

Signature Copy

AGREEMENT

between

STAR TRIBUNE COMPANY

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #26, CTW, CLUC

Effective January 15, 2018 to and including, January 14, 2021

This Agreement is made and entered into this 15th day of 2018, by and between the Star Tribune, hereinafter called the Publisher or Company, and the Service Employees International Union, Local #26, hereinafter called the Union, through officers duly authorized to act in its behalf.

Preamble:

Whereas, the Building Services employees of the Publisher have elected to bargain collectively with the Publisher, and for said purpose a majority of same have affiliated themselves as members of the Union and have chosen the Union to bargain collectively in their behalf, for wages, hours and working conditions; now, thereafter, for the purpose of carrying out the intentions of the parties it is mutually agreed as follows:

The jurisdiction of the Union shall include work in the Publisher's 800 First Street North, Minneapolis, Minnesota, as assigned by the Publisher in its sole discretion and based on efficiency, availability of manpower, job skill and otherwise as determined by the Publisher. The Publisher shall have the right to assign work to such employees and to establish and assign schedules and days off for individual employees. If Star Tribune should build a new office tower or building that is owned, managed, and occupied by the Publisher, the Union will have jurisdiction over cleaning only that office space actually occupied by the Publisher for its own business operations.

Should the Publisher move its operations to a building or tower owned and/or managed by a different legal entity, such as when the Minneapolis Star and Tribune Company leased space in the IDS Tower, cleaning services will be provided by the lessor as the lessor deems appropriate.

The Publisher retains the right to assign that work previously performed as provided above or any other work in the Publisher's plant to other employees of the Publisher.

A full-time employee is any employee who works more than thirty (30) hours per week on a regular basis. Any other employee shall be considered a part-time employee. A part-time employee who has worked more than than thirty (30) hours per week in a six (6)

month period shall be classified as a full-time employee.

Reference in this Agreement to the masculine and feminine genders are used interchangeably and apply equally to both genders. All Attachments to this CBA are made a part of the CBA.

COVERAGE OF CONTRACT

ARTICLE 1. The Publisher recognizes and shall abide by the principles of collective bargaining relating to wages, hours of labor and working conditions, and further recognizes the Union as the sole and exclusive collective bargaining agent for all employees classified herein.

NON-DISCRIMINATION CLAUSE

ARTICLE 2. The parties agree to prohibit discrimination in all phases of employment on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, age, marital status, or other characteristic protected by applicable federal, state, or local law.

RIGHTS OF EMPLOYEES AND EMPLOYER

ARTICLE 3. The Publisher shall not enter into any agreement with employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, except by agreement with the Union, nor shall the Publisher discriminate against an employee because of membership in the Union. In consideration of the recognition herein granted, it is further agreed that during the life of this Agreement there shall be no strikes or stoppages of work so long as the terms and provisions of this Agreement are adhered to by the Publisher. Neither the Publisher nor the Union, their agents, officers or representatives shall instigate any attempt to breach this Agreement, nor shall the Publisher at any time instigate a lockout against employees. The Publisher may require any employee to cross a picket line at 800 1st Street North.

UNION SHOP PROVISION/DUES

ARTICLE 4.

- A. All present employees shall, as a condition of continued employment, maintain a membership in the Union during the life of this Agreement. All new employees shall, as a condition of continued employment, join the Union within thirty (30) days from the date of employment or the date of this Agreement, whichever is later, and shall maintain a membership in the Union during the life of this Agreement.

Upon an employee's voluntary written assignment, the Publisher shall deduct per payroll period from the payroll earnings and pay to the Union not later than two weeks following that pay period an amount equal to union dues and assessments.

The Union shall provide the Publisher the information necessary to effectuate such deduction and payment. The Publisher shall provide the Union with a monthly dues report. Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving notice to both the Publisher and the Union during the period not less than thirty (30) and not more than forty five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Publisher and the Union, whichever occurs sooner. The Publisher will honor employee checkoff authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the union. The Union agrees to indemnify and save harmless the Publisher from any and all liabilities it may suffer as a result of agreeing to be bound by or administering this Article 4 including court costs and reasonable attorney's fees.

WORK WEEK/ OVERTIME

ARTICLE 5. A week's work shall consist of up to thirty-five (35) hours, or five (5) shifts of not more than seven (7) hours each, either day or night. Regular work schedules with established starting times and days off shall be maintained and shall be changed only on reasonable notice.

Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate to all employees covered by this Agreement for all hours actually worked in any week in excess of forty (40) hours, or for any sixth shift in a week when the employee has actually worked 5 shifts.

When an employee is required to work overtime, he shall be notified eight (8) or more hours in advance whenever possible.

Overtime shall be distributed among the employees qualified to do the overtime work as assigned by the Publisher. Qualifications being equal, in the sole judgment of the Publisher, overtime work shall be assigned by seniority.

TRANSFERS

ARTICLE 6. In the event of a shortage of manpower in the Building Service Department, the Publisher shall have the right to transfer employees from other departments to work in the Building Services Department as it deems appropriate.

In the event of a shortage of work for Building Service Department employees, the Publisher may transfer affected employees to work in other departments.

The pay for such work assignment shall be at the transferred employee's current rate of pay or the rate of the job to which transferred, whichever is higher.

PHYSICAL EXAMINATIONS

ARTICLE 7. The Publisher may require a certificate of physical fitness from job applicants, the examination to be provided by the Publisher without cost to the applicant.

In case there is a question as to the employee's ability to carry on or do the work, the Publisher shall have the right to require a physical examination, and if said employee is found to be physically unfit to perform his or her duties, the employment relationship may be terminated. The Union shall be notified prior to the termination of any employee pursuant to the implementation of this Article.

PROBATION

ARTICLE 8. Any employee hired after the signing date of this Agreement shall not be considered a regular employee of the Publisher until after a probationary period of forty-five shifts. During the probationary period, the employee will be represented by the Union, but will not be covered by any of the terms and conditions of this Agreement and may be discharged with or without cause and without recourse to the grievance procedure of this Agreement.

SHORT-TERM DISABILITY

ARTICLE 9. Any employee covered by this Agreement who has at least 1645 service hours during the year immediately preceding any disability shall be eligible for short-term disability benefits in the amounts and under the conditions stated hereinafter. No benefits shall be paid for the first seven (7) calendar days of any period of disability. For any disability beginning after the date this contract is signed, an eligible employee who has been totally disabled continuously for more than seven (7) calendar days shall receive disability pay in the amount of two-thirds his straight time pay for each consecutive full work shift missed due to the disability, subject to a maximum disability period in any one service year of:

- (a) Forty-five (45) calendar days from the first day of disability for an employee who has had continuous service for more than one (1) year but less than three (3) years immediately preceding any period of disability.
- (b) Ninety (90) calendar days from the first day of disability for an employee who has had continuous service for more than three (3) years immediately preceding any period of disability.

Benefits provided herein shall be subject to deductions required by law and shall be less any disability benefits which may be provided for employees through state or federal legislation. No benefits shall be paid to an employee for any injury or disease for which the employee is entitled to benefits under the Workers' Compensation laws.

Benefits provided herein will be paid to an employee for a disability or successive disabilities due to a chronic and recurring ailment up to a total of 90 days.

No benefits provided herein shall be paid unless the employee gives notice to the Publisher when such disability begins. If the disability continues for more than seven (7) days, the employee must request disability benefits according to the established policy of the Publisher and provide full and complete information as required. The benefits herein are conditioned upon the approval of a third party administrator. The third party administrator determines whether a disability qualifies for payment under this benefit.

All benefits provided herein shall be canceled and cease upon the death, resignation, discharge, or termination of services of an employee for any reason whatsoever.

SUBROGATION CLAUSE

ARTICLE 10. In the event any employee's disability for which benefits are payable under Article 9 is caused under circumstances creating a legal liability for damages on the part of anyone other than the Publisher, then the Publisher (in addition to any right of subrogation it may have by law) shall be entitled to receive from such other person up to the amount which the employee is entitled to receive as benefits under such section.

PAID TIME OFF(PTO)/HOLIDAYS

ARTICLE 11. The PTO policy is set forth in Attachment B to this CBA.

BEREAVEMENT

ARTICLE 12.

A regular benefits- eligible employee may receive up to a maximum of three (3) days paid bereavement leave when a death occurs in an employee's immediate family, so the employee can attend the funeral and coordinate related matters if occurring on days that the employee is otherwise scheduled to work. "Immediate family" shall mean the employee's spouse, same sex domestic partner, child or step-child, parent, step-parent, father-in-law, mother-in-law, sibling or step-sibling, grandparent or grandchild. Bereavement leave is paid at the employee's regular straight time rate of pay. This is in addition to any PTO allotted days

LEAVE OF ABSENCE

ARTICLE 13. An employee shall be granted a leave of absence without pay for sickness or recuperation therefrom, and with the consent of the Publisher may be granted a leave of absence without pay for an extended vacation or other justifiable reason. Upon the request of the employee, a written memorandum of such leave of absence shall be given him by the Publisher and a copy furnished to the Union. Such leaves of absence may be granted for a period of not more than three (3) months, except in case of sickness or recuperation therefrom when a longer leave of absence may be

granted.

Upon adequate notice leaves of absence without pay shall be granted, not to exceed one (1) year unless otherwise negotiated, for an employee to fulfill his duties if elected or appointed to serve Service Employees International Union, Local #26. A leave of absence shall not be considered as an interruption of an employee's record of continuous service with the Publisher, but the period of time on leave shall not be construed as service time in the determination of an employee's credits for pension vesting, PTO, profit sharing and other benefits based on actual time worked except for the period of time that the employee is on an approved FMLA leave.

FURNISHING OF UNIFORMS/ REIMBURSEMENT FOR SAFETY SHOES

ARTICLE 14. If an employee is required to wear a uniform, the Publisher shall furnish same and pay for laundering.

The Publisher will provide up to a \$75 per year shoe reimbursement for any employees required to wear specific footwear. This is not limited to employees working only at the Heritage facility. It is limited to employees who work with heavy equipment or are required to wear safety shoes. The reimbursement must apply to the purchase of safety shoes.

WAGE SCALES

ARTICLE 15.

There shall be a regular payday once every two weeks. When the regular payday falls on a holiday, the day preceeding each holiday shall be the payday.

In cases where employees are laid off indefinitely before the regular pay day, they shall be entitled to and shall immediately be paid whatever sum may be due them.

At the beginning of the pay periods closest to the following dates, employees base wage will be:

	2018 Signing	1/15/2019	1/15/2020
Current Full-time Employees	\$18.87	\$19.15	\$19.54
Employees *Hired after 1/24/2012	\$16.50	\$16.75	\$17.08

Day work shall be work performed between the hours of 7:00 a.m. and 6:00 p.m. Night work shall be work performed between the hours of 6:00 p.m. and 7:00 a.m. The Publisher shall determine when day work begins and ends, and when night work begins and ends.

An employee shall receive the day scale for all time worked on a shift having a majority of work hours between 7:00 a.m. and 6:00 p.m. Employees listed on Attachment A who are employed by the Star Tribune on the date of the signing this Agreement shall receive the night differential of 24 cents per hour for all time worked on a shift having a majority of work hours between 6:00 p.m. and 7:00 a.m. A regular night employee whose regular work week includes one or two day shifts instead of night shifts shall receive the night hourly wage rate for such day shifts.

All wages agreed upon and set forth herein are minimum wages; however, nothing expressed herein shall in any way prohibit the Publisher from recognizing individual merit by the payment of wages in excess of said minimums to those employees who, in the sole judgment of the Publisher, are entitled thereto. Wages in excess of the minimums specified herein may be paid to such employees, at such times and in such amounts as the Publisher, in its sole discretion, shall determine. The Union will be notified, upon request, of any merit increase granted. The payment of a wage in excess of the minimum for any one employee shall not constitute a precedent for any other employee.

BENEFITS ELIGIBILITY AND CAFETERIA PLAN

ARTICLE 16. Bargaining unit employees are eligible to participate in the Star Tribune Comprehensive Welfare Benefit and Cafeteria Plan ("Comprehensive Welfare Plan"), and each of its component programs, if, on a calendar quarterly basis, they average 30 or more hours worked per week, and completed the 28-day initial waiting period, as required by the plan and its component programs. The Comprehensive Welfare Plan includes the Health Care Reimbursement Account, the Dependent Care Reimbursement Account, the HSA Contribution Feature and the ability to elect pre-tax premiums for eligible component programs. Component programs under the Comprehensive Welfare Plan include medical, dental, basic life, supplemental life, spousal life, long-term disability and voluntary AD&D programs.

The Publisher is the "Plan Administrator" of the Comprehensive Welfare Plan. It is intended that the Plan contain all necessary provisions to comply with Section 125 and any other applicable section of the Internal Revenue Code. The Plan shall be terminated in the event the Internal Revenue Service or a court determines that Plan contributions are not proper business deductions for the Publisher. The parties understand that Congress or the IRS may change the rules that apply to the Plan at any time. It is expressly agreed that the Plan shall be amended from time to time to address such changes. The Publisher may change the terms, conditions and providers of these plans so long as such changes are equally applicable to non-union employees.

Hours requirements for PTO and short-term disability benefits are specified within their related contract article. Eligibility for the 401(k) plan is governed by the plan document.

SENIORITY AND EMPLOYMENT POLICY

ARTICLE 17. On or about April 1 of each year, and on any additional date as designated by the Publisher, the Publisher shall determine its manpower needs and

requirements and post a notice of all jobs commonly referred to as runs, in the Building Services Department, to be performed at the Publisher's plant 800 First Street North, Minneapolis, Minnesota. The notice of such job openings shall be posted for a period of seven (7) days. At the end of the seven (7) day posting period, the Publisher shall award job openings, by seniority, to employees who have bid on such jobs except that in the application of this provision, ability, neatness and fitness to do the work shall be factors to be considered.

Employees bidding on runs that include in their duties the operation of such equipment as the auto scrubber, fork lift, riding sweeper, riding scrubber, snow blower, bob cat or other such equipment, must be already trained, certified, and competent to operate such equipment at the time the employee submits such run bid. The fact that any run includes the operation of such equipment shall be set forth on the run sheet prior to the time that bids are placed. Any employee, lacking such training and competence, who nonetheless bids on any such run may be rejected without further explanation.

The Publisher will provide training on equipment or job duties such as these noted above prior to but not more than six months prior to the time of any run bid. The Publisher shall have the right to determine how many employees shall be trained in the operation of each type of equipment. If necessary, recertification will be given to those employees who have previously been trained but who wish to receive retraining. Recertification training will not be necessary for those employees who are already operating such equipment on a routine basis.

The amount of training to be provided by the Publisher will be determined at the sole discretion of the Publisher and such training will be provided; except in extraordinary circumstances, in accordance with seniority if the demand for training is greater than the capacity of the classes as determined by the Publisher.

In the event that during the term of this agreement, a full-time run becomes available (due to personnel changes, creation of new jobs, or otherwise) the Publisher, in its discretion, may or may not fill such position. If the Publisher elects to fill the position, the Publisher at its sole discretion may promote the most qualified (in the Publisher's judgment) available part-time employee or hire an individual of its choice. Any such assignment will remain in effect until the next run bid. No present full-time employee will be allowed to move to an open position as described in this paragraph (i.e., there will be no "jumping" or "bumping").

Special training, as appropriate, and as determined by the Publisher, shall be given to those employees who are assigned "speciality" runs such as the recovery crew or rest room crews.

It is recognized, however, that services required, work schedules and days off must be accommodated to the Publisher's needs for such services, and according to its requirements, the Publisher has the right to assign work for each employee and to establish schedules and days off.

Certain shift and work requirements (including runs) may change during the duration of this agreement. Interim assignments of full-time and part-time employees made by the Publisher will remain in effect as determined by the Publisher or until the next "pick". If a reduction in force or layoffs are needed, the Publisher shall layoff employees based on reverse seniority.

DISCHARGES

ARTICLE 18. The Publisher may discharge employees for just cause. An employee must prove his/her ability to handle the work in an efficient manner in order to hold the job. The Publisher shall be the sole judge of competency. An employee discharged under the provisions of this article shall have the right of appeal to the arbitration board provided for below.

GRIEVANCE AND ARBITRATION

ARTICLE 19. For purposes of this Agreement, the term "grievance" means any dispute between the Publisher and the Union, or between the Publisher and any employee concerning the interpretation, application, or alleged violation of this Agreement. Any such grievance shall be settled in accordance with the following procedures:

STEP ONE: An employee who believes that he/she has a justifiable grievance may, within five working days of the occurrence of the event giving rise to the grievance, discuss the grievance with the Publisher, with or without the Union steward present. Issues resolved in this manner shall be nonprecedent setting. If the Publisher and the employee are unable to resolve the grievance orally as provided herein in the two working days following the discussion with the Publisher, then the parties shall proceed to

STEP TWO: the employee, with the assistance of the Union representative, shall reduce the grievance to writing within ten (10) working days after the two day period called for above has expired, setting forth the nature of the grievance, the date of the occurrence, the action complained of, the employee(s) involved, the contract provisions alleged to have been violated and the remedial action sought. The grievance shall be submitted to the Publisher's Labor Relations Representative who shall answer the grievance, to both the grievant and Union, in writing, within ten (10) working days of its receipt.

STEP THREE: If the Publisher rejects the grievance, in whole or in part, through its Labor Relations Representative, or the answer is not accepted, and the Union elects to appeal such decision, it shall then appeal to arbitration of the grievance within the ten (10) working days following the Publisher's written answer at Step Two, unless the time limit is extended by mutual Agreement. Grievances not answered by the Publisher within the specified time limits shall be resolved on the basis of the specific remedy requested in the grievance. Grievances not filed or

processed by the employee or the Union, as appropriate, within the specified time limits shall be resolved on the basis of the Publisher's position in the preceding Step.

ARBITRATION: Arbitration under this Agreement shall be limited to the interpretation or application of the provisions of this Agreement and to grievances that have been properly and timely processed through the grievance procedure, but shall exclude any alleged understanding, practice or other matter outside the terms of this Agreement.

Within ten (10) working days after the receipt of the appeal for arbitration, either party may request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties shall meet within ten (10) working days of receipt of the panel to select an arbitrator by alternately striking names from the panel with the party requesting arbitration making the first strike. The fifth, or last name remaining shall be the designated arbitrator and the expenses shall be borne by the losing party.

The decision of the arbitrator shall be final and binding upon the Publisher, the Union and the employee(s) provided that the arbitrator shall not have jurisdiction to make an award which amends, alters, enlarges or ignores the provisions of this Agreement, nor shall he have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement.

HEALTH AND WELFARE BENEFITS

ARTICLE 20.

- A. Employees who meet the eligibility requirements in Article 16 shall be eligible to participate in the Star Tribune-sponsored hospitalization-medical-surgical plan on the same basis as non-union employees. The Publisher may change the terms and conditions of coverage, including but not limited to plan design, premium and cost sharing arrangements, applicable to bargaining unit members without bargaining with the Union as long as any such change is equally applicable to non-union employees. Employees shall be eligible to participate in the Star Tribune's wellness program on the same basis as non-union employees.
- B. Bargaining unit Employees who meet the eligibility requirements in Article 16 employees shall be eligible to participate in the Star Tribune dental program on the same basis as non-union employees.
- C. Employees who meet the eligibility requirements in Article 16 shall receive life insurance through the Star Tribune life insurance program under the Comprehensive Welfare Plan at one times the employee's straight-time annual pay. The plan provisions will be the same provisions provided to Star Tribune non-union employees.

Eligible employees may, at their option and their own cost, purchase additional life insurance for themselves through the Star Tribune Comprehensive Welfare Plan in increments of one to four times their annual straight-time pay at age-based rates. The supplemental life provisions will be the standard provisions offered to Star Tribune non-union employees. Unless the employee purchases the supplemental coverage when first becoming eligible upon hire, the employee shall provide satisfactory medical evidence of health for such additional coverage and will be subject to the underwriting guidelines of the Life Insurer at any later enrollment period.

Eligible employees may also buy life insurance coverage of one or two times their annual straight-time pay for their spouse under the Publisher's Comprehensive Welfare Plan (the spouse shall provide satisfactory medical evidence of health and will be subject to the underwriting guidelines of the Life Insurer). The spousal life benefit provisions will be the standard provisions offered to Star Tribune non-union employees and will include coverage for same sex domestic partners.

- D. Eligible employees may, at their option and their own cost, purchase accidental death and dismemberment insurance ("AD&D") through the Comprehensive Welfare Plan on the same basis as non-union employees.
- E. The Publisher agrees to provide and administer a 60% benefit long-term disability program, available to all benefit eligible members of the Union.

The premium for this coverage will be shared equally between the Publisher and the participating employees. The long-term disability ("LTD") program will have a 90-day benefit waiting period. All other LTD benefit plan provisions will be the provisions offered to Star Tribune non-union employees, including, but not limited to, provisions concerning the "own occupation" period, rehabilitation, minimum and maximum benefit levels, etc.

Employees shall be entitled to elect coverage under the Publisher's plan during the open enrollment period established by the Publisher or within thirty (30) days of first becoming eligible for benefits. Employees who do not enroll within thirty (30) days of first becoming eligible for benefits, will need to complete an Evidence of Insurability form and/or all other requirements of the insurer and will be subject to the underwriting guidelines of the insurer, as required by the insurer.

- F. The Publisher may change the provider/insurer of life insurance, LTD and AD&D coverage. It is understood that coverage under any of the above life insurance, AD&D and LTD programs is conditioned on the Star Tribune offering the same programs to non-union employees and the willingness of the provider/insurer to extend coverage on the basis set forth herein.

RETIREMENT BENEFITS

ARTICLE 21.

- A. Employees represented by the Union are participants in the Star Tribune Retirement Plan A ("Plan A") if they met the plan's eligibility and participation requirements prior to December 31, 2009. Plan A was frozen effective December 31, 2009. No employee will become a Qualified Employee and enter Plan A after December 31, 2009. No participant in Plan A shall accrue any additional benefit after December 31, 2009, meaning a participant's pension credits and minimum benefit shall not increase after December 31, 2009.
- B. Employees who meet the plan's eligibility requirements shall be eligible to participate in the Star Tribune 401(k) Retirement Savings Plan on the same basis as non-union employees, which includes receiving a matching Publisher contribution on the same basis as non-union employees. The Publisher may change the terms and conditions of the 401(k) plan applicable to bargaining unit members so long as any change is applicable to its non-union employees.

MANAGEMENT RIGHTS

ARTICLE 22. The Publisher has the sole and exclusive right to exercise all the authority, rights and functions of management to assign work, enforce rules of conduct, discipline employees, and to manage, plan, direct and control the operations and the workforce. All of the rights, powers or authority vested in the Publisher, except those specifically abridged, delegated, deleted or modified by the express terms of this Agreement, are retained by the Publisher.

DRUG AND ALCOHOL

Article 23. See Attachment C to this CBA.

ZIPPER CLAUSE

ARTICLE 24. All rights and duties of the Publisher and the Union are specifically expressed in this Agreement and attachments hereto, and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and supersedes and replaces all previous Agreements and practices both oral and written.

TERM OF CONTRACT

ARTICLE 25. This Agreement shall be in full force and effect for the period from January 15, 2018 through and including January 14, 2021 and shall renew itself automatically thereafter at each expiration date for an additional one-year term, provided neither of the parties hereto shall serve notice on the other party that a new Agreement is desired. The time for such notification shall be not later than sixty (60) days prior to any expiration date.

Notwithstanding the foregoing, to the extent that this Agreement provides for any

changes in working conditions or terms or provisions of previous Agreements, such changes shall not be effective retroactively unless specifically so provided herein.



SEPARABILITY

ARTICLE 26. It is the intention of both parties hereto to comply with and abide by all federal and state laws, and to the extent that any provision in the Agreement or the application thereof is now or hereafter declared an illegal or an unfair labor practice by a competent court, it is agreed that such provision shall be inoperative and void and that all remaining parts and provisions of this Agreement shall remain in full force and effect.

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

Star Tribune

Service Employees International
Union, Local #26, CTW, CLUC

ATTACHMENT A

Last	First Name	Middle
Fames	Angela	K
Ferning	Terry	L
Francis	Wendell	Q
Frost	Melvin	
Larson	Danny	L
Segal	Benejamin	A
Snargrass	Walter	C
Tesfai	Arefe	T
Toe	Kiloh	
Bametref	Yahya	O
Borski	David	J
Scott	Sundagai	R
Campbell	Dennis	G
Mosier	Dean	R

Attachment B

**Star Tribune
Allotted Paid Time Off ("PTO") Summary
Building Services**

General Description:

- In place of a traditional vacation and holiday plan, eligible employees have an allotted paid time off (PTO) plan.
- Eligible employees annually receive a pool of paid days off to be used at the employee's discretion (with appropriate management approval) to cover vacations, holidays, sick days, safe time, (as defined by law or regulation including the Minneapolis Sick and Safe time Ordinance and the like), and any other paid time off occasions.
- In addition to PTO, the Publisher provides jury duty supplemental pay and bereavement pay pursuant to this CBA.

PTO Eligibility:

- Regular employees must have a minimum of 20 standard weekly work hours as of December 31 to receive a PTO allotment for the next year.
- Temporary employees and those regular part-time employees with less than 20 standard weekly work hours will receive paid time off as mandated by law and are not eligible to receive paid time off under this policy.

Amount of PTO Allotment:

Full-time (35 standard weekly work hours) employees will receive an annual PTO allotment according to the following chart:

Years of Service	Annual PTO Allotment
Less than 3 years	140 hours (20 days/shifts)
3 but less than 6 years	175 hours (25 days/shifts)
6 or more years	217 hours (31 days/shifts)

- Employees' annual PTO allotment is based on their years of service, completed by the end of the previous year, since their most recent employment date as a regular, eligible employee.
- When an employee has worked enough years, (s)he will automatically receive the next highest PTO allotment on the following January 1.

- Regular, part-time employees with at least 30 standard work hours per week will have their PTO allotment pro-rated based on their weekly standard work hours.
- The PTO allotment is calculated once each year at the beginning of the year (unless in the case of a new hire or an employee newly eligible for benefits).
- If an employee's standard weekly work hours change mid-year, the PTO allotment for the current year is not adjusted, but the next year's PTO is based on the employee's standard weekly hours at next year's allotment calculation time.
- Employees will receive the current calendar year's allotment at the end of the first day of the current year on which they actually perform their full work schedule.
- If an employee is absent from work for a period of continuous absence that equals or exceeds 30 calendar days, the allotted PTO for the calendar year in which the absence ends will be reduced by 1/12 for each full month of the employee's continuous absence. The PTO allotment will not be reduced for absences due to an approved FMLA leave.

Carryover

- Unused PTO does not carry over to the following year, except employees may carry over a PTO amount equal to one week (based on their standard weekly hours as of December 31) into the following year.
- All other remaining unused PTO is forfeited at the end of the calendar year.
- Carry-over PTO will be used first to pay for time off in the following year.

Partial Year Employment:

- Employees are not entitled to a full year's PTO unless they are employed the full calendar year.
- New eligible employees are allotted 1/12 of their normal annual PTO for each full or partial month remaining in the calendar year from their hire date.
- Employees who terminate from the Company will receive payment for (1) any unused carryover PTO from the previous year, and (2) ¼ of their annual allotted PTO for the current year, if unused, for each full or partial quarter they worked in the current calendar year prior to their termination date.

Approved Use of PTO

- Employees may use PTO only for time off pre-approved by management.
- PTO may not be used for unplanned or unapproved absences, except for an unanticipated personal illness or unanticipated illness of an immediate family member or for safe time which cannot be pre-planned. Employees must notify their supervisor of the absence as soon as possible, normally before the start of the scheduled workday. Habitual unapproved absences, or falsification of any kind, may be a violation of the Company Standards of Conduct and a cause for disciplinary action. In these circumstances, the use of PTO may be denied.

Holidays:

- Star Tribune observes six holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and December 25).
- Employees who are not scheduled to work on the day a holiday is observed will only receive pay if they request the use of a PTO day and have PTO hours available. Otherwise, the holiday will be unpaid.

If the employee's department is "closed" on the observed holiday or the employee is not scheduled to work, the employee does not have the option of working that day.

Employees working on a holiday will receive 1 ½ times their hourly rate for all hours worked that day. No other holiday pay will be provided.

Employees wishing to take an alternate day off to observe the holiday can request to use a PTO day.

This document is a summary of the PTO administrative policy for Building Services employees. The full administrative policy explains procedures in greater detail and will govern on all issues of PTO.

Attachment C

SUBSTANCE ABUSE POLICY AND TESTING PROGRAM

I. Purpose.

The Company and the Union believe that it is important to maintain safe, healthy, and efficient operations and to protect the safety and security of Company employees, property, and equipment. Being under the influence of drugs or alcohol during working hours may pose serious safety and health risks to the user and all those who work with the user. Being under the influence of drugs or alcohol on the job also impairs the efficiency of the Company's operations and may create risks to the safety and security of property of the Company. The use, possession, sale, transfer, manufacture, distribution and/or dispensation of alcohol or illegal drugs in the workplace also pose unacceptable risks to the maintenance of a safe and healthy workplace.

With the issues of safety and productivity in mind, the Company and the Union have negotiated this Substance Abuse Policy and Testing Program ("the Policy").

This Policy supersedes and revokes all previous practices, procedures, and policies, whether written or oral, that conflict with this Policy. The Company reserves the right to revise or suspend all or any portion of this Policy at any time without prior notice.

II. Scope.

This Policy applies to all Company employees who are represented by the Union ("employees").

III. Dissemination of Policy.

All persons to whom this Policy applies shall receive a copy of this Policy, and be asked to sign a statement acknowledging receipt of this Policy. Notice of this Policy shall also be posted. If an employee has not received a copy, the employee must immediately inform Human Resources.

IV. Definitions.

For the purposes of this Policy, the following terms have the following meanings:

- A. "Illegal drugs" means any controlled substance, medication, or other chemical substance that (a) is not legally obtainable; or (b) is legally obtainable, but is not legally obtained or is not being used for the purpose(s) for which it was prescribed or was intended. Thus, "illegal

drugs" may include even over-the-counter medications, if they are not being used for the purpose(s) for which they were intended by the manufacturer.

- B. "Company property" and "Company equipment, machinery, and vehicles" mean all real property, plant, equipment and vehicles owned, leased, rented, or used by the Company.
- C. "Working hours" means all hours during which an employee is scheduled to work and/or is performing services for the Company and includes break and lunch periods whether or not paid.
- D. "Treatment program" means any prescribed or recommended chemical dependency (a) treatment program, (b) rehabilitation program, (c) counseling session(s), and/or (d) aftercare program or meetings (e.g., alcoholics' anonymous and narcotics anonymous meetings).

V. Work Rules- Substance Abuse by Employees.

A. Alcohol.

1. Employees may not use, possess, sell, or transfer alcohol while working, while on Company property, or while operating Company equipment, machinery, or vehicles.
2. Employees may not use alcohol at any time during working hours. This policy applies to all official and unofficial break and meal periods, and all other times during the working day in which an employee has reported for work, including unpaid meal breaks.
3. Employees may not be under the influence of alcohol or have detectable levels of alcohol in their systems when reporting to work or at any time during working hours.

Employees who violate any of these rules will be subject to discipline, up to and including immediate discharge.

B. Illegal Drugs.

1. Employees may not use or possess illegal drugs during working hours, while on Company property, or while operating Company equipment, machinery, or vehicles.
2. Employees may not be under the influence of illegal drugs or have detectable levels of illegal drugs or the metabolites of illegal drugs

in their systems when reporting to work or at any time during working hours.

3. Employees may not manufacture, distribute, dispense, transfer, or sell illegal drugs.

Employees who violate any of these rules will be subject to discipline, up to and including immediate discharge.

VI. Drug and Alcohol Testing.

The Company may request or require that employees provide urine samples for drug testing, and urine and breath or blood samples for alcohol testing, under any of the following circumstances:

A. Reasonable Suspicion Testing.

The Company may require that any employee undergo a drug and alcohol test if management has a reasonable suspicion that the employee:

1. Has violated the Company's rules that prohibit the use, possession, sale, or transfer of alcohol and/or illegal drugs while working, while on Company property, or while operating Company equipment, machinery, or vehicles; or
2. Is under the influence of alcohol and/or illegal drugs while working, while on Company property, or while operating Company equipment, machinery, or vehicles.

B. Post-Accident Testing.

1. Injuries Arising From Unsafe Work Practices.

The Company may require that an employee undergo a drug and alcohol test if management has a reasonable suspicion that the employee has sustained or caused another employee to sustain an accidental, work-related injury that, in the judgement of either the injured person or the Company, requires clinical treatment within 32 hours of when the injury was sustained.

Management may, in its discretion, elect *not* to test the employee if management reasonably believes that neither the employee's failure to follow safe work practices, nor the employee's failure to act with reasonable care, caused or contributed to the accident.

2. Accidents Resulting in Property Damage or Arising From the Operation of Equipment or Machinery.

The Company may require that an employee undergo a drug and alcohol test if management has a reasonable suspicion that the employee caused a Work-Related Accident or was operating or helping to operate equipment or machinery involved in a Work-Related Accident.

For purposes of this provision, a "Work-Related Accident" means an accident that, in the immediate, reasonable estimation of management: (i) resulted in property damage exceeding \$100; OR (ii) resulted in an injury to any person (whether or not an employee) requiring prompt clinical treatment of the injured person.

Management may, in its discretion, elect *not* to test the employee if management reasonably believes that neither the employee's failure to follow safe work practices, nor the employee's failure to act with reasonable care, caused or contributed to the Work-Related Accident.

C. Testing Standards:

Alcohol and drug testing will be conducted by laboratories that have been certified by the United States Department of Health and Human Services under the National Laboratory Certification Program ("HHS-certified laboratories"). The laboratory will comply with Minnesota law with respect to chain of custody of the specimens. Specimens will be tested for the presence of alcohol, controlled substances, and the metabolites of controlled substances. Tests may also screen samples for adulterants and other efforts to mask the illegal use of drugs.

D. Suspensions Pending Test Results

Pending receipt of test results and written explanations and requests for retests of positive confirmatory test results, employees may be temporarily suspended from their jobs. If an employee is suspended and the final test result is negative, the employee will be reinstated immediately with full back pay.

E. Test Result Reports.

Test results will be communicated promptly to test subjects. Any test subject may request a copy of his or her test result report. Test results will

not be disclosed by the Company except as authorized by the test subject or as required or permitted by law.

VII. Consequences of Refusal.

Employees may refuse to undergo drug and/or alcohol testing. However, employees who refuse to submit to testing or who fail to cooperate with the testing procedures will be discharged. Without limiting the generality of the foregoing, the following are examples of what shall be considered a refusal to submit to testing:

- failing to appear for testing within a reasonable time, as determined by the Company, after being directed to do so;
- not remaining readily available to submit to testing after an accident;
- leaving the testing site before providing an adequate sample;
- failing to provide enough urine for testing, in the absence of a valid medical explanation;
- providing a urine specimen that is dilute without providing a satisfactory medical explanation;
- failing to provide a second sample when directed to do so by the Company or collector;
- failing to report immediately to management any work-related accident or injury that would have resulted in testing under this Policy;
- adulterating or substituting a urine sample; and
- not cooperating with any part of the testing process or engaging in conduct that obstructs the testing process.

VIII. Right to Demand Retesting and Challenge Test Results.

Any employee who tests positive on a confirmatory test on any drug and/or alcohol test required by the Company may:

- A. Request in writing a confirmatory retest of the original urine and/or blood sample, at his or her own expense, provided that the Company must receive the request within five (5) working days after the test subject has been informed of the confirmed positive test result; and
- B. Submit in writing to the Company additional information to try to explain the confirmed positive test result, provided that the Company must receive the explanation within three (3) working days after the test subject has been informed of the confirmed positive test result.

Confirmatory retests requested and paid for by the employee may be conducted only by HHS-certified laboratories.

IX. Consequences of Testing Positive the First Time.

Any employee who tests positive on a confirmatory test for the first time on any drug and/or alcohol test required by the Company and who does not timely and successfully refute the test results by explanation or retesting ("first-time failing employee") will receive a five-day suspension without pay

In addition, any first-time failing employee may be required to report for a chemical dependency evaluation.

Any first-time failing employee will be subject to further discipline, up to and including immediate discharge, if the first-time failing employee:

1. fails to report for, or cooperate with, the chemical dependency evaluation scheduled by the Company.

OR

2. has been given an opportunity to participate in a drug or alcohol counseling, rehabilitation or treatment program (the "treatment program"), whichever is more appropriate, as determined by the Company after consideration of the chemical dependency evaluation and consultation with appropriate health professionals, and the employee has either:

(a) refused to participate in the treatment program; or

(b) failed to successfully complete the treatment program, as evidenced by withdrawal from the treatment program before its completion or by a positive confirmatory test result after completion of the treatment program.

Time lost by first-time failing employees during participation in a treatment program that requires them to miss work will be governed by the Company's applicable sickness, disability, absence and/or other leave-of-absence policy.

No first-time failing employee will be discharged solely on the basis of his or her first positive confirmatory test.

X. Consequences of Testing Positive the Second Time.

Any employee who tests positive on a confirmatory test for the second time on any drug and/or alcohol test required by the Company and who does not timely and successfully refute the test results by explanation or retesting will be subject to immediate discharge.

XI. Appeal Procedures.

Discipline imposed upon an employee as a result of testing positive or violating a work rule set forth in Section V of this Policy is subject the grievance/arbitration provisions of the collective bargaining agreement, provided that the jurisdiction of the arbitrator is limited to determining whether the employee in fact tested positive or violated a work rule. The arbitrator may not modify the discipline meted out if he finds that the employee did, in fact, engage in a violation of a provision of this Policy.

XII. Employee Search Policy.

If management reasonably suspects that an employee is in possession of alcohol or illegal drugs in violation of this policy, the Company may search employee's property that is present on Company property or in Company vehicles.

The Company reserves the right to search Company property and Company equipment, machinery and vehicles (including without limitation desks, cars, lockers and offices) at any time, with or without cause.