

AGREEMENT BETWEEN

Hope Community, Inc. and Minnesota Newspaper & Communications Guild TNG-CWA Local 37002

October 8, 2021 – October 31, 2023



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PREAMBLE

This Agreement is made and entered into on October 8, 2021, by and between Hope Community, Inc. (“Employer”) and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, AFL-CIO (“Union” or “Guild”).

Article 1: RECOGNITION

1.1. The Union shall be the sole representative of all full-time and regular part-time employees employed by the Employer, currently operated from its 611 E. Franklin Avenue, Minneapolis, MN, location; excluding interns, temporary employees, Directors, Associate Directors, confidential employees, and guards and supervisors as defined in the National Labor Relations Act.

1.2. This Agreement shall be limited in scope and application to only those employees of the Employer in those classifications and status described in 1.1 above, as constituting the appropriate unit for purposes of collective bargaining.

1.3. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

Article 2: UNION SECURITY

2.1. All employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Employees who pay an amount equivalent to the Union’s initiation fees and dues, relating to the Union’s representational function, shall be deemed to have satisfied the membership in good standing obligation.

2.2. The Employer shall provide all unit employees, both current and new hires, with the membership and dues deduction forms provided it by the Guild. Upon an employee’s voluntary written assignment, the Employer shall deduct dues from each paycheck of such employee and pay to the Guild within the following calendar month an amount equal to Guild initiation fees, dues, and assessments along with a wage report showing earnings and total hours compensated for each payroll period within the previous month for each employee. Such amounts shall be deducted from the employee’s earnings in accordance with the Guild’s schedule of rates furnished to the Employer 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.

2.3. Copies of Agreement. The Employer agrees to provide copies of the collective bargaining agreement, whether in paper or electronic form, to all new hires.

2.4. Employees will be granted time off of work with no loss of pay to participate in negotiations and/or contract administration meetings with the Employer or the Employer's representative.

Article 3: MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. The Employer will retain and continue to have all inherent common law rights, rights established through past practices, rights and authorities the Employer had prior to the signing of this Agreement, and rights that are not specifically and expressly limited by a specific provision in this Agreement. This provision shall include, but is not limited to, the right: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, demote, classify, transfer, and lay off employees; to determine the number of employees to be employed; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and to require employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the schedules of work; to contract or subcontract work; to change, modify, or discontinue existing methods of service and equipment to be used or provided; to decide employee qualifications; to determine the content of any job and the duties assigned thereto; to evaluate the performance of all employees; and to manage and administer the Employer's operation.

The Employer will provide the Union with notice prior to adopting or changing a rule, policy, or practice that has a significant impact upon one or more members of the bargaining unit.

Article 4: NO STRIKES, NO LOCKOUTS

It is agreed that neither the Guild nor its members shall call for, cause, or participate in any strikes, work stoppages, or picketing during the term of this Agreement. During the term of this Agreement, the Employer agrees that there shall be no lockout of its employees.

Article 5: INFORMATION

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

5.2. Notification of changes. The Employer shall notify the Guild electronically no later than thirty (30) days after any of the following events:

- a) newly hired bargaining-unit employee, including all information listed above; and
- b) resignations, terminations, retirements, deaths, promotions, and/or transfers out of the bargaining unit.

Article 6: NON-DISCRIMINATION

Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin or ancestry, gender, sexual orientation, disability, age, marital status, familial status, political affiliation, status with regard to public assistance, genetic information, veteran status, membership or activity in a local human rights commission or any other characteristic protected by law.

This policy applies to all terms, conditions and privileges of employment including: performance appraisals, benefits, compensations, disciplinary action, hiring, promotions, transfers, terminations, rehires, training, educational assistance and working conditions. Employees are protected against retaliation for reporting unlawful discrimination.

Article 7: NEW EMPLOYEES

7.1. Hiring Committee Participation. In most circumstances, the Employer will use a Hiring Committee process for hiring new positions at Hope. When the Employer uses a Hiring Committee, a representative from the bargaining unit will be a participant in that process.

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

7.3. Onboarding. The employer shall provide all new employees with a basic orientation in the first week of employment that covers the procedures, policies and practices of the operation of the Employer as well as an explanation of salary and benefits. Within 90 days, new employees will be supported and expected to meet one on one with all other Hope employees. New employees will determine shadowing as appropriate with their supervisor.

Article 8: PROBATIONARY PERIOD

Upon commencement of employment all employees shall serve a probationary period of ninety (90) calendar days, beginning on their first day of work. No later than sixty (60) days into the probationary period, a new employee will receive a formal review of the employee's performance to date, including specific written documentation addressing any weaknesses in skills or performance which, if not corrected, could result in discharge prior to the expiration of the employee's probationary period.

The Employer may extend this probationary period for an additional 60 calendar days upon notice to the Union with a statement regarding the reason for the probationary extension. Probationary employees may be discharged at the sole discretion of the Employer, with or without cause, and without recourse under this Agreement.

Article 9: SENIORITY AND LAYOFFS

9.1. Seniority.

- A. Seniority shall be calculated from the employee's hire date with the Employer. Seniority shall prevail in cases of paid-time-off priority.

- B. Any authorized leave shall not constitute a break in service for purposes of seniority, and any time spent on leave shall count as service time in the computation of length of service benefits.
- C. Seniority shall terminate if the employee quits or is discharged for just cause; fails to return to work at the expiration of an Employer-approved leave of absence; retires; or has a break in service of more than 60 calendar days.

9.2. Layoffs.

- A. **Notice.** In the event of a layoff, the Employer shall give the employee and the Union a minimum of two (2) weeks' notice or shall give the employee the option of two (2) weeks' pay in lieu of notice thereof. Employees may be expected to work throughout the layoff notice period.
- B. Laid-off employees who have worked for the Employer more than six (6) months shall receive one week's pay for each full year of service up to a maximum of sixteen (16) weeks of severance.
- C. There will be no layoffs when a temporary employee is performing work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within forty-five (45) days.
- D. After a period of sixty (60) consecutive days of employment for the Employer, an employee who is laid off from employment, and returns as an employee of the organization within twelve (12) months of their termination, shall receive credit for past service in the computation of pay and benefits.
- E. The Employer may offer an enhanced separation package to employees who have been laid off.

Article 10: PERSONNEL FILE

The contents of an employee's personnel file shall be disclosed to the employee and/or the Union representative upon the written request of the employee. An employee shall be allowed to place a response to any discipline contained in their personnel file.

Article 11: DISCIPLINE AND DISCHARGE

11.1. Discipline and Discharge. The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no discipline or discharge shall be implemented without just cause. It is expressly understood and agreed that incidents such as, but not limited to, assault, expressing intention to cause physical harm, theft, intentional destruction of property, and discriminatory harassment of clients or co-workers in violation of Employer policy, meet the standard of just cause.

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

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

11.4. Progressive Discipline. The aim of discipline is to be corrective, not punitive. Discipline will usually be in the following order, unless the severity of the misconduct warrants the skipping of steps:

- Oral Warning provided in writing to employee;
- Written Warning that may include a Performance Improvement Plan;
- Suspension; and
- Discharge.

* Appendix A provides more descriptive information about the steps of discipline listed above.

A notice of any written discipline or discharge will be given to the employee and a copy thereof sent to the Union.

Article 12: GRIEVANCE AND ARBITRATION

(A) A grievance is limited to a dispute or controversy between an employee and the Employer relating to the interpretation of or application of the express terms and provisions of this Agreement.

(B) **Grievance Procedure.** The steps in the grievance procedure are as follows:

STEP 1 - The employee, with or without a Union representative will informally discuss the grievance with the employee's immediate supervisor.

STEP 2 - If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be received by the Employer's Human Resource Department. The written grievance must be received by the Employer within twenty-one (21) calendar days following the date of occurrence.

Within twenty (20) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The Employer shall reply in writing to the Union within fifteen (15) calendar days after the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer's response may be extended by mutual agreement.

(C) **Mediation.** In the event the grievance is not settled in Step 2 of this Article, the grievance may be referred by mutual agreement to nonbinding grievance mediation. If the parties agree to

mediation, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) and request appointment of a grievance mediator. Such request shall be made within twenty (20) calendar days following the Step 2 meeting. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.

(D) **Arbitration.** In the event the grievance is not settled in Step 2 of this Article, or through mediation, and in any event not later than twenty (20) calendar days after receipt of the Employer's written response from the Step 2 meeting or the close of mediation, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Employer and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall strike first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

Article 13: PERFORMANCE EVALUATIONS

It shall be the policy of the Employer that all employees receive an annual written performance review.

As part of an annual review of work performance, employees will continue to have the opportunity to evaluate the work performance of their supervisors. Reviews of supervisors are submitted directly to the Executive Director.

Article 14: VOICE AND PARTICIPATION

14.1. Labor Management Committee. The parties are in agreement that cooperation, communication and understanding between the parties will promote efficient performance, which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise that may be appropriate to discuss in Labor Management Committee (LMC) meetings. The Guild and the Employer shall each designate up to three (3) representatives to participate in the LMC. The LMC will meet within sixty (60) days of the execution of this Agreement.

Meetings shall be convened once every quarter thereafter at mutually agreed upon dates and times, unless both parties agree to meet more frequently.

Each party shall propose an agenda at least one day prior to the LMC meeting.

14.2. Board of Directors. The Employer shall provide employees with a written agenda for the Board of Directors' meeting prior to any Board meeting. All non-confidential portions of the minutes of the Board meetings will be made available to employees after the meeting.

14.3. Regular Financial Updates. The Employer will schedule a meeting at least twice annually with employees to share information about the organization's budgeting process and finances.

Article 15: SOCIAL MEDIA POLICY

Employees shall not characterize any statements on their personal social media accounts as being on behalf of Hope. An employee will not be disciplined for posting opinions or reposting others' opinions about politics or current events on the employee's personal social media account(s) with the following two exceptions:

1. Employees shall not tweet or post any material that may be construed as hate speech, which is understood as communication that attacks or uses pejorative or discriminatory language with reference to a person or group on the basis of religion, ethnicity, nationality, race, color, descent, gender or any other identity factor.
2. Employees will not tweet or post any material on any social media platform, personal or professional, that would knowingly compromise the integrity of the Employer's mission or its projects or campaigns by expressing personal opinions that conflict with Hope.

Article 16: SAFETY AND HEALTH

The Employer agrees to provide a safe and healthy work environment. The Employer will make reasonable efforts to provide private space on-site for employee break periods and private on-site space for prayer.

The Employer shall be responsible for providing Employees with the resources and equipment necessary to do their work.

ARTICLE 17: SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated. It is agreed, however, that such adjustments shall result in no (or minimum) overall financial cost to the Employer.

Article 18: EMPLOYEE CLASSIFICATIONS

Employment classifications. Employees are classified as either exempt or non-exempt in accordance with the U.S. Department of Labor's Fair Labor Standards Act (FLSA).

Exempt Employees. These employees are paid on a salaried basis and receive a pre-determined compensation regardless of the number of hours worked per week. Exempt employees are not paid overtime for hours worked over 40 in a week.

Non-Exempt Employees. Non-Exempt employees generally include support staff. These employees may be regular full-time, part-time or temporary. Non-exempt employees are paid for the hours they work, and will be paid overtime in accordance with federal and state law.

Full Time: A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty-two (32) hours per week.

Part-Time: A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty-two (32) hours per week, but at least twenty (20) hours per week.

Temporary: A temporary employee shall be defined as an employee who is hired to fill a position for a limited time period, not to exceed nine (9) months. Temporary employees are not part of the bargaining unit. Temporary employees who are transferred to regular full-time or part-time status, provided that their temporary employment was continuous, shall not serve a probationary period (if they have been employed at least ninety (90) days) and their date of hire shall be the date they were hired as a temporary employee.

Article 19: HOURS AND WORKLOAD

Hope recognizes the need for employees to balance their professional and personal lives, and the importance of providing flexibility in the workplace in support of that balance.

Exempt employees shall work with their supervisors to set workload expectations that allow an employee to generally, with limited exception, complete their normally assigned work within forty (40) hours per week.

Employees may work remotely at least one day a week, provided no mandatory in-person meetings are scheduled and they are able to complete their daily workload and communication expectations.

Remote workdays are considered the same as workdays where an employee works on site.

The Employer has the right to assess the performance of employees working remotely to ensure that the quality and quantity of the work performed remotely meets or exceeds normal work performance expectations. Any decision to modify or terminate a remote working arrangement will not, in and of itself, be considered disciplinary action.

Article 20: HOLIDAYS

20.1. Paid Holidays. There will be nine (9) paid holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

Part-time and full-time employees will be paid for their regularly scheduled hours on the holiday. If an employee is not scheduled to work on the weekday on which the holiday falls, they will receive the next business day as the paid holiday.

20.2. Floating Holidays. Full time employees shall receive three (3) floating holidays to use however they so choose. Floating holidays may be used in whole between January 1 and December 31 and may not be carried over to the next year. Employees will not be paid for a personal holiday that is not taken and floating holidays may not be rolled over to the employee's PTO balance.

20.3. Eligibility. To be eligible for holiday pay, an employee must be in a paid status on the regularly scheduled day before or after the designated holiday. Employees on a leave of absence or long-term disability will not receive holiday pay.

Article 21: PAID TIME OFF

The Employer shall provide to eligible employees covered by this Agreement the Paid Time Off (PTO) plan that is made available to non-bargaining-unit employees of the Employer, as such policy may be amended from time to time at the sole discretion of the Employer.

During the term of this agreement, the accrual rates will not be less than the following:

| Length of Service | Accrual Per Year | PTO Bi-Weekly Accrual Rate |
|--------------------------|-------------------------|-----------------------------------|
| 0 – 3 years | 20 days/year | 6.15 hours |
| 3+ – 5 years | 24 days/year | 7.39 hours |
| 5+ – 10 years | 28 days/year | 8.62 hours |
| 10+ years | 32 days/year | 9.85 hours |

Accrued and unused PTO will be paid out upon separation of employment.

The maximum PTO balance is 240 hours or six weeks. When the balance of PTO hours reaches 240, no additional PTO can be accrued. Employees must monitor their own PTO balances to prevent the loss of PTO hours when the total reaches 240 hours.

Article 22: EXTENDED MEDICAL BENEFIT (EMB)

The Employer shall provide to eligible employees covered by this Agreement the Extended Medical Benefit (EMB) plan that is made available to non-bargaining-unit employees of the Employer, as such policy may be amended from time to time at the sole discretion of the Employer. During the life of this Agreement, the Employer will not reduce the EMB benefit amount that exists at ratification.

Article 23: LEAVES OF ABSENCE

23.1. The Employer will provide eligible employees with any leave required by federal, state, and local law, including, but not limited to, the Minnesota Pregnancy and Parental Leave Act, voting leave, parental school leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

23.2. Medical Leave. The Employer will offer medical unpaid leaves of absence to eligible bargaining unit employees for up to twelve (12) weeks on the same terms and under the same conditions as non-contract employees.

23.3. New Parent Leave. An employee will receive a paid leave of absence of up to six (6) weeks in the first year of becoming a parent to a newborn, newly adopted, or newly placed foster child.

23.4. Bereavement Leave. Upon request, the Employer will provide up to three (3) days of paid bereavement leave to employees upon the death of a family or other person with whom the employee has a close relationship. The Employer may provide additional paid bereavement leave depending on an employee's individual circumstances, not to extend beyond five (5) days. The Employer will not unreasonably deny an employee's request to use accrued PTO and/or unpaid time off to take additional bereavement leave for exceptional circumstances (travel outside of the country, for example).

23.5. Personal Leave. The Employer will offer personal, unpaid leaves of absence to eligible bargaining unit employees on the same terms and under the same conditions as non-contract employees.

23.6. Union Leave. Upon request, unpaid leave will be granted to an employee to attend trainings, conferences or conventions of the Guild, or any organization with which the Guild is affiliated. An employee may use accrued Paid Time Off or unpaid leave for the duration of the union leave.

23.7. Jury Duty Leave. Benefit-eligible employees are eligible for jury duty leave for the time they serve on a jury. Time off for mandatory jury duty or court appearances required as a result of a valid subpoena or court order is excused and paid at the regular rate of pay less jury duty pay or witness fees, provided that proof of duty is verified. An employee is expected to work when it does not conflict with court obligations. It is the employee's responsibility to keep the employee's supervisor regularly informed about the amount of time required for jury duty or appearances.

Article 24: INSURANCE AND OTHER BENEFITS

24.1. Medical Insurance. The Employer will offer medical insurance to eligible bargaining-unit employees on the same terms and under the same conditions as non-contract employees, as may be changed from time to time in its sole discretion. The Employer shall pay one hundred percent (100%) of the cost of the Single health insurance premiums for eligible employees through the duration of this Agreement.

24.2. Dental Insurance. The Employer will offer dental insurance to eligible bargaining-unit employees on the same terms and under the same conditions as non-contract employees, as may be changed from time to time in its sole discretion. The Employer shall pay one hundred percent (100%) of the cost of the Single dental insurance premiums for eligible employees through the duration of this Agreement.

24.3. Flexible Spending Accounts (FSA). The Employer will offer medical insurance to eligible bargaining-unit employees on the same terms and under the same conditions as non-contract employees, as may be changed from time to time in its sole discretion.

24.4. Life Insurance. The Employer will offer life insurance to eligible bargaining-unit employees on the same terms and under the same conditions as non-contract employees, as may be changed from time to time in its sole discretion.

24.5. Retirement Savings. The Employer will provide a 403(b) plan for employees to contribute to on the same terms and under the same conditions as non-contract employees, as may be changed from time to time in its sole discretion. Effective the first pay period following January 1, 2022, the Employer shall provide a 50% match on an employee's contributions each year, up to a maximum annual contribution of 3% of an employee's annual salary. An employee is not eligible to receive a match until the first full pay period after their one-year anniversary. The Employer's matching obligation shall expire on the termination date of this Agreement and will be of no force and effect thereafter.

Article 25: EXPENSES

25.1. Mileage Reimbursement. Employees who use their own vehicles for work-related duties are eligible to be reimbursed for mileage at a rate equal to the federal IRS allowance.

25.2. Business-Related Travel. All business-related travel must be approved in advance by an employee's supervisor. Employees shall travel by the most cost-effective means, taking into consideration travel time to desired location. Employees will be reimbursed for actual costs, so long as they are reasonable and do not exceed maximum allowable meal, lodging and incidentals rates shown on the U.S. General Services Administration website: www.gsa.gov/perdiem. Expenses for alcoholic beverages will not be covered.

25.3. Remote Technology Capabilities and Devices. Through the life of this agreement, full-time employees will continue to be reimbursed for up to a maximum of fifty dollars (\$50) per month for expenses related to mobile data plans.

Article 26: SALARY AND WAGES

1. **Minimum Salary.** Effective upon ratification of this Agreement, the minimum annual wages for all positions within the bargaining unit will be according to the following:

| | |
|---------------------------------------------|-----------|
| <u>Receptionist/Clerical Positions:</u> | \$38,000. |
| <u>All other Bargaining Unit Positions:</u> | \$43,000. |

Effective the first full pay period after January 1, 2023, the minimum salary for all non-receptionist/clerical positions will increase to \$44,000.

2. **Longevity Increases.** On the second, fourth, sixth and eighth anniversary date of hire, each employee shall receive a two percent (2%) increase to the employee's base pay. Effective the first full pay period following ratification of this Agreement, current employees' salaries will be increased according to their tenure with the Employer.
3. **Annual Increases.** Effective the first full pay period following ratification of this Agreement, employees shall receive a cost-of-living increase of three and one-half percent (3.5%).
 - Effective the first full pay period after January 1, 2022, employees shall receive a cost-of-living increase of two percent (2%).
 - Effective the first full pay period after January 1, 2023, employees shall receive a cost-of-living increase of two percent (2%).
4. **Merit Increases.** The wage rates set forth in the collective bargaining agreement are minimum rates. The Employer may, in its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification. If the Employer provides an employee a higher rate, the Employer will notify the Union in writing.
5. **Working out of Job Class.** Whenever an employee is assigned to perform the duties of a position which is temporarily unoccupied, and such assignment exceeds seven (7) consecutive workdays, the employee will be paid at a rate of five percent (5%) higher than the employee's current rate of pay until an employee is hired and begins work in the vacant position.
6. **Ratification Bonus.** The Employer will pay a ratification bonus in the gross amount of seven hundred fifty dollars (\$750.00), less required withholding, to all bargaining unit employees payable in the first full pay period following ratification. To be eligible to receive this ratification bonus, an employee must be employed on the date of ratification.

Article 27: SUCCESSORSHIP

This Agreement shall be binding upon the parties hereto and shall be binding upon any successors or assignees by merger, consolidation or otherwise, of either party.

Article 28: DURATION

This Agreement shall be in full force and effect from October 8, 2021, through and including October 31, 2023, and then from year to year thereafter, unless at least sixty (60) days prior to the termination of the initial period or any yearly period, either party shall serve on the other party, written notice that it desires to modify or terminate this Agreement.

In witness whereof, the parties have entered their signatures on this Agreement:

For the Guild:

For the Employer:

DocuSigned by:

Maryan Abdinur

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Maryan Abdinur

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Appendix A:

As this Agreement is a first contract between the parties, the following additional information is supplied for a more complete and shared understanding of the steps of discipline listed in Article 11: DISCIPLINE. This Appendix A expires at the end of this 2021-2023 Agreement unless the parties mutually agree to extend it.

1. **Corrective Action.** There are four forms of corrective action:

- a. **Verbal Warning.** The Employer may counsel an employee following a minor offense, or a first offense, in an effort to eliminate any possible misunderstanding and to clarify performance criteria. A verbal warning is intended to help the employee develop a solution and/or improve performance to the appropriate level. Supervisors shall communicate in writing to the employee stating that the conversation was a verbal warning.
- b. **Written Warning.** A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. The Employer and the employee may set a time frame and a check-in program, during which the improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement. A record of the written warning and any improvement plan shall be kept in the employee's personnel file.
- c. **Suspension.** The Employer may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem. The Employer will set the timeframe for the suspension and provide it to the employee in writing.
- d. **Discharge.** The Employer may discharge an employee for an instance of serious or repeated misconduct or performance problem. The Guild shall be notified in writing within three (3) business days if an employee is terminated involuntarily.