Press Systems Manager

Circulation

Circulation Director
Area Supervisor
Home Delivery Manager
Operations Supervisor
Customer Service Manager
Circulation & Sales Manager
Circulation Administrative Assistant

Business Office

Director of Finance
Assistant Controller
Senior Staff Accountant Finance Manager
Budget and Credit Manager
Circulation and Cash Accounting Manager
Human Resources/Payroll Coordinator
Advertising Accounting Manager
Accounting Administrative Assistant

Maintenance Building

Building Superintendent/Environmental Manager

Market Development

Market Development Director
Advertising Market Development Manager
Consumer Market Development Manager
Marketing and Special Events Coordinator/Marketing Administrative Assistant
Consumer Retail Sales Manager

The parties also agreed that Kathy Berndt shall receive a personal exemption from the bargaining unit so long as she is employed as a bookkeeper. When she vacates that position, that position shall become a Guild-covered position.

Any employee identified herein who held a formerly excluded position that has been moved into the bargaining unit shall maintain a personal exemption for as long as he or she holds the position; however, any such employee who transfers to a different position covered by the collective bargaining agreement shall become a member of the bargaining unit, and his or her personal exemption shall terminate. No such employee shall be required to maintain a personal exemption; those employees identified as holding personal exemptions may elect to become part of the bargaining unit.

The current Maintenance Foreman, Paul Heckman, has a personal exemption from the Guild.

When he vacates his current position, that position shall become a Guild-covered position.

Mr. Heckman shall not be required to maintain a personal exemption in his current position; he may elect to become part of the bargaining unit. If he transfers to a different position covered by the CBA, he shall become a member of the bargaining unit, and his personal exemption shall terminate.

The parties agree that the combined position of Marketing and Special Events Coordinator/Marketing Secretary is an excluded position. Should the duties of the position expand to require that a second position be created, the parties have agreed that the position of Marketing and Special Events Coordinator shall be considered a bargaining unit position, and the Marketing Secretary shall be an excluded position.

LETTER OF AGREEMENT #2
ARTICLE 16 - LEAVES OF ABSENCE

June 18, 1999

Karen Rylander-Davis
Human Resources Director
Duluth News-Tribune
424 W. First Street
Duluth, MN 55801

Dear Karen:

In the negotiations that resulted in the collective bargaining agreement dated January 1, 1999, the parties discussed union-related leaves of absence and reached the following agreement:

Upon 30 days' advance notice to the Employer, up to two employees shall be granted leaves of absence to attend the annual convention(s) of The Newspaper Guild/CWA; however, such a leave may be denied by the Employer for compelling business reasons. Upon request, the Employer shall make a reasonable effort to accommodate an officer's request for unpaid leave for other union-related duties. Time off for negotiations shall be handled according to the current practice of the parties.

Sincerely,

John Myers
President

**LETTER OF AGREEMENT #3
ARTICLE 19 - DUES DEDUCTION FORM**

June 18, 1999

Karen Rylander-Davis
Human Resources Director
Duluth News-Tribune
424 W. First Street
Duluth, MN 55801

Dear Karen:

In the negotiations that resulted in the collective bargaining agreement dated January 1, 1999, the parties agreed to use the following form for those employees who elect, pursuant to Article 19, to have the Employer deduct dues from their paychecks:

**Assignment and Authorization to
Deduct Guild Membership Dues**

To: Duluth News-Tribune

I hereby assign to the Lake Superior Newspaper Guild, and authorize the employer to deduct monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild dues or, alternatively, Guild representation fees, as certified by the Treasurer of the Guild starting the first week of the month following the date of this assignment. I further authorize and request the employer to remit the amount deducted to the Lake Superior Newspaper Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me. I further agree and direct that this assignment and authorization shall be continued automatically unless written notice of its revocation is given by me to the employer and to the Guild. Such notice of revocation shall become effective the pay period following the calendar week in which the employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supercedes all previous assignments and authorizations heretofore given by me in relation to Guild dues or representation fees.

Employee's signature:

Date:

Sincerely,
John Myers
President

*all references to Lake Superior Newspaper Guild changed to Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, in 2016-2018 CBA

SIDELETTER #4
SENIORITY LIST FOR H, H-1 CLASSIFICATIONS

June 18, 1999

Karen Rylander-Davis
Human Resources Director
Duluth News-Tribune
424 W. First St.
Duluth, MN 55816

Dear Karen,

In the negotiations leading to the collective bargaining agreement dated January 1, 1999, the Guild and the News-Tribune reached the following understanding with regard to the creation of a new classification H-1 in the maintenance department:

For the purpose of determining seniority in the case of a reduction in force, it is agreed that Classifications H and H-1 shall be considered as one list.

Sincerely,

John Myers
President

SIDELETTER #5
NEWS ASSISTANTS

June 18, 1999

Karen Rylander-Davis
Human Resources Director
Duluth News-Tribune
424 W. First St.
Duluth, MN 55816

Dear Karen,

In an effort to provide opportunities for News Assistants to develop new skills, the Lake Superior Newspaper Guild and management agree:

- To allow each News Assistant, if he or she so desires, to write one news story per month.
- To amend this limit for the purpose of increased development opportunities upon discussion and agreement by both parties.
- News Assistants may choose not to participate in such developmental writing

assignments without negative consequences.

- Because we view these assignments as truly developmental and optional in nature, performance in them will not impact a News Assistant's overall performance appraisal.
- To continue to pay an hourly differential to News Assistants for actual hours spent on developmental writing assignments. The hourly differential will be calculated by taking:
 - the average hourly rate for reporters (hourly rates for Steps 1 through 6, divided by 6),
 - the average hourly rate for news assistants (hourly rate for Steps 1 through 6, divided by 6), and
 - determining the difference between the average hourly rates for these two classifications.
- News assistants will keep a separate time card for time spent on a story writing assignment. For these hours they will be paid at an hourly rate which reflects their regular hourly rate plus the differential.

Sincerely,

John Myers, President

LETTER OF AGREEMENT #6

July 23, 2008

Steve McLister, Publisher
Duluth News Tribune
424 W. First St.
Duluth, MN 55816

Dear Steve,

In the negotiations leading to the collective bargaining agreement of April 29, 2008, the Guild and the News Tribune agreed to create a position of Classification A-1 Advertising Account Executive. In addition to the position's base salary, listed in Art. 2 of the CBA, Classification A-1 Advertising Account Executives will receive the following compensation:

Monthly Revenue Incentive

<u>Percent of goal</u>	<u>Minimum incentive</u>
100 to 100.99	\$500
101 to 102.99	\$750
103 to 104.99	\$1,000
105 and above	\$1,500

Quarterly Revenue Incentive

<u>Percent of goal</u>	<u>Minimum incentive</u>
100 to 100.99	\$300
101 to 102.99	\$600

103 to 104.99	\$900
105 and above	\$1,200

Annual Revenue Incentive

<u>Percent of goal</u>	<u>Minimum incentive</u>
100 to 109.99	\$1,000
110 to 119.99	\$2,000
120 to 124.99	\$3,000
125 and above	\$5,000

Compensation Plan Guidelines

1. The revenue goal for each sales representative will be determined by last year’s actual performance, this year’s budget, and prevailing market conditions.
2. Revenue, will be considered the amount billed at the end of each month, reconciled by the Business Office.
3. Commissions will be paid monthly on the first paycheck of the following month in which the commission was earned.
4. Management reserves the right to change, assign, reassign accounts/territories among the advertising sales staff members and the right to modify individual quarterly and annual revenue incentives.
5. Adjustments resulting in revenue loss will be deducted from total sales in the event of a rep controlled error due to scheduling, errors or make-goods.
6. Credits due to bad debt will be charged back in the month deemed uncollectable.
7. Quarterly incentives will be pro-rated on hires starting after the beginning of a quarter. An employee hired after July 1 will not be eligible for an annual bonus.
8. The fiscal year is October through September. The quarters are defined as October-December, January-March, April-June, July-September.
9. In the event of voluntary resignation or termination only the commission earned during the current month will be paid. Commissions on ads scheduled into the future will not be paid.

Sincerely,

Peter Passi, President

LETTER OF AGREEMENT #7

July 8, 2011

Peter Passi, President
 Lake Superior Newspaper Guild
 P.O. Box 441
 Duluth, MN 55801-0441

Dear Mr. Passi,

In the negotiations that led to the collective bargaining agreement of July 8, 2011, the Guild and

the News Tribune (“Company”) agreed as follows with respect to the transfer of advertising graphic artist work from Duluth:

1. No involuntary layoffs will occur prior to September 1, 2011.
2. The Company will seek volunteers for layoffs prior to making layoffs on a seniority basis.
3. The Company will make layoffs after the first day of the month and during the first week of the month, rather than at then the end of the prior month.
4. Graphic artists laid off will receive:
 - a. Full contractual severance;
 - b. The opportunity to apply for any job within the Forum Communications Company network for which they are qualified or could be retrained; and
 - c. A letter of recommendation for prospective employers.
5. The Company will also coordinate with non-employer funded outplacement assistance, including the reasonable use of this facilities for that purpose.
6. The Company will not challenge the unemployment claim of any graphic artist who is laid off.
7. The Guild will not challenge, through grievance or other means, the transfer of advertising graphic artist work from Duluth.

Sincerely

Ken Browall, Publisher

LETTER OF AGREEMENT #8

July 8, 2011

Peter Passi, President
Lake Superior Newspaper Guild
P.O. Box 441
Duluth, MN 55801-0441

Dear Mr. Passi,

In the negotiations that led to the collective bargaining agreement of July 8, 2011, the Guild and the News Tribune (“Company”) agreed as follows with respect to the transfer of recruitment classified call center work from Duluth:

1. The Guild will not challenge, through grievance or other means, the transfer of recruitment classified call center work from Duluth.
2. The parties anticipate that no layoffs will occur as a result of this transfer based on projected attrition through retirement.

Sincerely

Ken Browall, Publisher

LETTER OF AGREEMENT #9

June 19, 2014

Peter Passi, President
Lake Superior Newspaper Guild
PO Box 441
Duluth, MN 55801-0441

Dear Mr. Passi

In negotiations leading to the Agreement dated January 1, 2014, the Guild agreed to transition to a new PTO system that would replace the existing vacation and sick leave benefits. As an inducement to make that Agreement, the Employer agreed to allow employees to retain all banked sick leave effective January 1, 2015, the date of the transition to the new system; further, the Employer agreed that any remaining banked sick leave for each employee shall survive each successor contract and shall not be subject to further negotiation or reduction. Effective January 1, 2015, the amount of banked sick leave shall be recorded on each employee's pay stub, and a complete list showing the correct amount of each employee's sick leave shall be provided to the Guild and incorporated into this Agreement.

Sincerely

Ken Browall, Publisher

LETTER OF AGREEMENT #10

December 6, 2016

This letter shall constitute the agreement between the parties regarding the transfer of work and positions from the Duluth News Tribune to Forum Communications Company. These employees will remain members of the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002. Their job titles and job description may change from Copy Editor to Page Designer, reporting to Forum Communications Company, Fargo, ND (FCC). The job title Page Designer will be added to the list of newsroom titles in Classification A in the Collective Bargaining Agreement Article 2-Classification and Wages.

As part of this restructuring, Page Designers will be part of FCC's Page Design Hub, responsible for the design of newspapers with Forum Communications Company which may include the Duluth News Tribune, and any related tasks associated with FCC papers.

The following employees are affected by this change:
Hanson, Linda
Bergstrom, Adelie
Morford, Katie

Nevanen, David
Veale, Brandon
Beamish, Mary
Ruble, David

The Guild will not challenge, through grievance or other means, the transfer of these positions to Forum Communications Company.

The parties anticipate that no layoff will occur as a result of this transfer.

For the Company:
Neal Ronquist, Publisher

For the Guild:
Peter Passi, Guild bargaining chair
Candace Lund, Guild Executive Officer

LETTER OF AGREEMENT #11

October 10, 2017

This letter shall constitute the agreement between the parties regarding the merger of the Duluth News Tribune Community Newspapers into the Duluth News Tribune a division of Forum Communications Company as one entity. Employees/positions affected by this merger that are full-time and regular part-time employees employed by the Employer in its editorial and advertising departments, excluding managerial, supervisory or confidential employees as defined in the act, will become members of the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, as the sole and exclusive bargaining agent, effective October 1, 2017.

The parties have agreed that all employment service with the Duluth News Tribune/Forum Communications Company, as indicated by the hire dates below, shall be used in the computation of any service based benefits as outline in the Collective Bargaining Agreement..

The following employees with dates of employment, and job title will be affected by this change:

Melinda Levine	Reporter	8-9-06
Jamie Lund	Reporter	3-16-15
Jana Peterson	Reporter	10-30-06
James Malcomb	Reporter	10-1-13
Adelle Whitefoot	Reporter	9-2-14
Theresa Cadeau	Reporter	10-8-13
Scott Blatchford	Sales Rep	11-1-95
Barb Into	Sales Rep	8-20-07
James Erickson	Cust Ser Rep	4-7-14

For the Company:
Kate Freimanis, Human Resource Director

For TNG-CWA Local 37002:
Candace Lund, Executive Director

LETTER OF AGREEMENT #12

July 1, 2018

This letter shall constitute the agreement between the parties regarding the additional non-union employees from the Superior Telegram into the Duluth News Tribune a division of Forum Communications Company. Employees that are being transitioned into the Guild are regular full-time employees that have been employed by the Superior Telegram a division of Forum Communications Company.

The parties have agreed that the following employees service with the Superior Telegram a division of Forum Communications Company, as indicated by employee’s hire dates below, shall be used in the computation of any service based benefits as outline in the Collective Bargaining Agreement between the Duluth News Tribune and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002.

The following employees have accepted a position with the Duluth News Tribune and will therefore become members of the TNG-CWA Local 37002. They will have the following dates of employment, and job title affected by this change:

Julie Schultz	Ad Coordinator	8-2-98
Stephanie Pearson	Ad Coordinator	11-2-05
Shelley Nelson	Reporter	6-23-97
Ken Olson	Sports Reporter	7-17-79

The above employees will become members of the Duluth News Tribune and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, effective July 1, 2018.

For the Company:
Kate Freimanis, Human Resources Director

For the TNG-CWA Local 37002
Candace Lund, Executive Director

LETTER OF AGREEMENT #13

October 17, 2018

This letter shall constitute the agreement between the parties regarding the merger of the Duluth Media Group’s magazines, including The Woman Today, Moms & Dads Today and Duluth.com

into the Duluth News Tribune a division of Forum Communications Company as an entity. Employees/positions affected by this merger that are full-time and regular part-time employees employed by the Employer in its advertising department, excluding managerial, supervisory or confidential employees as defined in the act, will become members of the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, as the sole and exclusive bargaining agent, effective October 15, 2018.

The parties have agreed that all employment service with the magazines/Forum Communications Company, as indicated by the hire dates below, shall be used in the computation of any service based benefits as outline in the Collective Bargaining Agreement..

The following employees with dates of employment, and job title will be affected by this change:

Alexandra Comnick	Sales Rep	4-15-2014
Michelle Truax	Web Producer	3-6-2017

For the Company:
 Deb Williams, Human Resources Coordinator

For the TNG-CWA Local 37002
 Candace Lund, Executive Director

LETTER OF AGREEMENT #14

November 19, 2018

This letter shall constitute the agreement between the parties regarding the transfer of work and position from Forum Communications Printing to Forum Communications Company. The employee will remain a member of the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002. The job title and job description will change from Pre-Press Technician to Layout Specialist, reporting to Forum Communications Company, Fargo, ND (FCC). The job title Layout Specialist will be added to the list of pre-press titles in Classification D in the Collective Bargaining Agreement Article 2-Classification and Wages.

As part of this restructuring, Layout Specialists will be part of FCC’s Layout Team, responsible for the layout of newspapers with Forum Communications Company, which may include the Duluth News Tribune, and any related tasks associated with other FCC papers.

The following employee is affected by this change:
 Frederick, Julie

The Guild will not challenge, through grievance or other means, the transfer of these positions to Forum Communications Company.

The parties anticipate that no layoff will occur as a result of this transfer.

For the Company:
Neal Ronquist, Publisher

For the Guild:
Peter Passi, Guild bargaining chair
Candace Lund, Guild Executive Officer

LETTER OF AGREEMENT #15

During the term of the current Agreement, a joint meeting of management and Guild representatives shall be held once every two months during the first six months after signing, and quarterly thereafter, to discuss concerns regarding workforce issues, changing business practices and technology, training and development needs, and other topics as mutually agreed upon. These meetings will be held with the intention of identifying issues and potential solutions. In order to constructively address these issues, the number of participants will be limited to three from management and three from the Guild.

For the Company:
Neal Ronquist, Publisher

For the Guild:
Tom Olsen, Guild unit chair
Candace Lund, Guild Executive Officer

LETTER OF AGREEMENT #16

June 21, 2019

Amendments to Forum Communications Telecommuting Policy for DNT employees within the MN Newspaper & Communications Guild, TNG-CWA Local 37002 bargaining unit

1. No employee will be required to telecommute.
2. The company will provide designated workstations for employees who do not telecommute, and/or who do not telecommute daily. The company will also provide some travel workstations for employees who telecommute for times when they cannot or choose not to work from home or are required to work from the main office.
3. Telecommuting employees will not be liable for any issues caused by internet security failures while using company provided equipment, as long as the use is reasonable and within their job duties.
4. If requested by the employee or the company, regular face to face check in meetings will be pre-scheduled to discuss overall work plans and performance
5. If an employee is not meeting performance expectations while telecommuting, the employee will be given an opportunity to correct the behavior before being reassigned to a physical DNT/FCC location, and notice prior to such a change going into effect. The decision to modify or terminate a telecommuting arrangement will not, in and of itself, be considered disciplinary action.
6. Except in cases of unforeseen business needs, telecommuting employees will be given at least 48 hours' notice of any required meetings in the FCC office.

7. An employee will not be docked pay if any technological or logistical failure prevents the employee from working. As long as the employee takes reasonable steps to notify the employer.
8. The employer will continue to provide office supplies (paper, pens, paper clips, staples, stationery, business cards, etc.) and/or reimburse employees for expenses related to the performance of their assigned work. Employees must receive prior approval from his/her supervisor before purchasing any work related items in order to be considered for reimbursement.
9. There will be no expectation that a telecommuting employee responds to work related communications outside of the employee's clocked in worktime. Except that telecommuters may be held to the same general expectations regarding availability after work as non-telecommuters.
10. Company will provide a monthly stipend of \$75.00 to each telecommuting employee to cover additional costs related to internet service.
11. If a site visit of the telecommuting space is necessary, the Company will give at least 48 hours' notice and schedule it during pre-scheduled working hours with the employee.
12. When practicable, the Company will give at least 3 weeks' notice before discontinuing an approved telecommuting agreement with an employee.
13. Mileage will be paid from the actual starting location whether it is the telecommuting site or FCC. No mileage will be paid for travel between the telecommuting site and the FCC.
14. FCC has the right to determine what classifications, and employees, are eligible to use this policy.

For the Company:

Neal Ronquist, Publisher

For the Guild:

Candace Lund, Executive Officer

**FORUM COMMUNICATIONS COMPANY
TELECOMMUTING POLICY
OCTOBER 2017, Revised June 2018/March 2019
MN Guild represented employees June 2019**

Telecommuting is a viable work arrangement allowing employees to work from home for part or all of their work day. Telecommuting may be based on business needs, limited office space, or as an alternative that may be appropriate for some employees and some jobs. It will be determined on a case by case basis, focusing first on the business needs of the company. Telecommuting does not change the terms and conditions of employment with Forum Communications Company.

Procedure:

- In order to be considered for telecommuting your request must be approved in advance by your manager, department head and director of human resources.
- Employee must be in good standing with the company with no disciplinary actions.
- Employee must demonstrate self-motivation, independence and work performance that is considered suitable to work with little supervision.

Wage and Hours:

- Employees will be classified as exempt or nonexempt in accordance with the Fair Labor Standards Act and based on the job description.
- Wages are based on hours worked. The normal workday may consist of an eight or ten hour shift with a minimum and mandatory 30 minutes for lunch. For non-exempt employees this lunch time must be recorded in timekeeper.
- Non-exempt employees must continue to record all hours worked daily in the timekeeper system.
- Non-exempt employees will not work overtime unless pre-approved by the supervisor.
- Travel time between an employee's home and the main office, as defined by FCC, is not compensable.
- Exempt employees will not be paid overtime.

Mileage Reimbursement:

- If an employee works from their home and does not have a designated individual office/work space at an FCC location and they spend less than 50 percent of their work day at an FCC location, mileage will be calculated from the employee's home office for any assignments/visits.
- If an employee has a designated individual office/work space at an FCC location and only works occasionally from their home, any mileage reimbursement will be calculated from the employee's FCC office.

Accountability:

- The employee must provide the FCC with the exact physical location of the workplace and the telephone number that will be used by the employee during normal working hours.
- The employee and manager will discuss the job responsibilities and determine if the job is appropriate for telecommuting prior to approval.
- The employee agrees to establish work practices that make telecommuting transparent. While clocked in, employees must be available to managers at intervals specified by their supervisor through email instant messaging, hangout video, telephone and any other means of normal communication.

Work Environment:

- The employee agrees to set up a dedicated home office area that is safe for the employee and others entering and agrees to a safety inspection with advance notice if deemed necessary by FCC or a representative.
- Workers Compensation liability for illness and job related injuries and eligibility for Accidental Disability Benefits continues during the approved telecommuting work schedule and in the employee's home work area. Accidents must be reported immediately to the employee's supervisor.
- FCC is not responsible for injuries to family members, or non-work related visitors in the employee's home.
- FCC will not be responsible for costs associated with any setup of the employee's home office such as remodeling, furniture, repairs or modifications to the home.
- The company will determine the appropriate equipment needs (such as a hardware, software, phones, office supplies, etc.) for each telecommuting employee on a case by case basis. Equipment supplied by FCC will be maintained by FCC and is to be used for business purposes only and all company policies will apply.
- FCC will be responsible for IT needs associated with the company's equipment.
- Any equipment supplied by FCC must be returned to the company upon termination of employment.
- Employees have the option to utilize their company issued voice over internet phone device in their remote work locations.

Confidentiality:

While working from home employees will remain subject to all confidentiality clauses within the employee handbook.

General:

- Telecommuting is not intended to be a substitute for dependent care, elder care, or any other type of daily responsibility that takes you away from your normal work schedule. Personal distractions must be kept to a minimum.

- Telecommuting will be reviewed periodically the manager, department head and human resources director to determine if it's feasible and beneficial to both the company and the employee.
- Forum Communications Company and/or employees may at its/their discretion discontinue telecommuting at anytime. Telecommuting employees will be given a reasonable notice before such discontinuation or any other change in permanent work location is required by management.
- Employees returning to work at a DNT/FCC location will have five business days from the time of their return to work to return any DNT/FCC owned equipment that was used for telecommuting purposes.
- Employees approved for telecommuting must adhere to all FCC rules, regulations and policies. Failure to adhere may lead to disciplinary action up to and including termination.

Employee_____

Date _____

Manager_____

Date _____

Human Resources
Director_____

HOME OFFICE RELEASE

THIS RELEASE is made and entered into effective _____, by

(Print Name) ("Employee"), Location _____
(Date)

- A. Employee is employed by Forum Communications Company (FCC).
- B. In connection with such employment, FCC from time to time may provide Employee with equipment (the "Equipment") that allows the Employee to work from the Employee's home.

In consideration of FCC supplying Employee with the Equipment to allow Employee to work from home, the Employee agrees as follows:

- 1. Employee shall not allow any other person to use the Equipment for any purpose.
- 2. The employee hereby releases, waives and discharges FCC, as well as its directors, agents, officers, employees and insurers, from all liability, claims, demands, losses, or damages for property damage caused or alleged to be caused in whole or in part by the Equipment including, but not limited to, employee's use or operation of the Equipment.
- 3. Employee hereby waives all rights of recovery and causes of action against FCC for damage to property caused or alleged to be caused by the Equipment. Employee shall procure from Employee's insurers under all policies of property and liability insurance now or hereafter carried by Employee, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Employee against FCC as required by this section.

- C. Upon request from FCC the Employee shall surrender all equipment provided from FCC for the Employee to work from home.

Employee _____

Address _____

Phone Number _____

List of equipment provided and estimated value.

Publisher/General Manager (date) _____

Human Resources Director (date) _____

LETTER OF AGREEMENT #17

August 19, 2022

This letter shall constitute the agreement between the Duluth News Tribune, a division of Forum Communications Company and the Minnesota Newspaper & Communications Guild, TNG-CWA 37002, regarding the transfer of the Superior Telegram union bargaining unit into the MN Guild bargaining unit.

Two employees will be transferred into the MN Guild bargaining unit as a result of this merger of the Superior Telegram union bargaining unit into the MN Guild bargaining unit: Maria Lockwood and Mary Cairns.

The parties agree that the two current employees impacted by this letter will have their hire dates with the Superior Telegram used in the computation of any service-based benefits, and seniority related matters, as outlined in the CBA between the Duluth News Tribune and the MN Guild. Mary Cairns hire date: 8/22/1979. Maria Lockwood hire date: 6/25/1999.

The current CBA will apply to the wages, benefits and working conditions of the two employees with the exceptions listed below. For the life of their employment in a MN Guild-represented position at Forum Communications Company, Maria Lockwood and Mary Cairns will retain the rights and benefits from their previous contract between the Superior Telegram Company and the Duluth Mailers Union 62/CWA Local 14733 as follows:

1. The Company has the sole and exclusive right to transfer, assign or subcontract all or any part of its business operations provided such subcontracting will not directly result in the layoff of Maria Lockwood or Mary Cairns.
2. Jurisdiction shall be interpreted to allow current page designer, Mary Cairns, to work on both union and non-union work with all publications of the Duluth Media Group, and Forum Communications Company, including work on the Superior Telegram, and shall concurrently allow current and future page designers of the Duluth Media Group, and Forum Communications Company, not covered by this agreement to work on both union and non-union work, including work on the Superior Telegram, which might otherwise be covered by this agreement. Provided, however, these changes shall not result in the layoff and/or decrease in hours of Mary Cairns.

For the Company:
Neal Ronquist, Publisher

For the Guild:
Candace Lund, Executive Officer

**APPENDIX A:
PTO DONATION PROGRAM FORM**

How to donate

Employees will be able to voluntarily donate their unused and accrued Paid Time Off (PTO) in increments of four (4) hour minimums. Employees that donate must maintain a minimum balance of 80 hours in their PTO account after donating.

If you want to donate your PTO hours complete the following information.

Name and employee# _____

Division/Department/Location _____

Number of hours from my PTO Bank I am donating (minimum 4 hours) _____

Employee's name and location you are donating hour's to _____

APPROVAL and DATE

Supervisor _____

Publisher/General Manager _____

Human Resource Director _____

Date transaction is completed _____

By submitting this form I acknowledge I fully understand the PTO Donation Program and its effects on my own PTO hours.

Employee Signature & Date _____

APPENDIX B:
AI – Best Practices for Forum Communications Company Newsrooms (8/29/23)

STRATEGIC OVERVIEW:

FCC newsrooms will take a cautious but optimistic approach in leveraging artificial intelligence for content and news gathering, focusing on the ways this technology allows us to build capacity among journalists and expand our audience reach. While AI is fairly new to us, all of the ethical and editorial influences that are at play with traditional news content apply with AI as well, just in a different capacity. We need not be afraid of AI, but we do need to be informed and strategic.

AI can serve us in the following ways:

- Allowing journalists to focus on more complex and people-focused reporting
- Enable journalists to sift through a lot of data, text, images and videos in an efficient way
- Help journalists reach and engage with new audiences
- Empower the creation of entirely new types of journalism and content types
- Innovation

How we will NOT use AI:

- We will not use AI to replace our original local journalistic reporting and writing. Our readers expect that to be done by humans.
- Reporters/ editors are not allowed to use AI-generated content in their stories, unless it's somehow relevant to make a point in a story and labeled/ noted accordingly. Turning in a full body of work (an entire article, a photograph, etc.) generated through AI but claimed as original will be considered grounds for disciplinary action, including possible termination. We *will*, however, experiment with using AI to generate content elements within articles, such as lead text summaries, headlines and audio. The key is transparency.

ADDITIONAL GUIDING PRINCIPLES:

We will follow these data and AI ethics principles, which mirror those of other top reputable media organizations including our primary wire service provider, Thomson Reuters, an internationally recognized news leader.

- Forum Communications use of data and AI in newsrooms are supported by our public trust initiatives; all published content, no matter how it is generated, must adhere to the Society of Professional Journalists standards.
- Forum Communications will work with or partner with content organizations that share similar ethical approaches regarding the use of data, content, and AI.

- Forum Communications will prioritize security and privacy in our use of data and throughout the design, development and deployment of our data and AI products and services.
- Forum Communications will strive to maintain meaningful human involvement, and design, develop and deploy AI products and services and use data in a manner that's fair and socially responsible.
- Forum Communications will maintain appropriate accountability measures for our use of data and our AI products and services.

USE CASES FOR NEWSROOMS:

Artificial intelligence may be used in various steps of the content production process:

- **Reporting** - leveraging AI to help a journalist sift through and analyze data in a way that may not be possible otherwise, especially with current-day resources.
- **Story production** - Assembling a story, using specific data inputs.
- **Story distribution** - Using AI to present content online in a way that favors the reader experience/ personalization.
- *Additionally, AI may be used for purposes of marketing and promotional copy; customer service/ chats, comment moderation and other tbd applications.*

HOW WE IDENTIFY AI:

- All AI content must be labeled and identified as such in the byline field within Brightspot. It is important that we are transparent about what content is created by AI vs. by our journalists.
- When used in conjunction with journalist reporting, AI content should be sourced.