# AGREEMENT BETWEEN

# Beacon Interfaith Housing Collaborative and Minnesota Newspaper & Communications Guild TNG-CWA Local 37002

May 11, 2022 - February 28, 2026

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### **Preamble**

This collective bargaining agreement ("Agreement") is entered between Beacon Interfaith Housing Collaborative ("Employer"), and the Minnesota Newspaper and Communications Guild TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO) ("Guild," or "Union"), for itself and on behalf of the bargaining unit of eligible Employees of Beacon Interfaith Housing Collaborative that it represents.

The Employer recognizes the Guild as the duly authorized collective bargaining representative for said Employees.

### Article #1: Recognition

The Employer recognizes the Guild as the sole and exclusive collective bargaining agent and representative for all full-time and regular part-time employees employed by the Employer; but excluding all supervisors, managers, and confidential employees as defined by the National Labor Relations Act. Except for the exclusions noted above, the term "Employee" wherever used in the Agreement shall mean only the employees for which the Union is the sole and exclusive collective bargaining agent and representative.

The Employer will give notice to the Guild of any new positions that are created during the term of the Agreement. If the Employer creates during the term of this Agreement a new position that the Employer asserts should be excluded from the bargaining unit, the Guild may initiate discussions with the Employer to challenge the excluded designation. In the event of a failure of the parties to reach an agreement on the status of a newly created position, the matter may be moved to arbitration pursuant to Article #12 of the Agreement, or through mutual agreement of the Parties resolved in accordance with the bargaining unit clarification procedures of the National Labor Relations Board (NLRB).

### **Article #2: 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).

Part-Time. A part-time Employee shall be defined as an Employee who is regularly scheduled to work less than forty (40) 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 one job only, or for a set duration, or who has no substantial expectancy of continued employment. Temporary employees are not part of the bargaining unit. Temporary employees who are transferred to regular full-time or part-time status, will have their probationary period reduced by the amount of time they have been continuously employed, and their date of hire shall be the date they were hired as a temporary employee.

### **Article #3: Union Security**

- 1. All Employees covered by this contract shall be required to become members in good standing of the Guild within thirty (30) days of the execution of this Agreement. New Employees shall be required to become members in good standing of the Guild within thirty (30) days of their date of hire as long as this Agreement remains in effect. All Employees shall, as a condition of employment, for as long as this Agreement remains in effect, maintain their membership in good standing in the Guild, or pay fees equivalent to membership dues.
- 2. Upon receipt of an Employee's voluntary written assignment, the Employer shall deduct dues from each paycheck of such Employee and remit to the Guild within the following month an amount equal to Guild initiation fees, dues and assessments deducted from Employees' paychecks along with a wage report showing earnings and total hours compensated by category (regular, sick, vacation, etc.) for each payroll period within the previous month for each bargaining unit member. 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 with a written notice of thirty (30) days. An Employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment and applicable law.
- 3. The Union agrees to fully defend, indemnify and hold harmless Employer for any liabilities and costs it may incur as a result of its having performed its obligations under this article-
- 4. Copies of Agreement. Beacon agrees to allow a Union representative the opportunity to meet with any newly hired Employee for thirty (30) minutes in the new Employee's first week of employment to share the Agreement.
- 5. Beacon will allow one Employee serving in a leadership role who has been previously identified as such to the Employer to use up to five hours per month to investigate and settle grievance issues and present them to the Employer without loss of pay.

### **Article #4: Management Rights**

The Employer retains all rights, powers, authority, prerogatives, privileges, responsibilities and obligations which are customarily and/or inherently performed by an Employer and which are not abrogated, surrendered, modified, or amended by a specific term of this Agreement. The exercise of the Employer's rights includes, solely by way of illustration, and not in any manner by way of limitation, the following:

- The right to assign, reassign, appoint, direct, transfer, promote, determine qualifications, disqualify, reward, evaluate, lay-off, and supervise the actions of Employees, or to refrain from taking any such actions;
- To determine the nature and type of duties, tasks, functions, programs and/or services to be performed by Employees, as well as to decide which functions, services, programs, duties, tasks, etc., will be performed;

- To contract or subcontract the performance of such duties, tasks, services, programs, etc., as the Employer shall deem necessary;
- To install, remove, modify, maintain, replace, or substitute equipment, supplies, and software that Employees utilize;
- To select and determine the number of its Employees regardless of job classification;
- To hire or use temporary, seasonal, and/or casual employees;
- To determine the hours to be worked by Employees and to determine to what extent overtime will be worked;
- To determine the location(s) and type(s) of operations, and to introduce new and/or improved methods of operations, including the right to discontinue any department, program, or portion thereof, etc;
- To transfer or relocate any or all operations or to close or discontinue such operations, in whole or in part;
- To determine the number and types of job titles and to add to, subtract from, or change job titles and the content of them, including the right to combine job titles;
- To establish, post, and enforce work rules, procedures, standards, and/or regulations governing Employee conduct or performance of assigned functions; however, the Employer agrees that, except in emergencies, it will give the Union at least two weeks' notice before adopting or changing any rule, procedure, standard or regulation having a significant impact upon one or more members of the bargaining unit, and if the Union requests, the Employer will engage in good faith negotiations concerning the effects of such change.
- To train Employees as necessary;
- To select, train, assign, and/or reassign managerial and/or supervisory employees to the supervision of other Employees and to perform whatever tasks the Employer deems necessary without regard to which Employees customarily perform those tasks;
- To establish, change, and/or determine job content and individual employment qualifications; and
- To determine wage levels for any newly established job title or combined job title.

### Article #5: No Strikes or Lockouts

During the term of this Agreement the Union, its members, and Employees individually and/or collectively, will not permit, encourage, cause, or take part in the following activities when directed at the Employer or that otherwise curtail, restrict, or interfere with the Employer's programs or operations: any strike, sympathy strike, picketing, bannering, slowdown, or other withholding of labor.

Further, the Union and its members and other Employees covered by this contract individually and collectively agree not to withhold their labor in recognition of or in sympathy with another union's labor dispute with any employer.

The name Beacon Union will not be used to communicate with congregations or externally.

The Union agrees to not engage in external concerted activity to address disputes with the Employer without first giving the Employer notice of a dispute and giving the Employer the opportunity to resolve the issue by addressing it in at least one LMC meeting and giving the

Employer thirty (30) days' written notice of its proposed resolution and its intent to communicate with congregations or externally in the event the issue is not resolved.

The Employer agrees that for the duration of this Agreement that it will not lock out Employees.

### **Article 6: Information**

- 1. Annual Information. The Employer will furnish the Guild upon request, no more than once annually, the following information in connection with Employees:

  Name, hire date, job title, full time or part time, annual salary or hourly rate of pay, date of birth, race or ethnicity (when provided and in aggregated format), pronouns (when provided), home address, mobile/or home phone number, work email address.
- 2. Notification of changes. Starting no later than 6 months after execution of this Agreement, the Employer shall notify the Guild in writing or electronically no later than thirty (30) days after any of the following events:
  - a) newly hired bargaining unit employee- including all information listed above.
  - b) resignations, terminations, promotions and/or transfers out of the bargaining unit
  - c) merit increases granted by name of the Employee, individual amount, resulting new salary and effective date
  - d) changes in written, formal job description responsibilities, and/or other material changes for Employees.

### **Article #7: Organizational Communication**

1. <u>Labor Management Committee (LMC)</u>. 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. At least one representative of the Employer on the LMC must be from the senior leadership team.

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 change the meeting frequency. If, pursuant to Article #5, then Union gives notice of a dispute and requests an LMC meeting, such meeting will be held within two (2) weeks.

Responsibility for chairing the LMC meeting shall alternate, meeting by meeting, between the Guild and the Employer. The Chair is responsible for assuring the meetings are scheduled, confirmed, and do take place. The agenda should include mutually agreed upon agenda items and be delivered to all committee members at least one business day prior to the meeting.

- 2. <u>Monthly Leadership Update</u>. The CEO/President or their designee will provide a monthly leadership update to Employees that may include highlights of major decisions, discussions and considerations made at the Beacon Board of Directors level and/or by senior leadership.
- 3. <u>Engagement with Board of Directors.</u> Beginning within six months of execution of this agreement, the Beacon Board of Directors will meet annually with up to two (2) Employees designated by the Union at a mutually agreed upon times and places. The agenda will be created by mutual agreement of the Chair of the Board of Directors and Union leadership.
- 4. <u>Regular financial updates.</u> The Employer will share information about the organization's budgeting process and finances with Employees at least twice annually.
- 5. Feedback on job performances of supervisors. Within six months of ratification of this agreement, the Employer will develop a process for Employees to voluntarily offer feedback for the annual performance review of their immediate supervisor, their supervisor's supervisor and the CEO/President. Employee feedback will be aggregated prior to being shared with the person being reviewed. The executive committee of the Board of Directors will receive the aggregated anonymous feedback of the CEO/President voluntarily offered by Employees.

There shall be no retaliation against an Employee for their honest evaluation of a Beacon colleague's job performance.

### **Article #8: New Employees**

- 1. <u>Hiring Participation</u>. The Employer will engage at least one bargaining unit Employee from the division in which the new hire would work in the process of hiring at Beacon, meaning at a minimum participating in at least one phase of the interview process to offer feedback about potential candidates, including when a search firm is used. The Employer will determine how many bargaining unit Employees will participate, and the entire division will select the Employee(s) to participate. The Employer may communicate directly with Employees regarding participation in a hiring process. The Employer retains sole discretion to make decisions about hiring.
- 2. <u>Interview for Internal Applicants.</u> When a bargaining unit member applies to another position internal to Beacon, they shall be granted an interview if they meet the minimum requirements for the job.
- 3. <u>Job Offer.</u> A formal offer of employment will include a full job description of the position, full benefits description, and the agreed-upon starting salary.
- 4. Onboarding. The Employer shall provide all new Employees with a basic orientation in the first week of employment that covers the Employee handbook as well as an explanation of salary and benefits. Supervisors will determine job-specific training and shadowing relevant to each position.

### Article #9: 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 written 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 thirty (30) 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 #10: Discipline and Discharge

- 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.
- 2. Suspension Pending Investigation. The Employer may place an Employee who is the subject of an investigation on investigatory suspension. The Employer will conduct investigations as quickly as circumstances reasonably allow. During this suspension, the Employer will approve the Employee's request to use already accrued but unused PTO and will continue to make its contributions for health insurance premiums for the Employee. If the investigation exonerates the Employee under investigation, the Employer will back-pay the Employee for the unpaid time of the investigatory suspension and restore any PTO that the Employee used. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer.
- 3. Union Representative. An Employee shall be given the opportunity to have a Union representative present upon the Employee's request 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.
- 4. Progressive Discipline. Generally, discipline will be administered in the following order:
  - 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. A written record of the discussion is placed in the Employee's file for future reference, and a copy will be sent to the Employee via email.

- 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. Written warnings are placed in an Employee's personnel file.
- 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.
- 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.

### Article #11: 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 the Employee's personnel file.

### Article #12: Grievance and Arbitration

- 1. A grievance is limited to a dispute or controversy between an Employee or Employees and the Employer relating to the interpretation of or application of the terms and provisions of this Agreement.
- 2. 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, the Union shall formalize the grievance in writing, specifying the alleged violation of the contract and providing this written grievance to the Employer's Human Resource Department. No grievance shall be accepted which has been filed more than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance or fourteen (14) calendar days after Employee or Employees, through the use of reasonable diligence, should have had knowledge of the event. The grievance should include the date of the alleged violation, the Employee(s) affected, the article of the contract allegedly violated, and the requested remedy.

Within fourteen (14) 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 fourteen (14) calendar days after the date of the Step 2 meeting.

3. <u>Mediation.</u> In the event the grievance is not settled in Step 2 of this Article, the Union or Employer may refer the grievance to nonbinding mediation through 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 date the Step 2 response is due. 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.

4. <u>Arbitration.</u> In the event the grievance is not settled in Step 2 of this Article, or through mediation, and not later than twenty (20) calendar days after the Step 2 written response is due or the close of mediation, either the Union or the Employer shall have the right to submit the grievance to arbitration by requesting a panel of arbitrators from the Federal Mediation and Conciliation Services.

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 seven (7) 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. Either party may request one additional list if those supplied are not satisfactory.

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 provided herein may be extended by mutual agreement of the parties.

<u>Information Access</u>. Access to all information necessary to the determination and processing of a Grievance shall be made available to all participants.

### **Article #13: Performance Evaluation**

- 1. Each Employee shall be eligible for a performance evaluation annually.
- 2. Update job descriptions: Review of current job description will be an element of an Employee's annual performance evaluation, and if it is inaccurate or incomplete, the job description will be updated following the review. Job descriptions will also be updated at

other times when there have been significant permanent changes in the job's duties and/or responsibilities.

### Article #14: Workload

An Employee who believes that their workload is so burdensome that it substantially interferes with the Employee's ability to provide quality work may request a workload review by their immediate supervisor(s). The immediate supervisor(s) shall meet with the Employee within two (2) weeks of the Employee's request to discuss the workload review. If after this meeting the Employee believes their workload will continue to substantially interfere with the Employee's ability to provide quality work, the Employee may request additional review by the VP of the department (or, if the Employee reports directly to the VP, by HR). The VP or HR shall meet with the Employee within two (2) weeks of the Employee's request to discuss the VP or HR's review.

### Article #15: Non-Discrimination

- 1. Beacon affirms its policy of providing equal opportunity to all Employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of federal, state, and local governing bodies or agencies thereof.
- 2. Beacon will not discriminate against or harass any Employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, sexual orientation, gender identity/expression, disability, age, activity in a local commission created pursuant to law to deal with such discrimination or status as a member of any protected class defined by applicable law. Furthermore, Beacon will not discriminate against or harass any Employee or applicant for employment for activities associated with a local commission created pursuant to law to deal with such discrimination.
- 3. Beacon will ensure that all employment practices are free of such discrimination and harassment. These employment practices include, but are not limited to, hiring, promotion, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4. As an equal opportunity Employer, Beacon will commit time and resources to welcome diverse perspectives and backgrounds, and foster an inclusive and collaborative environment, particularly for women, people of color, LGBTQ+ individuals, and members of other minority or marginalized groups.

### Article #16: Safety and Health

The Employer agrees to provide a safe and healthy work environment.

### Article #17: Wages/Salaries

### Minimum Salaries/Wages

As a housing organization, Beacon seeks to have Employees able to afford a home. The minimum annual salary or wage below reflects the income that is necessary to pay the cost of a two-bedroom apartment as measured by the HUD Fair Market Rent for the area without spending more than 30% of one's income on rent.

Effective the first full pay period following July 1, 2022, the minimum annual salary for new and existing Employees will be \$53,160 per year for full-time Employees (pro-rated for part-time Employees) and \$25.56 for hourly Employees.

If HUD's Fair Market Rent for two-bedroom apartments in the area in FY 2024 is higher than in FY 2022, the Employer will raise the minimum salary using the same formula (a full-time Employee should be able to pay the cost of a two-bedroom apartment without paying more than 30% of their income on rent), effective the first full pay period following July 1, 2024.

### Annual Increases

Employees who received raises for anniversary dates occurring between July 1, 2021, and ratification of this Agreement that were less than 3% will receive 3% raises retroactive to the first full pay period following their anniversaries. Employees who received raises for anniversary dates occurring between July 1, 2021, and ratification of this Agreement that were greater than 3% will not have their raises reduced. Employees whose anniversaries occur between ratification and June 30, 2022, will receive 3% raises the first full pay period following their anniversaries.

To accomplish a transition from raises tied to the timing of annual performance reviews to a shared date when all Employees will receive wage increases, Employees will receive the following in the first full payroll period following July 1, 2022:

- For Employees with anniversary dates in July, August, or September: 4% or an increase to the minimum salary, whichever is greater
- For Employees with anniversary dates in October, November, or December: 3% or an increase to the minimum salary, whichever is greater
- For Employees with anniversary dates in January, February, or March: 2% or an increase to the minimum salary, whichever is greater
- For Employees with anniversary dates in April, May, or June: 1% or an increase to the minimum salary, whichever is greater

Thereafter, each Employee will receive an annual raise each year of this Agreement in the first full payroll period of July:

- First full payroll period following July 1, 2023: 3.2% + \$600 (pro-rated for part-time Employees)
- First full payroll period following July 1, 2024: 3% + \$600 (pro-rated for part-time Employees); or an increase to the minimum salary, whichever is greater

• First full payroll period following July 1, 2025: 3.2% + \$600 (pro-rated for part-time Employees)

In addition to the above, effective the first pay period following ratification of this Agreement, all current employees shall receive a one and a half percent (1.5%) increase to their annual salary as a cost of living adjustment to mitigate the impact of 2021-2022 inflation. Current employees shall also receive a \$500 increase to their annual salary to further mitigate the impact of 2021-2022 inflation (pro-rated for part-time Employees).

### Other Increases

The annual increases set forth above are minimum increases. The Employer may, in its sole discretion, provide other increases or bonuses to an Employee or Employees.

### New Hires

The Employer has sole discretion in determining when a vacancy exists and what salary range to advertise for such vacancy.

In determining the precise salary to offer a particular candidate for a vacancy the following applies. When filling a vacancy created by the departure of an Employee, the Employer may, in its sole discretion, establish a salary that is equal to or higher than that of the departing Employee. Conversely, if the Employer wishes to offer a salary that is lower than the salary of the departing Employee or the Employer is filling a vacancy not created by the departure of an Employee, the Employer will give the Union notice and the opportunity to bargain over the minimum salary to offer the candidate.

### Article #18: Insurance and Benefits

The Employer will offer bargaining unit Employees the same health (including HSA), dental, retirement plan, and short-term disability benefits as similarly situated non-bargaining unit employees. The Employer retains sole discretion over decisions to add, remove, modify, or improve these benefits and Employer and Employee contributions thereto, and the effects of such decisions, as long as such changes apply to all employees participating in such benefits without regard to whether they are in or out of the bargaining unit. The Employer retains sole discretion over decisions to modify its policies, plans, and summaries for these benefits, and the effects of such decisions, as long as such changes do not contradict the terms of this Agreement. Notwithstanding the foregoing, Employees shall be guaranteed the following during the life of this Agreement:

<u>Premium Splits for Employer Provided Health Insurance.</u> The Employer will pay eighty percent (80%) of the cost of the health plan premium for Employee coverage and sixty percent (60%) of the premium cost for eligible dependents.

<u>Premium Splits for Employer Provided Dental Insurance Premiums.</u> The Employer will pay eighty percent (80%) of the cost of the dental insurance premium for Employee coverage and sixty percent (60%) of the premium for eligible dependents.

If the Employer chooses to consider potential changes to health care plan design, including its HSA contribution scheme or potential change of providers, the Employer will meet with the Union to discuss such changes within thirty (30) days of when provider bids have been returned and are under consideration by the Employer.

STD. The Employer will pay 100% of the premium for short term disability insurance that replaces up to 60% of a qualifying Employee's income, to a cap of \$2,000 per week, for up to 12 weeks. Refer to the plan documents for eligibility and integration requirements, elimination waiting periods, and other details.

### Article #19: Continuity of Other Benefits

The Employer shall, at a minimum, continue providing the following benefits, exactly as such policies were in effect upon ratification of this Agreement:

- Parental and Pregnancy Leave
- Jury Duty
- Military Duty
- School Conference
- Time for Voting
- Life Insurance
- Long-Term Disability
- Travel Expenses
- Miscellaneous Business Expenses
- Educational Expenses

### Article #20: Paid Time Off and Leaves of Absence

<u>Holidays.</u> Regular full-time Employees will be entitled to nine (9) days off with full pay for holidays as indicated in the Employee Handbook.

Regular part-time employees will be entitled to the same holidays at a prorated level based on their regular scheduled hours.

The Employer will continue to set policies for requesting, taking, and floating holidays in its Employee Handbook.

Personal Holidays. Effective January 1, 2023, or upon ratification of this Agreement whichever is later, the Employer will provide two (2) days of personal holiday to be used in the 2023 calendar year. Thereafter each employee will be provided two (2) days of personal holiday per calendar year. Personal holidays are available for use each year on January 1 for existing employees, and immediately upon hire for new employees. Personal holiday benefits are prorated accordingly for part-time employees. Personal holidays cannot be carried into the next year and will not be paid out at termination of employment. The Employer may set policies for requesting and taking personal holidays in its Employee Handbook.

<u>Personal Time Off (PTO)</u>. The schedule below outlines the annual PTO accrual rates for Full Time (40 hours per week, 1.0 FTE). Refer to the Employee Handbook for policy guidelines, including policies governing request procedures and carryover limits.

Length of Service	Annual PTO Days
Years 1 -2	22
Years 3 - 4	24
Years 5 - 6	26
Years 7 - 8	28
Years 9 or more	30

Regular part-time employees earn a pro-rated amount of PTO based on their regular scheduled hours. Calendar year-end carryover will be pro-rated based on their regular scheduled hours.

Accrued and unused PTO will be paid out upon separation of employment to an Employee who had a tenure of at least six (6) months with the Employer.

Bereavement Leave. This leave is available for Employees to manage the immediate aftermath of the death of someone significant in the Employee's life. This normally includes up to five (5) days paid leave per occurrence. "Someone significant" is defined as a person who is close family, or like close family, that is someone who is very important in your life or your family.

Family Medical Leave. The Employer will follow the provisions of the Family and Medical Leave Act (FMLA) to the extent it is a covered employer under the FMLA. In addition, effective September 1, 2022, the Employer will provide leave that is consistent with the provisions of the FMLA even if it does not meet the FMLA's definition of a covered employer. In addition, the Employer will pay up to five (5) days of qualifying FML days per year. To the full extent permitted under applicable law, all leave benefits available to Employees under this Family Medical Leave (FML) provision will run concurrently with any leave available to Employees under any other Employer policy or under any state or local law.

<u>Discretionary Unpaid Leave of Absence.</u> The Employer may, in its sole discretion, grant an Employee's request for an unpaid leave of absence, typically not to exceed ninety (90) days.

<u>Employee Benefits While on Approved Leave.</u> Employees on paid leave or using paid time off will continue to accrue paid time off, earn holiday pay, and continue to receive any benefits they would be eligible for if they were working.

Effective upon ratification of the Agreement, Employees on unpaid leave will not accrue paid time off or earn holiday pay during the unpaid leave but will retain all benefits accrued before the leave. Employees on unpaid leave are eligible to continue health and other group insurance benefits as allowed by law and/or the insurance company until the employee ceases to be eligible

under the plan. The Employee is responsible for paying the full premium for insurance benefits while on unpaid leave (due by the first day of each month) unless the Employee is on FML, in which case the Employer will continue to pay its portion of such premiums.

### Article #21: Transition from Pandemic-Driven Remote Work

Whenever the Employer has mandated or encouraged the majority of employees to work remotely because of a prolonged health or safety emergency or other extenuating circumstances, the Employer will give a minimum of two (2) weeks' notice before requiring any employee to return to work full-time in shared office space, unless impracticable to do so.

### Article #22: Work Environment

Effective no sooner than July 1, 2022, the Employer will change its default work model from inperson to "hybrid," in which management may, in its sole discretion, require Employees to work in person at the Employer's premises or other places where it is conducting its work when management has work-related reason to so require. Valid reasons to require in-person work include those related to culture-building activities, performance, or particular meetings or tasks; but a desire to have all Employees routinely in person solely for ease of management is not a valid reason.

### **Article #23: Reduction in Force**

Layoffs for Economic Reasons.

- 1. 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. Upon request, the Employer will meet with the Guild for the purpose of negotiating concerning the effects of the Employer's decision to lay off, including any severance amount, credit for past service, and recall rights. During effects bargaining, the Employer will also consider any Union proposal for alternative cost saving measures.
- 2. Recall. Employees laid off shall be on a recall list for one (1) year. During that time, the Employer will give Employees on the recall list preference for positions for which they are qualified. When the Employer determines that it will hire for such a position, before the position can be posted externally, it will give the laid-off Employees it deems qualified for such position notice by valid email address or certified mail. Employees shall have seven (7) calendar days from such notice (in the case of certified mail, beginning with the postmarked date) to notify the Employer of the Employee's desire to return to work. The Employer will then notify the Employee(s) if it is recalling them; the Employer will not require them to return to work sooner than thirty (30) days after such notification.

### Article #24: 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 #25: Savings Clause**

Should any provision of this agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the agreement which shall remain in full force and effect. The parties shall meet and negotiate concerning language to replace any provisions so invalidated.

### Article #26: Duration

The contract term will be from ratification of the Agreement until February 28, 2026.

This agreement shall be automatically renewed, on a yearly basis, thereafter unless either party shall notify the other between ninety (90) and sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

[Signature page follows]

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

### **EMPLOYER or Beacon Interfaith Housing Collaborative:**

Date: 06 / 20 / 2022 Signature: Lee Blons Print Name: Lee Blons

### UNION or MN Newspaper & Communications Guild, TNG-CWA Local 37002:

Date: 06 / 20 / 2022 Signature: Print Name: Candace Lund

Date: 06 / 20 / 2022 Signature: Print Name: Joan Bennett

Date: 06 / 22 / 2022 Signature: Print Name: Sarah Coen Frei

Date: 06 / 21 / 2022 Signature: Print Name: Craig Freeman

Date: 06 / 21 / 2022 Signature: Print Name: Davis Parker

Date: 06 / 21 / 2022 Signature: Print Name: Elizabeth Tannen

Signature Page to Collective Bargaining Agreement