

Agreement Between
Saint Paul Federation of Educators
and
MN Newspaper & Communications Guild
September 1, 2022 – August 31, 2024

This agreement is made and entered into as of September 1, 2022 between the Saint Paul Federation of Educators (SPFE) AFL-CIO, hereinafter referred to as "SPFE", "Local #28" or "Employer", and Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 hereinafter referred to as "Guild" or "Union", for itself and on behalf of Employees of SPFE as described in Article 3 Recognition and Jurisdiction.

ARTICLE 1. PURPOSES

The purpose of the agreement is to promote and ensure harmonious and constructive relations between the parties for understanding, benefits, and progress toward mutually desired ends.

ARTICLE 2. DURATION OF AGREEMENT

The contract term will be from September 1, 2022 through August 31, 2024.

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

ARTICLE 3. RECOGNITION

The Employer agrees to recognize the Guild as the sole and exclusive collective bargaining agent of the following Employees: All program staff (including political, communications and research), representatives, internal or external organizers, and Employees in similar job titles and or performing similar work, excluding officers of SPFE, temporary Employees as defined in Article 7, SPFE members on release time performing work for the union, and supervisory and managerial Employees as defined by the National Labor Relations Act (NLRA).

ARTICLE 4. UNION SECURITY

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.

"In good standing" for the purposes of this Agreement, is defined to mean the payment of standard regular monthly dues and fees, uniformly required as a condition of acquiring or retaining membership in the Guild.

Dues Checkoff: 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 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 a 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.

ARTICLE 5. MANAGEMENT RIGHTS

The Employees recognize that SPFE has full responsibility and authority to supervise, manage and direct the affairs of Local #28 and the professional activities of its Employees, including, but not limited to, the right to hire, promote, discharge for just cause, make reasonable rules of procedure and conduct, and decide the number of Employees needed at any particular time, provided that such rights and responsibilities shall be exercised by SPFE in conformity with the provisions of this contract. Authority concerning any matter or subject not referred to in this contract shall be retained by SPFE as a management right and prerogative.

ARTICLE 6. EMPLOYEE RIGHTS

An Employee will be appointed as of the initial date of employment with SPFE and will be directly responsible to the President and Staff Director of SPFE.

Section 1: Rights and Privileges

An Employee will have all those rights and benefits which are inherent in membership of SPFE except that it is agreed that they cannot participate in membership votes and will not run for an office of SPFE or for its Executive Board.

Section 2: Fair Practices

1. Employees will be entitled to full rights of citizenship, and no religious or political activities of any staff member or the lack thereof will be grounds for any discipline or discrimination with respect of the professional employment of such staff member.
2. Employees will be guaranteed the right to be active politically except during the hours of employment. Political rights will include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates,

contributing to campaigns of candidates, lobbying, organizing political action groups, running for and serving in public offices which are not incompatible with the Employee's current employment.

3. Employees will not use SPFE privileges or facilities to promote political candidates, further partisan political activities, or promote personal philosophies.
4. The provisions of this contract will be applied without regard to race, creed, religion, color, national origin, gender, age, sexual preference, place of residence, marital status, status with regard to public assistance, or disability, provided the Employee is able to perform the duties of the job.

Section 3: Social Media Use

Employees have the right to engage in personal social media activities to express their thoughts or ideas. For the purposes of this Agreement, the term "social media" refers to on-line blogs, forums, chat rooms and social networking sites such as Yelp, Facebook, Twitter, LinkedIn, Pinterest and YouTube, as well as all other similar sites, communications or activities. The following principles apply to professional use of social media on behalf of SPFE as well as personal use of social media when referencing SPFE.

1. Employees should be aware that SPFE members may observe content and information made available by Employees through social media.
2. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to SPFE, its members, its community partners, or its Employees. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs are not tolerated.
3. Employees are not to publish, post or release any information that is considered sensitive, confidential, or not public. If there are questions about what is considered sensitive, confidential, or not public Employees should check with their supervisor.
4. Divulging information like SPFE's internal operations and legal matters are prohibited.
5. If Employees encounter a situation related to SPFE while using social media that threatens to become antagonistic, Employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.

ARTICLE 7. EMPLOYMENT CLASSIFICATION

Section 1: Full-Time Employees

Full time Employees are regularly scheduled for at least forty (40) hours per week. Full time Employees are eligible for all benefits when the terms of their employment meet the requirements of the contract with the benefit provider.

Section 2: Part-Time Employees

Part time Employees are regularly scheduled for less than forty (40) hours per week. All part time Employees who work at least 20 hours per week are benefit eligible. Part-time Employees earn

paid time off (including sick, vacation, holiday and personal) at a rate proportionate to the hours they work.

Section 3: Temporary Employees

A temporary Employee shall be defined as an Employee who is hired for a period not to exceed 1 year, to work when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, to relieve regular Employees because of illness, to work during vacation or other leave of absence periods, to temporarily fill a vacated regular position, or to provide unique skills not readily available among Employees. Temporary Employees will be notified of their status as a temporary Employee in the Employee's offer letter. Temporary Employees are not covered under the terms of this Agreement. In the event a temporary Employee is converted to regular full-time, such temporary employment will count toward the Employee's probationary period, and their date of hire shall be the date they were hired as a temporary Employee.

1. If temporary services are needed for a period in excess of 1 year, SPFE has the option to:
 - (a) Convert the temporary position to a regular staff position; or
 - (b) Continue the temporary staff services for an additional period of time with the approval of the Guild

Within two weeks of hiring a temporary Employee, the Employer shall notify the Guild, in writing, with the name of the temporary Employee, the work they are undertaking and the projected length of time the Employee is expected to work. Temporary Employees will not be employed for work normally or appropriately performed by a full-time Employee (except in cases of filling vacancies caused by leaves of absences or Employee vacancies) nor where such employment would effectively eliminate or displace a full-time Employee.

ARTICLE 8. DUTIES AND RESPONSIBILITIES

Section 1: Organizer Duties and Responsibilities

An Employee agrees to devote the Employee's full-time efforts to service on behalf of SPFE under the supervision and direction of the SPFE President as well as the SPFE Executive Board. The Employee's duties will include, but will not be limited to, organizing, contract negotiations on behalf of the members, processing grievances, responding to member concerns, dealing with contractual issues, visiting sites and programs where members work for the purpose of educating the members and listening to concerns, and communicating the results of said activities to the Executive Board and the membership on a regular basis.

Section 2: Political Organizer Duties and Responsibilities

An Employee agrees to devote their full-time efforts to service on behalf of SPFE and SPFE COPE under the supervision and direction of the SPFE COPE Chair and SPFE President via the SPFE Staff Director. The Employee's duties will include, but will not be limited to: Recruit new members and

contributors to SPFE COPE, assist in the maintenance of the COPE budget, monitor and assist in COPE finance reporting, develop internal leaders and political activists, assist the COPE committee in driving the strategic political plan, assist SPFE COPE leadership in local political elections and endorsements, assist SPFE leadership in developing strategic political relationships with politicians and other community leaders, coordinate SPFE involvement in Saint Paul referendum campaigns, monitor legislative activity and identify key issues that impact students and members, and support SPFE contract campaigns as needed.

Section 3: Lead Organizer Duties and Responsibilities

The Lead Organizer agrees to devote the Employee's full-time efforts to service on behalf of SPFE under the supervision and direction of the SPFE President as well as the SPFE Executive Board. The Lead Organizer's duties will include, but will not be limited to, organizing, contract negotiations on behalf of the members, processing grievances, responding to member concerns, dealing with contractual issues, visiting the sites where members work for the purpose of educating the members and listening to concerns, and communicating the results of said activities to the Executive Board and the membership on a regular basis. Additionally, the Lead Organizer will have additional duties as assigned that support the local as a whole.

ARTICLE 9. EMPLOYMENT PRACTICES

Section 1: Probationary Period

Employees will be employed by SPFE by action of the Executive Board. Each new Employee will be required to complete a probationary period, during which time the Employer shall have the unqualified right to dismiss any such Employee. Such dismissal shall not be subject to the grievance and arbitration procedure of the Agreement. The length of the probationary period shall be one (1) year. The parties may mutually agree upon the extension of the probationary period. Upon the completion of the one (1) year probation, the Employer will provide a written statement to explain the extension of the probationary period up to six (6) additional months. The written statement shall include any specific weaknesses in skills or performance which need to be corrected.

1. After this probationary period, employment will be terminated only:
 1. By resignation with at least thirty (30) calendar days written notice;
 2. For just cause;
 3. for reduction in personnel with at least sixty (60) calendar days written notice; or
 4. as otherwise mutually agreed upon.

Section 2: Work Review

The work of each Employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. A formal review of each full-time Employee's performance will be conducted on or within 30 days (prior or post) of their 6-month hiring date anniversary and upon a mutually agreed date each year thereafter.

Section 3: Discipline and Discharge

No Employee shall be disciplined or discharged except for just cause. Progressive discipline shall normally be administered in the following manner:

1. Verbal warning (with written confirmation of disciplinary action)
2. Written warning
3. Suspension
4. Discharge for just cause

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.

If, after twelve (12) months, no further action is taken for a similar offense, prior written disciplines (not including suspensions) shall not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding. After twenty-four (24) months, if no further action is taken for a similar offense, suspensions shall not be used in any future disciplinary action; nor will the suspension be referred to in a grievance or arbitration proceeding.

An Employee shall be entitled to a written statement concerning the specific evidence of any administered discharge or discipline case prior to, or at the time of, such discharge or discipline being administered. In the event an Employee is suspended or discharged, within twenty-four hours the Employer shall give the Guild a written notice setting for the cause for the suspension or discharge.

Section 4: Layoff

In the event of a layoff, any permanent Employee to be laid-off shall be given a minimum of sixty (60) calendar days written notice. At that time, a copy of the layoff notice shall be submitted to the Guild. SPFE will meet with the Guild, at the Guild's request, to provide a rationale for the layoff, which may include reduction in funds, changing the organizational mission, or programmatic work coming to a close.

In addition to the above notice:

1. Laid off Employees will receive severance as described in Article 12
2. 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.
3. Time on layoff shall constitute a break in service, and any time spent on layoff shall not count as service time in the computation of length of service benefits.

Section 5: Recall

If and when the Employer intends to fill an open Bargaining Unit position in a classification previously held by an Employee who is on layoff, that laid off Employee shall be recalled (i.e.,

given the opportunity to return to work) before the Employer engages anyone else for the position.

1. Employees shall retain recall rights for up to two (2) years.
2. Employees who are recalled within the two-year period defined above and who received severance benefits upon layoff shall restart accumulation of severance benefits less any amounts paid out per Article 12 Section 5.
3. Employees shall be recalled per classification and position in reverse order of layoff.
4. An Employee who does not respond within seven (7) calendar days to notice from the Employer of recall or posting of a position previously held (sent by certified mail to the last known address for the Employee) shall forfeit all rights to recall and/or posting. The Employer will also attempt to contact any such Employee to notify them of their recall notice by telephone at the Employee's last known telephone number.
5. After a period of sixty (60) consecutive days of employment at SPFE, an Employee who is laid off from employment, and returns as an Employee of the organization within two (2) years of their termination, shall receive credit for past service in the computation of pay and benefits.

ARTICLE 10. GRIEVANCE AND ARBITRATION

A grievance is defined as a dispute concerning the interpretation or application of any provision of this Agreement. In the event a bargaining unit Employee, group of bargaining unit Employees, or the Guild has a grievance, it shall be adjusted according to the procedure below. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

Within twenty (20) calendar days of the occurrence which gave rise to the grievance A good faith effort shall be made to resolve any grievance between an aggrieved Employee or group of Employees and their immediate supervisor. An aggrieved Employee may have a Union representative's assistance with Step 1 upon request from the Employee. Any settlement or resolution reached at this step is not precedential.

Step 2. If a settlement is not reached in Step 1, and the Guild wishes to initiate a formal grievance, it shall be set forth in writing and include the following information: the nature of the grievance, the facts upon which it is based including the date the grievance occurred, the section(s) of the Agreement allegedly violated, and the relief requested. Within fourteen (14) calendar days after receiving the written grievance, the Employer and the Guild shall arrange a meeting to attempt to resolve the grievance. The Employer shall give its written response to the grievance to the designated Guild Representative within fourteen (14) calendar days following the meeting.

Step 3. If no satisfactory settlement of the grievance is reached at Step 2, either the Employer or the Guild may make a written request to participate in a nonbinding mediation of the grievance with the Federal Mediation and Conciliation Service (FMCS) within fourteen (14) calendar days after the Step 2 written answer is received or due. Participation in mediation under this Step 3 is voluntary and must be agreed to by both the Employer and the Guild. If both parties agree to participate in a mediation, it shall be conducted and completed before either party submits the grievance to arbitration.

Step 4. If mediation is unsuccessful in resolving the grievance, a request to participate in mediation is declined by one of the parties, or a timely request to participate in mediation is not made by either party, the Guild may submit a written demand for arbitration within fifteen (15) calendar days following the conclusion of the mediation, a declined timely request to participate in mediation, or the Employer's response to the Step 2 meeting, whichever occurs latest.

Within ten (10) calendar days after receipt of a written demand for arbitration, the parties shall confer to select an arbitrator. If the parties are unable to agree on one arbitrator, the party demanding arbitration may request a list of seven (7) prospective arbitrators from the FMCS. Either party may request up to one (1) additional list if the first supplied list is unsatisfactory. Each party shall take turns striking one name from the list until one name remains, which identifies the selected arbitrator. The party demanding arbitration strikes first. The party demanding arbitration shall bear any initial filing fees. The fees and expenses of the selected arbitrator shall be shared equally by the Employer and the Guild, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for the costs and expenses of its own representatives and witnesses. The Arbitrator shall not have authority or jurisdiction to base their award on any alleged practice or oral understandings not incorporated into this Agreement. The Arbitrator shall interpret this Agreement based on the intent of the parties and cannot add to, delete from, or modify this Agreement. The Arbitrator's award shall be final and binding on the Employer, the Guild, and the Employees covered by this Agreement.

The Employer and the Guild may mutually agree in writing to extend any deadlines set forth in the grievance procedure above, for example, to allow for additional time to investigate or negotiate a resolution to a grievance. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline shall not be precedential and shall not otherwise excuse strict compliance with the deadlines for other grievances.

ARTICLE 11. COMPENSATION

Section 1: Work Week

Employees are professional Employees and as such are expected to exercise sufficient judgment to complete their professional duties. The length of the work week for Employees will be determined by the length of time needed for providing necessary services to members. Due to the many SPFE commitments and responsibilities Employees have beyond regular office hours, it may be necessary for Employees to vary their office hours.

It is the responsibility of the Employee to schedule the Employee's own activities in coordination with the president. It is expected that the Employee will typically communicate scheduling to the President and office staff through the electronic calendar.

Section 2: Salary

The salary schedule will have seven steps. On September 1 of each year of the contract, the salary schedule will be increased by 2%. Additionally, an Employee will move up a step on their salary

schedule on September 1 each year provided that they have been employed by SPFE for at least 100 working days prior to September 1. Placement on the salary schedule will be made at the discretion of the SPFE Executive Board based on candidate qualifications.

Minimum Salaries effective September 1, 2022:

ORGANIZER SALARY SCHEDULE			
2022-2023		2023-2024	
Step	Salary	Step	Salary
1	\$ 87,358.92	1	\$ 89,106.10
2	\$ 88,123.92	2	\$ 89,886.40
3	\$ 88,888.92	3	\$ 90,666.70
4	\$ 90,418.92	4	\$ 92,227.30
5	\$ 91,948.92	5	\$ 93,787.90
6	\$ 93,478.92	6	\$ 95,348.50
7	\$ 95,008.92	7	\$ 96,909.10
2024-2025		2025-2026	
Step	Salary	Step	Salary
1	\$ 90,888.22	1	\$ 92,705.98
2	\$ 91,684.13	2	\$ 93,517.81
3	\$ 92,480.03	3	\$ 94,329.63
4	\$ 94,071.84	4	\$ 95,953.28
5	\$ 95,663.66	5	\$ 97,576.93
6	\$ 97,255.47	6	\$ 99,200.58
7	\$ 98,847.28	7	\$ 100,824.23

POLITICAL ORGANIZER SALARY SCHEDULE			
2022-2023		2023-2024	
Step	Salary	Step	Salary
1	\$ 58,515.42	1	\$ 59,685.73
2	\$ 59,685.74	2	\$ 60,879.45
3	\$ 60,879.67	3	\$ 62,097.26
4	\$ 62,097.24	4	\$ 63,339.19
5	\$ 63,338.45	5	\$ 64,605.22
6	\$ 64,605.54	6	\$ 65,897.65
7	\$ 65,897.38	7	\$ 67,215.32

2024-2025		2025-2026	
Step	Salary	Step	Salary
1	\$ 60,879.44	1	\$ 62,097.03
2	\$ 62,097.04	2	\$ 63,338.98
3	\$ 63,339.21	3	\$ 64,605.99
4	\$ 64,605.97	4	\$ 65,898.09
5	\$ 65,897.32	5	\$ 67,215.27
6	\$ 67,215.60	6	\$ 68,559.91
7	\$ 68,559.63	7	\$ 69,930.82

LEAD ORGANIZER SALARY SCHEDULE			
2022-2023		2023-2024	
Step	Salary	Step	Salary
1	\$ 96,900.00	1	\$ 98,838.00
2	\$ 97,869.00	2	\$ 99,826.38
3	\$ 98,848.20	3	\$ 100,825.16
4	\$ 99,854.94	4	\$ 101,852.04
5	\$ 100,834.14	5	\$ 102,850.82
6	\$ 101,842.92	6	\$ 103,879.78
7	\$ 102,860.88	7	\$ 104,918.10
2024-2025		2025-2026	
Step	Salary	Step	Salary
1	\$ 100,814.76	1	\$ 102,831.06
2	\$ 101,822.91	2	\$ 103,859.37
3	\$ 102,841.67	3	\$ 104,898.50
4	\$ 103,889.08	4	\$ 105,966.86
5	\$ 104,907.84	5	\$ 107,006.00
6	\$ 105,957.37	6	\$ 108,076.52
7	\$ 107,016.46	7	\$ 109,156.79

Section 3: Communications Stipend

If a bargaining unit Employee manages the SPFE social media accounts (Facebook and Twitter). They will be paid a communications stipend as follows:

1. Fifty (50) dollars per week for managing the SPFE social media accounts (Facebook and Twitter), to be paid monthly.

Section 4: Longevity

Longevity stipends are specified annual dollar amounts beyond the Employee's step of the salary schedule.

Employees will be eligible for longevity stipends at the beginning of their eleventh year of experience with SPFE Local #28. "Years of experience" shall mean calendar years from September 1 to August 31 actively employed by SPFE. Periods of non-compensatory leave shall not be counted toward years of experience in determining eligibility for longevity pay.

A longevity stipend of \$1,200.00 per year, \$100.00 per month to be paid in the second paycheck of the month, will be paid beginning September 1 after the completion of ten years of experience.

ARTICLE 12. BENEFITS

Section 1: Insurance Benefits including the Health Reimbursement Account (HRA)

Insurance: From January 1 to December 31 of each year the Employer shall contribute funds to a Health Reimbursement Account (HRA) for the maintenance of insurance. Each year of the contract, the Employer will request Employees to select their HRA options during an open enrollment period. If the Employee does not participate in open enrollment by December 15, the SPFE HRA Plan Benefits will remain unchanged from the previous year. The HRA options starting January 1, 2024 are as follows:

For Employees Electing Single or Secondary Family Coverage: The HRA contribution will be \$14,000 with the option to flex \$5,000 between the Employer's contribution toward the Employee's 401(k) and its contribution toward the Employee's HRA or vice versa. This flex shall not increase the total Employer contribution to the Employee's HRA and 401(k) combined for the calendar year in question.

For Employees Electing Primary Family Coverage: The HRA contribution will be \$19,000 with the option flex \$5,000 between the Employer's contribution toward the Employee's 401(k) and its contribution toward the Employee's HRA or vice versa. This flex shall not increase the total Employer contribution to the Employee's HRA and 401(k) combined for the calendar year in question.

Life Insurance: In addition to the amount available for the maintenance of health insurance, up to \$1000 per calendar year shall be reimbursed for life insurance premiums. Any unused portion of the Employee's annual life insurance contribution from SPFE shall roll over into the Employee's HRA.

HRA/Severance Pay: In any given year, unused HRA amounts shall carry over to the next year, accumulating until the Employee severs employment, retires, or the HRA balance reaches a maximum of \$50,000. This accumulated HRA amount will carry over after the Employee severs employment or retires. The SPFE will continue to administer the HRA after the Employee severs

employment or retires. Reimbursement payments will be made, at a minimum, on a quarterly basis.

After year three of employment, the SPFE will add an additional two thousand dollars (\$2,000) for each complete year of satisfactory service (or prorated amount if less than a full year) to the Employee's negotiated HRA as severance when the Employee severs employment or retires. HRA carryover balances plus severance contributions shall not exceed an overall HRA balance maximum of \$55,000.

The Employee's accrued severance amount will be calculated and placed in a dedicated budget line item to be held by SPFE until being placed in the Employee's Health Reimbursement Account (HRA) at the time of severing employment/retiring from SPFE.

Section 2: Vacation and Holidays

Vacation: The SPFE President or Staff Director will be responsible for approving the time set for vacation. The Employee is responsible for informing the President or Staff Director of vacation requests at least one week prior to the start of the period requested. A maximum of fifteen (15) days/120 hours may be carried over from one year to the next.

Employees will be entitled to the following paid vacation: Fifteen (15) days/120 hours for year 1.

The following number of days per year of employment:

Sixteen (16) for year 2	Twenty-One (21) for year 7
Seventeen (17) for year 3	Twenty-Two (22) for year 8
Eighteen (18) for year 4	Twenty-Three (23) for year 9
Nineteen (19) for year 5	Twenty-Four (24) for year 10
Twenty (20) for year 6	Twenty- Five (25) for every year after

The maximum amount of vacation that can be banked is 40 days/320 hours. Vacation will be granted on September 1st of each year of employment. At the time of hire, a new Employee's placement on the vacation schedule will be made at the discretion of the SPFE Executive Board based on candidate qualifications.

Employees may work remotely on Fridays during the month of July.

Between August 1 and August 31, an Employee may cash out, at full value, up to two (2) days of unused vacation that was earned within the current fiscal year.

Holidays: The Employee will be granted the following holidays in each year of this agreement: Labor Day (1), Thanksgiving (2), Christmas (2), New Year's (2), Martin Luther King Jr. Day (1), President's Day (1), Memorial Day (1), Juneteenth (1) and Independence Day (1). Also included

as additional days off are the full week that includes the Independence Day holiday and December 24 through the recognized New Year's Day holiday.

Section 3: Technology Benefits

An Employee is expected to obtain a smart phone with a data plan to use for the performance of their duties at SPFE. Each Employee will receive \$100 per month to cover smart phone expenses. This is paid in the second paycheck of the month.

An Employee is expected to own a laptop computer suitable for assisting in the performance of their duties at SPFE. Each Employee will receive \$60 per month to cover costs associated with the purchase of or maintenance of a laptop and its software.

New Employees will have the option to get reimbursed up to \$2,250 for a new computer at the time of hire. Employees who choose this option will start to receive the \$60 per month technology benefit once the total cost of the computer purchased has been covered by the \$60 per month technology stipend forgone.

SPFE will continue to bear the responsibility for the cost of office phone, office voicemail, email, network, printing and database hardware and software and any service or installation on the Employee's computer that is required for these services (e.g. FileMaker software purchase and installation).

Section 4: Expenses and Mileage

Expenses: SPFE shall grant the Employee a SPFE credit card for SPFE related activities, per the SPFE credit card policy. Receipts for credit card purchases will be submitted to the SPFE Accountant per Expensify by the first Friday of the month. Employees shall use the SPFE credit card or personal credit card for approved costs, such as travel, food, lodging, and related business expenses incurred while on SPFE business. The amount will be budgeted by the Executive Board and monitored by the SPFE Financial Audit Committee. Each Employee agrees to submit expense vouchers stating the amount, date, reason for such expenses, and names of people involved. These vouchers will be submitted on a monthly basis.

Mileage: Mileage will be reported at the end of each month, stating the starting point, ending point, total mileage, and purpose of visit. Mileage will be reimbursed at the rate allowed under IRS regulations.

Section 5: Retirement and Severance

Retirement Plan: A 401K plan will be established for the Employee. The Employer will contribute twenty (20) percent of the Employee's gross salary of the plan subject to adjustment for HRA flex as provided in Article 12 Section 1. The maximum benefit, excluding the adjustment for the HRA flex, under this provision will be \$22,500.00 per year.

Severance: Employees will earn severance benefits based on the following formula: no severance for the first three years; \$1,000 per year for each year of satisfactory service during years four through ten; \$1,500.00 per year for each year of satisfactory service during years eleven through fifteen; and \$2,000.00 per year for each of satisfactory service thereafter.

Early notification of severing of employment or retirement: A payment of three thousand five hundred dollars (\$3,500) will be placed in the Employee's HRA if the Employee gives a six (6) month notice prior to leaving employment. A payment of two thousand five hundred dollars (\$2,500) will be placed in the Employee's HRA if the Employee gives a four (4) month notice prior to leaving employment. The Employee will have had to satisfactorily complete ten (10) years of employment to be eligible.

ARTICLE 13. LEAVES OF ABSENCES

Section 1: Compensatory Leaves

Sick Leave: Paid sick leave will accumulate at a rate of fourteen (14) days per year/112 hours. Sick leave will be granted for absence due to personal illness or temporary disability.

1. Unused sick leave will accumulate without limit. A maximum of five (5) days/40 hours per year of sick leave may be used for personal reasons.
2. Sick leave will be granted for the care of the Employee's sick child as required by Minnesota Statute 181.9413.
3. Sick Leave Donation: Employees may choose to donate any amount of their sick leave to another Employee under this collective bargaining agreement.

Quarantine/Catastrophic Disaster Leave: Employees quarantined by a health officer because of contagious disease conditions will receive payment for time lost through such unavoidable cause for a period not to exceed ten (10) days in any one year. The same will be provided for a catastrophic disaster that occurs in the Employee's office and/or community which causes the closure of the office or prevents the Employee from reaching the office.

Paid Parental Leave: The Employer will provide up to six weeks of paid parental leave to Employees following the birth of an Employee's child or the placement of a child with an Employee in connection with adoption or foster care.

1. The scheduling of the leave shall be at the discretion of the Employee and may begin prior to the birth of the child if necessary.
2. Leave of up to ten (10) days shall be granted upon request for an Employee who experiences a miscarriage or stillbirth.
3. Approved use of this leave will not result in loss of Employer contribution of the health insurance premium.
4. An Employee who gives birth may take up an additional 46 weeks of unpaid maternity leave, which will not exceed one (1) calendar year.

5. An Employee returning from such a leave, shall be reinstated in the Employee's job with full credit towards longevity and other length of service benefits.

Bereavement Leave: A leave of absence with pay, not to exceed five (5) days, will be granted because of the death of a family or other person with whom the Employee has a close relationship.

1. **Travel Extension:** Days of leave as specified in Bereavement Leave will apply for deaths that do not necessitate travel by the Employee beyond a two hundred (200) mile radius of Saint Paul. In cases that do involve such travel, two (2) days of additional leave will be granted for travel in excess of a two hundred (200) mile radius of Saint Paul. The Employee will provide SPFE President information on the location of the funeral outside Saint Paul.
2. SPFE realizes there are many nontraditional relationships that can be as important to Employees as those listed above. If you believe that bereavement leave is appropriate in your circumstances, please discuss with the SPFE Staff Director.

Paid Family and Medical Leave: If state or federal legislation mandates a more generous Family Leave policy than contained in this agreement SPFE will adopt the more generous policy outlined by state or federal law.

Campaign Leave: Employees will be granted three (3) days of leave at the conclusion of a bargaining, corporate, legislative, or electoral campaign separate from vacation or sick leave. Dates are to be determined by the Employee and will be approved by the President or Staff Director.

Professional Leave: The Employee may be excused for professional reasons without loss of pay after written application to, and approval of, the SPFE President or Staff Director. The purpose of such leave must be for the benefit of SPFE, and the written request must be submitted no later than one (1) week in advance of the date of the requested leave.

Court cases: The Employee who is duly subpoenaed as a witness in any case in court will be entitled to leave with pay for the purpose provided that the Employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the Employee against SPFE. In cases where the SPFE is a party in the litigation, the Employee will be entitled to pay while attending as a witness at the request of the SPFE or as a co-defendant in the case. An Employee who is arrested or incarcerated for carrying out their duties on behalf of SPFE will receive legal counsel at the Employer's expense as well as continue to collect their salary for the duration of incarceration.

Required Jury Duty: Any Employee who is required to serve as a juror will be granted leave with pay while serving on jury duty contingent upon the Employee paying the SPFE any fees received, minus travel allowance, for such jury service. The Employee may seek to be excused from jury duty.

Military Leave: Employees will be granted leave for military service as required by statute.

Section 2: Non-Compensatory Leaves

Family and Medical Leave Act: Leaves of absence will be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force.

Medical Leave of Absence: If the Employee is unable to work due to an illness/injury, the Employee may request an unpaid medical leave. The Employee will provide, at the time of the leave application, a report from the Employee's physician regarding the nature of the illness/injury and when the Employee will be able to resume work. An Employee may elect to use accumulated vacation time, sick leave or sick leave donations in lieu of taking unpaid time.

Short-term Non-compensatory Leave: An Employee who has completed probation will be eligible to apply for short-term non-compensatory leave of up to a maximum of ten (10) days over a two (2) year period. Approved use of this leave will not result in loss of Employer contribution of the health insurance premium. Approval of a short-term non compensatory leave is subject to the approval of the SPFE Staff Director and to the following conditions:

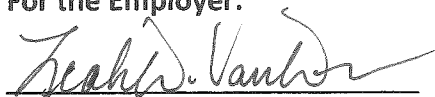
1. Such leave may occur no more than twice in the two (2) year period regardless of the number of days used.
2. Written application must be submitted for approval at least ten (10) working days in advance of the date(s) requested.
3. Among the considerations used for granting or denying requests will be the ability to cover the Employee's duties without undue disruption.
4. No such leave will be approved for use during the first (2) weeks or the last two (2) weeks of school for students.
5. This leave may not be used to extend a break or a holiday.

Section 3 Domestic Partnership

For purposes of this agreement, domestic partner will mean someone who:

1. Is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations;
2. Resides with the domestic partner in the same principal resident and intends to do so permanently; and
3. Is at least eighteen (18) years of age and unmarried; and
4. Is not a blood relative of the other domestic parent; and
5. Is mentally competent; and
6. Is an eligible dependent of Employee for the leaves of absence provided for in Article VI and the insurance coverage provided for in Article VI of this agreement.

For the Employer:



Leah VanDassor, President of SPFE Local 28

For the Guild:



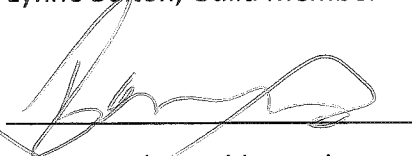
Clara Dockter, Guild Member



Caitlin Reid, Guild Member



Lynne Bolton, Guild Member



Isaac Martin, Guild Member



Candace Lund, Executive Officer