

AGREEMENT BETWEEN

FairVote Minnesota And Minnesota Newspaper & Communications Guild TNG-CWA Local 37002

July 1, 2023 – June 30, 2025



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COLLECTIVE BARGAINING AGREEMENT

Preamble

This collective bargaining agreement (“Agreement”) is entered between FairVote Minnesota Foundation (“Employer” or “FVMN”), a nonprofit grassroots organization, and the Minnesota Newspaper and Communications Guild TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO), for itself and on behalf of the bargaining unit of eligible employees of FairVote Minnesota that it represents (“Guild,” or “Union”).

ARTICLE 1: RECOGNITION

1. Bargaining Unit. The Employer has recognized the Guild as the exclusive collective bargaining representative for a bargaining unit comprised of the following employees of the Employer: all full-time employees; part-time employees working twenty (20) or more hours per week; temporary and contract employees engaged to work for longer than ninety (90) days; (A) including: i) such employees who are Field Organizers; and ii) Regional Organizing Directors that are not employed as supervisors excluded below; (B) excluding: i) all managers and all other directors; ii) supervisors who hire, discipline, or layoff employees or effectively recommend such action using their independent judgement; iii) interns; iv) volunteers; v) persons engaged as bona fide independent contractors; vi) guards; and vii) confidential employees with regular access to confidential labor relations information (“Bargaining Unit”).
2. Bargaining Unit Jurisdiction. Bargaining unit work includes work previously or presently performed by Bargaining Unit employees.
3. New Positions. 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 9 of the Agreement.

ARTICLE 2: UNION SECURITY

1. Dues and Service Fees. Each employee who is a member of the Bargaining Unit (“Bargaining Unit Employee”) shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to Union members and Guild initiation fees and assessments (“Union Dues”) for the period from such effective date or, alternatively, elect not to become a Union member and to instead pay to the Union a service fee not to exceed per pay period dues (“Service Fee”), until the termination of this Contract.
2. Dues Checkoff. FVMN shall distribute to all Bargaining Unit employees, both current and new hires, membership and dues deduction forms provided to it by the Guild provided that such forms are compliant with applicable law. Upon an employee's voluntary written

authorization on such form, the Employer shall deduct Union Dues or Service Fees, as the case may be, from each paycheck of such employee and remit such collected dues and fees to the Guild not later than the 10th day of the following month along with a payroll report showing earnings and categories compensated (regular, sick, vacation, etc.) for each payroll period within the previous month for each Bargaining Unit 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 by the Union notifying the Employer in writing of the changes. Following notice from the Union, such change in rates or amounts will be deducted from future wage payments in accordance with the Employer's regular payroll practice provided the authorization of the employees permits such change. An employee's voluntary written authorization shall remain effective in accordance with the terms of such authorization.

3. Copies of Agreement. FairVote MN agrees to provide copies of the collective bargaining agreement to all new hires.

ARTICLE 3: AUTHORITY OF UNION REPRESENTATIVES

1. Grievance Investigations. A Union Representative who has been previously identified as such to the Employer in writing may request relief from the Employer from the employee's duties at any reasonable time to investigate and settle Grievance issues and present them to the Employer without loss of seniority or benefits. Relief from duty shall be limited to necessary time off. Union Representatives including stewards shall normally conduct union business on their own time.
2. No Loss of Pay. When any Union Representative is relieved from duty on the employee's regularly scheduled shift to attend to Grievance matters, the employee shall not lose any pay. The employee shall complete the Grievance matters as promptly as possible and return to work as soon as the handling of the Grievance is completed.
3. Union Business Leave. An employee may request a leave of absence for union business. Upon written notice, the Employer will grant a Bargaining Unit member leave for the performance of Union business without loss of benefits or seniority unless the leave exceeds fourteen (14) calendar days; provided, however, that such leave shall not be granted in October or through the election in November of any year, nor during the last month of the regular legislative session or during special session if the employer determines that an issue particular to FVMN will be considered during the special session. Given at least 2 weeks prior written notice, the Employer will give any Bargaining Unit member elected as a local delegate unpaid leave to attend district or national conventions, participate in negotiations between other employers and bargaining units, or perform any other Union duties without loss of seniority or benefits; provided, however, that such leave shall not be granted in October or through the election in November of any year, nor during the last month of the regular legislative session or during special session if the employer determines that an issue particular to FVMN will be considered during the special session.

4. Bargaining Team. Up to two Bargaining Unit 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 4: MANAGEMENT RIGHTS

1. Management Rights. It is understood and agreed that the Employer shall retain all of its customary and usual rights, powers, functions and authority of management except as any of these rights, powers, functions or authorities are specifically abridged or modified by express written agreement with the Union. The management rights covered herein include, but shall not be limited to: the right to hire, classify, assign, promote, transfer, demote, suspend, layoff, recall, and discharge employees; the right to determine the size and composition of the workforce to be employed at any given time and to schedule employees to meet the needs of the organization and accordingly to reasonably grant or deny employee scheduling requests in its discretion; the right to locate or relocate work assignments; the right to establish and enforce, and to modify from time to time in its discretion, workplace expectations, rules and policies, including by establishing and enforcing an employee handbook; the right to establish and enforce safety regulations, codes of ethics and conduct, shifts and rest periods, and changes due to technological advancements during the life of this Agreement.
2. Changes Subject to Effects Bargaining. Notwithstanding the above, Employer shall provide the Union with notice prior to adopting or changing a rule or policy where the change will have a significant impact upon one or more members of the Bargaining Unit, and upon written demand of the Union, engage in effects bargaining with the Union before implementation of such changes, and with respect to any sale, merger, or shut down of the Employer or of FairVote Minnesota.

ARTICLE 5: NO STRIKE, NO LOCKOUT

1. No Lockouts. The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.
2. No Strikes. The Union agrees that so long as this Agreement is in effect there shall be no strikes; and, further, no job actions that interfere with or disrupt the Employer's operations.
3. Safety and Health Exception. This no-strike provision does not apply to situations where the safety and/or health of the Bargaining Unit Employees is threatened.

ARTICLE 6: INFORMATION

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, annual salary or hourly rate of pay, date of birth, race or ethnicity (when provided), pronouns (when provided), home address, mobile phone number, work email address.

2. Notification of Changes. 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, discipline, retirements, deaths, promotions and/or transfers out of the bargaining unit
 - c) merit increases granted by name of the Bargaining Unit Employee, individual amount, resulting new salary and effective date
 - d) changes in written, formal job descriptions for Bargaining Unit Employees.

ARTICLE 7: HIRING

1. Salary on Job Postings. The Employer will post a minimum starting salary amount on any job postings for positions within the bargaining unit.
2. New Employee Orientation. As part of orientation to the position, a new employee and an employee designated by the Guild will receive up to one hour of time without loss of pay within the first two weeks of the new employee's start for a questions and answers session about the collective bargaining agreement and the Union.

ARTICLE 8: DISCIPLINE

1. Just Cause Required. FairVote MN shall not discharge or discipline any employee without just cause.
2. Application of Article 10. Article 10: Non Discrimination (see Article 10 below) applies to all forms of discipline and to dismissals.
3. Copies to Employee and Union. FairVote MN shall furnish to the employee a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee soon as reasonably possible after its being placed in the employee's personnel file. The Employer shall furnish upon request from an employee, a copy of the employee's personnel file and with permission from the employee will provide a copy of the same to the Guild. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse.
4. Progressive Discipline. FairVote MN supports the use of progressive discipline to address issues such as poor work performance or misconduct. Progressive discipline is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.
5. Disciplinary Actions. Generally, discipline will be administered in the following order, but FVMN may combine or skip steps in this process depending on the facts of each situation and the nature of the offense:
 - Oral 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 and/or conduct criteria. An oral warning is intended to help the employee develop a solution and/or improve performance and/or conduct 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 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.

Employees shall have the right to have a union representative(s) present at any discussion with the employer that is of an investigatory nature that may lead to discipline, where formal discipline will be administered, and in all grievance meetings. An employee shall be given twenty-four (24) hours advance notice when such discussion or meeting is called by the Employer, except where such notice is consistent with an emergency or urgent nature of the meeting. The employee shall be informed of the nature of the complaint against the employee.

ARTICLE 9: RESOLUTIONS OF DISPUTES, GRIEVANCES AND ARBITRATION

Grievance Defined. A "Grievance" is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of Grievances.

Step 1. Informal: An effort shall be made to resolve the Grievance between the employee and the immediate supervisor. An aggrieved employee may have a Guild representative's assistance with Step 1 upon request from the employee.

Step 2. If a settlement is not reached in Step 1, and the employee and/or the authorized Guild representative wishes to initiate a formal Grievance, it shall be set forth in writing, setting forth the nature of the Grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Employer. No Grievance shall be accepted, which has been filed more than thirty (30) calendar days after the occurrence of the event giving rise to the Grievance or thirty (30) calendar days after the grievant or Guild, through the use of reasonable diligence, should have had knowledge of the event. Within fourteen (14) calendar days after receiving the written Grievance, the Employer and the Guild Representative(s) shall arrange a meeting with or without the grievant and attempt to resolve the Grievance. The Employer shall give management's written answer to the designated Guild Representative(s) within ten (10)

calendar days of the meeting. Failure by the Employer to respond within the designated timeline will be considered a denial of the Grievance.

Step 3. If as a result of the written response in Step 2, the Grievance remains unresolved, FairVote MN and the Guild may mutually agree to request the mediation services of Federal Mediation and Conciliation Service (FMCS) within twenty-one (21) calendar days after the Employer's written answer is due. If mediation is requested, such mediation shall be conducted and completed before either party submits a Grievance to arbitration. Either party can submit the dispute in writing to final and binding arbitration within thirty (30) calendar days following the conclusion of unsuccessful mediation (unless both parties mutually agree to extend the time limit). If neither side requests mediation within twenty-one (21) calendar days after the Employer's written Step 2 answer is due, the Grievance is eligible for step 4 in the Grievance process.

Step 4. If the Grievance cannot be satisfactorily settled by the above steps of this Grievance Procedure, either of the parties may request arbitration by giving the other party written notice of its desire to arbitrate. The decision of the arbitrator shall be final and binding on all parties. If the parties are unable to agree on one arbitrator, either party may request a list of seven (7) prospective arbitrators from the FMCS. Each party, shall in turn, strike one name until one name remains which identifies the selected arbitrator. The parties shall decide who strikes the name first by a coin flip. Either party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. All expenses of the arbitration proceeding shall be shared equally between the two parties, 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 compensation of its own representatives and witnesses.

Extension of Time Limits. Any time limits in this Article may be waived or extended by mutual agreement between the parties.

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

Preservation of Legal Rights. Nothing in this Article of the Agreement shall be interpreted as denying any employee the employee's legal rights.

ARTICLE 10: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

EEO. FairVote Minnesota provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, creed, sex, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, familial status, public assistance, or status as a covered veteran in accordance with applicable federal, state and local laws. FairVote Minnesota complies with applicable state and local laws governing nondiscrimination in employment in every location in which FVMN has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

FairVote Minnesota expressly prohibits any form of unlawful employee harassment based on race, color, creed, sex, religion, gender, gender identity, sexual orientation, national origin, age, marital status, familial status, public assistance, genetic information, disability or veteran status. Improper interference with the ability of FairVote Minnesota employees to perform their expected job duties is absolutely not tolerated.

ARTICLE 11: ANTI-HARRASSMENT POLICY AND COMPLAINT PROCEDURE

Commitment to Respect and Dignity. FairVote Minnesota is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, FairVote Minnesota expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

Policy. It is the policy of FairVote Minnesota to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, creed, sex, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, marital status, familial status, public assistance, or status as a covered veteran. FairVote Minnesota prohibits any such discrimination or harassment.

Reporting Harassment. FairVote Minnesota encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of FairVote Minnesota to promptly and thoroughly investigate such reports. FairVote Minnesota prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, creed, sex, religion, gender, gender

identity, sexual orientation, national origin, age, disability, marital status, familial status, public assistance, veteran status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via email, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered. These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to FairVote Minnesota (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process. Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor. In situations where the issue or concern involves your immediate supervisor, then the affected individual may discuss their concern with the Executive Director or any manager of the organization. The affected individual may discuss their concern with the Board President if their immediate supervisor is the Executive Director.

When possible, FairVote Minnesota encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. FairVote Minnesota recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

FairVote Minnesota encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained.

Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent possible consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. If a party to a complaint does not agree with its resolution, that party may appeal to FairVote Minnesota's Board of Directors.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of an appropriate disciplinary action.

ARTICLE 12: CLASSIFICATION OF EMPLOYEES

Employees shall be classified by the Employer as follows.

- **Regular, full time:** Employees who are hired and regularly scheduled to work FVMN's full-time schedule of forty (40) hours per week. Their engagement will be for longer than ninety (90) days but may be finite and keyed to working until completion of a specific campaign or project. These employees are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefits program.
- **Regular, part-time:** Employees who are regularly scheduled to work less than the full-time schedule but at least twenty (20) hours each week. Their engagement will be for longer than ninety (90) days but may be finite and keyed to working until completion of a specific campaign or project. Regular, part-time employees are eligible for some of the benefits offered by FVMN subject to the terms, conditions, and limitations of each benefits program and this Agreement.
- **Temporary and Contract Work Non-Bargaining Unit:** The employment of a temporary or contract work non-Bargaining Unit employee shall not be permitted to cause the layoff or discharge of a Bargaining Unit employee qualified to do the same work on the same campaign or project. If a temporary non-Bargaining Unit employee is retained beyond ninety (90) days, the employee will be reclassified as a Bargaining Unit employee, full-time or part-time as the case may be. Upon hiring or engaging Temporary and/or contract workers to perform Bargaining Unit work, the Guild shall be notified in writing of such hiring or engagement and the nature of the project or campaign the individuals will work on and its duration.

ARTICLE 13: PROBATION

All new employees shall be on probation for the first thirty (30) days of their employment in a Bargaining Unit position. Probationary employees are covered under all terms and conditions in this Agreement with the exception of the Discipline/Discharge, Grievance Procedure, and

Arbitration Articles. At any time during the probationary period the Employer may discipline or terminate the employee for any reason, including without cause.

ARTICLE 14: HOURS AND WORKLOAD

Work-Life Balance. The Employer 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.

Workload Expectations. Salaried 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.

Days Off. Employees will normally be granted two consecutive days off per work week.

Weeknight Evenings. Employees will not be required to work more than two weeknight evening events that are away from their regular worksite(s) and outside of their regular schedule in one work week.

Compensatory Time. Employees shall accrue compensatory time (“Comp Time”) as follows:

With the exception of the month of October, if in the same calendar month, an employee is required to work on two (2) or more weekends (on a Saturday and/or on a Sunday) after working each day Monday to Friday of that week, except for observed holidays, the employee shall accrue one (1) Comp Time day for the second weekend of work, and one additional CompTime day for working on each additional weekend in that calendar month.

1. Comp Time must be arranged with the employee’s supervisor and used within three months of the date it is accrued (the “Use Period”) unless an extension is approved by an employee’s supervisor; *provided, however*, that if the supervisor does not approve use of the Comp Time during the Use Period then that period shall be extended until the parties mutually agree on scheduling for use of the Comp Time. Further, notwithstanding the foregoing, where some or all of the Use Period falls within the Prohibited Period (as defined below) the Use Period shall be extended after the Prohibited Period by the number of days in the Use Period that otherwise fall within the Prohibited Period.
2. No Comp Time may be used during the period of October 1 through election day in November (the “Prohibited Period”).
3. At the time of an employee’s separation, Comp Time that has been accrued within three months of the employee’s termination date but has not been used, will be converted to PTO and paid out as PTO on the employee’s final paycheck in accordance with the PTO provisions of this Agreement.

If an employee is working more than 50 hours per week frequently, the employee and the employee’s supervisor shall meet to create an action plan to reduce future hours worked per week.

ARTICLE 15: SENIORITY AND REDUCTION IN FORCE

Seniority

- a) Seniority shall be calculated from the employee's hire date with the Employer. Seniority shall prevail in cases of priority for paid time off requests.
- b) Any authorized leave shall not constitute a break in service, and any time spent on leave shall count as service time in the computation of length of service benefits.
- c) Time on layoff shall constitute a break in service, and time spent on layoff shall not count as service time in the computation of length of service benefits.
- d) 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.

Layoff

- a) Notice. Any regular full-time or part-time employee in the Bargaining Unit who is to be laid-off shall be given a minimum of two (2) weeks' notice in writing. At that time, a copy of the layoff notice shall be submitted to the Guild. The Employer shall, upon written demand of the Guild, meet with the Guild to provide a rationale for the layoff, which may include the ending of a campaign, project, or other programmatic work for which the employee was hired coming to a close, reduction or shortfall in funds, or change in the organizational mission.
- b) Layoffs shall be by seniority, classification, and position.
- c) There will be no layoffs of Bargaining Unit Employees when a Non-Bargaining Unit Employee (i.e. temporary employee) is regularly performing work that a Bargaining Unit Employee subject to a layoff would otherwise perform under their applicable job description.
- d) Laid off employees who were members of the Bargaining Unit on the date on which the Employer executed the Voluntary Recognition Agreement with the Union shall receive five (5) weeks' pay as severance.
- e) Bargaining Unit Employees who have more than ninety days' service with the Employer and have successfully completed their probation who are being laid off shall receive severance equal to one week's pay for each complete year of service with the Employer, with a minimum of one week's pay for such employees who have less than one full year of service, up to a maximum of five (5) weeks of pay as severance.

Recall

- a) Employees shall retain recall rights for a period equal to their accrued Bargaining Unit Seniority for up to a maximum of one (1) year.

- b) 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.
- c) Employees shall be recalled per classification and position in reverse order of layoff.
- d) 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.
- e) When a Bargaining Unit Employee who has had a period of ninety (90) consecutive days of employment with the Employer has been laid off returns as an employee of the organization within two (2) years of their layoff, they shall receive credit for past service in the computation of pay and benefits.

ARTICLE 16: VOICE AND PARTICIPATION

1. Labor Management Committee (LMC). The purpose of the Labor Management Committee (LMC) is to promote communication and increased effectiveness within the organization. The LMC is a space for the organization's staff and management to meet together toward the enhancement and positivity of work life and labor relations and to discuss, debate and propose solutions around staff concerns and challenges other than matters in this Agreement that are subject to the Grievance Procedure or otherwise explicitly addressed by this Agreement, or, that are treated as mandatory subjects of bargaining. The LMC is not authorized to bargain or change the language of this Agreement.

The Guild and management shall designate up to three (3) representatives each for membership on the LMC. A representative of the Guild may attend LMC meetings at the bargaining unit members' discretion, with advance notice to FVMN. The LMC will meet within sixty (60) days of the execution of this Agreement. Meetings shall be convened quarterly or otherwise thereafter at mutually agreed upon dates and times.

The position of chair of the LMC shall alternate, meeting by meeting, between the Bargaining Unit Employees and the Employer. The chair is responsible for assuring the meetings are scheduled, confirmed and do take place. In addition, the chair is responsible for co-creating an agenda with a member of the opposite party. The proposed agenda should include mutually agreed upon standing agenda items and be delivered to all committee members at least one day prior to the meeting.

2. Board Agendas. FVMN will distribute the proposed agenda of all board meetings to members of the bargaining unit at least twenty-four (24) hours prior to board meetings or at the point when the agenda is distributed to board directors, whichever is later.

3. Board Minutes. Upon request, FVMN will supply the approved minutes of each FVMN Board of Directors meeting to the Union.

ARTICLE 17: PAY PERIODS

1. Employees will be paid on a biweekly pay schedule.
2. The employer will provide a direct deposit option at no cost to the employee.

ARTICLE 18: PTO & HOLIDAYS

Holiday Pay. FairVote Minnesota recognizes thirteen holidays each year on which all Bargaining Unit employees may take off work without suffering any reduction in pay; or, if the employee is required to work on such holiday, the employee will receive pay for all hours worked at the rate of one and one-half times (1.5x) the employee's normal rate of pay, and may arrange with their supervisor an alternative day off that they may take without reduction in pay. These recognized holidays are the following:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- 2 floating holidays.

Should a recognized holiday fall on a weekend, the holiday will be observed on the weekday closest to the holiday.

Paid Time Off (PTO). All employees are eligible to earn and accrue Paid Time Off (PTO). Regular Part-time employees are eligible to earn and accrue PTO on a prorated basis. PTO shall be governed by the PTO policy in the FVMN Employee Handbook in conjunction with this Agreement, but in no event will current benefits for PTO be decreased or diminished during this Agreement. The FVMN PTO policy is intended to ensure that employees take time off work as needed, and to help ensure their work life balance.

- PTO accrual begins on the first day of full- or part- time employment.
- PTO is accrued annually according to the schedule in this article.
- PTO may be used only after it is earned.
- PTO will not be earned or accrued during an unpaid leave of absence.

Accrual of PTO. Regular Full-time employees earn and accrue PTO throughout the year based on the following full-year amounts of PTO depending on the employee's years of employment for:

- 20 days per year for 1-2 years of employment with FVMN
- 25 days per year for 3-5 years of employment with FVMN
- 30 days per year for 5-10 years of employment with FVMN

Regular Part-time employees earn and accrue PTO prorata based on the percentage of a 40 hour week that they are assigned to work.

All employees are encouraged to plan their time well and use their PTO to avoid exhaustion and ensure they have some time to clear their minds from their work duties.

PTO Use. Use of PTO for any reason other than an emergency or unforeseen circumstance is subject to Employer approval. PTO generally will not be approved for use within 14 days of an election campaign or any other major project on which the employee is expected to be working.

PTO Carryover. Up to ninety (90) hours of PTO may be carried over at the end of the fiscal year. Any unused PTO above this amount will be lost.

PTO Payout on Separation. Accrued unused PTO up to one hundred (100) hours will be paid out at 100% upon separation from employment. Accrued unused PTO above one hundred (100) hours will be paid out at 50% upon separation from employment; *provided, however,* that no PTO shall be paid out where the employee was involuntarily terminated for just cause related to misconduct involving harassment, discrimination, or theft, or resigned and did not give and work a full two weeks' notice.

Personal Leave of Absence. Bargaining Unit employees who have been employed for a minimum of 90 days and need time off in addition to PTO may request a personal leave of absence without pay for a maximum of thirty (30) days. An extension may be approved in the Employer's discretion.

ARTICLE 19: LEAVE

Parental Leave. FairVote Minnesota (FVMN) will provide up to 6 weeks (240 hours, pro rated for Regular Part-Time employees) of paid parental leave to employees within the first twelve (12) months following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. Paid parental leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

In the event an employee has given birth, the six (6) weeks of paid parental leave will commence at the conclusion of any short-term disability paid leave/benefit provided by the Employer to the employee for the employee's own medical recovery following childbirth.

Bereavement Leave. Employees shall be allowed up to five (5) days leave without reduction in pay in the event of death of a family member or other person with whom the employee has a close relationship. An employee may use, with the immediate supervisor's approval, available paid leave for additional time off as necessary and in accordance with operational needs.

Jury Duty. With documentation, the Employer will pay an employee for normal work time that Jury Duty. Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. There shall be no reduction in pay for an employee who has submitted such documentation, is subject to a jury summons, and is spending time on jury duty.

Family and Medical Leave Act (FMLA). The Employer has voluntarily accepted application of the FMLA to the organization and its employees and accordingly has adopted an FMLA policy that appears in its Employee Handbook. That FMLA policy applies to Bargaining Unit Employees.

ARTICLE 20: INSURANCE AND BENEFITS

Medical and Dental Insurance. FVMN will offer medical and dental benefits through a group plan to Bargaining Unit employees. An employee's insurance benefits will begin on the first day of the full month following thirty (30) days of employment. The Employer will not increase the cost-sharing portion of premiums paid by Bargaining Unit Employees that is in place as of July 1, 2023 during the life of this Agreement.

Prior to renewing or shopping for health insurance, the employer, including the Executive Director, will discuss issues and concerns around benefits, access to benefits, and plan design issues with the union in a regularly scheduled LMC.

Retirement Savings. Effective upon ratification of Agreement, employer will match 403(b) employee contributions, dollar for dollar, to a maximum of one percent (1%) of the employee's annual salary, for employees who have been employed for at least three (3) months with FVMN, and one and one-half percent (1.5%) of the employee's annual salary, for employees who have been employed for at least six (6) months with FVMN.

ARTICLE 21: SALARY

Effective July 1, 2023, the minimum salaries for all employees in the Bargaining Unit will be:

Regular Full-time Employees:

Field Organizers: \$47,000 annualized salary, earned pro rata as work is performed throughout the year.

Regional Organizing Directors: \$55,000 annualized salary, earned pro rata as work is performed throughout the year.

Effective July 1, 2023, current employees who receive an increase in pay in compliance with new minimum salaries (see above) will receive a four percent (4%) salary increase after the new minimum is applied to their salary rate.

Effective July 1, 2023, any current employee whose salary rate was above newly effective minimum salaries (see above) will receive a five percent (5%) salary increase.

Regular Part-time Employees:

Minimum annualized salaries for Regular Part-time Employees shall be pro-rated from the above Full-Time salary rates based on the percentage of a Full-Time schedule that the Part-Time employee is engaged to work.

Effective July 1, 2024, all employees shall receive a five percent (5%) salary increase. Effective July 1, 2024, the minimum salaries for all bargaining unit job classifications will be increased by five percent (5%).

There shall be no reduction in salaries or hourly pay rates during the life of this Agreement. Nor shall any Employee be reclassified to defeat the purpose of this Agreement.

The Employer retains the right to pay employees above the minimums listed above, and offer additional salary increases to those listed in this Agreement.

ARTICLE 22: EXPENSES

Employees shall be reimbursed for reasonable and necessary business expenses incurred in carrying out their job responsibilities.

Mobile Phone. Employees who are required to use their personal mobile devices for work-related communications and who submit to the Employer monthly documentation of their expense for such device shall be reimbursed \$50.00 per month.

Personal Computer. The Employer will provide each employee a Chromebook for their use in performing their job duties for FVMN. In the alternative, the Employer will provide an employee who chooses to use their own computer for performing their FVMN job duties with a one-time \$150 stipend in lieu of the Chromebook. Employees will not be responsible for equipment failures or security breaches on FVMN-provided Chromebooks, as long as the employee is following organization's protocols listed in the handbook.

Mileage Reimbursement. An employee shall be reimbursed at the Internal Revenue Service (IRS) per mile rate in effect as of the date that the employee accumulates mileage for the use of his/her automobile required for performing their FVMN job duties. Such reimbursement does not apply to commuting mileage to or from the office from the employee's home or residence.

Driving time (not including commuting time) required by the Employer for performing an employee's FVMN job duties is considered working time.

ARTICLE 23: OUTSIDE WORK

Employees shall be free to engage in any activities or services outside of time the employee is to perform work for FairVote MN, as long as the activities or services do not represent a conflict with the interests of FVMN and do not involve campaign work that violates the neutrality with which FVMN must carry out its work. No employee shall seek or accept any fee or honorarium from another party for work performed in the employee's capacity as a representative of FairVote MN.

ARTICLE 24: SOCIAL MEDIA POLICY

An employee will not be disciplined for posting their opinions or reposting other individuals' opinions about politics or current events on the employee's personal social media account(s) as long as nothing in the account or postings identifies them in any way with FairVote MN.

Employees will not be required to make statements on behalf of FairVote MN on their personal social media accounts, nor will employees be required to use personal social media accounts as vehicles for promoting FairVote MN. Employees will not characterize any of their comments or postings/repostings on social media as being on behalf of FairVote MN.

ARTICLE 25: SAFETY AND HEALTH

1. The Employer agrees to provide a safe and healthy work environment.
2. The Employer shall be responsible for providing Employees with the resources and equipment necessary to do their work.
3. Consistent with the provisions in Article 14. Hours and Workload, supervisors shall allow employees reasonable time to disengage from active calling or door knocking as needed in the employee's discretion to protect their mental health.
4. An employee will notify their manager as soon as possible that they are declining to solo canvass due to safety concerns. In the event an employee who is solo canvassing has concerns about specific turf, they will notify their manager as soon as possible after being assigned their shift or upon arrival at the turf, and the employee and manager will work together to re-assign the employee or assign the employee a shift partner. In the event of employee concerns regarding weather or other natural conditions, the organizer must notify management as soon as they are aware of unsafe conditions. This final provision applies to employees canvassing solo or in a group.

ARTICLE 26: SEVERABILITY

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 negotiate such modifications as are necessary for compliance with law.

ARTICLE 27: WORK LOCATION

Any employee may work outside of the FVMN office two days per week, which may include Monday, Thursday, or Friday, unless in-person attendance by the employee is required for: onboarding, training, or specific events, including team building activities. Employer will use its best efforts to schedule training, onboarding, and team building activities on Tuesdays and Wednesdays.

Employer retains the discretion to require employees to be in the office more frequently if there are documented performance issues regarding an employee.

If an employee seeks additional work-from-home days, they shall present a proposal to their supervisor. Supervisors have the ability to approve a work-from-home schedule for additional days per week, if the Supervisor determines in their discretion that there will be no disruptions to productivity. Employees are still required to come to the office for mandatory training and onboarding, and for specific events, including team-building activities. Additional flexibility may only be approved by the Executive Director.

Employees living more than fifty (50) miles away from the FVMN office may request permission from their supervisor to maintain a fully remote working schedule. Such employees are still required to come to the office for mandatory trainings and onboarding, and for specific events when given at least one week's notice.

This provision shall automatically be removed from successor contracts.

ARTICLE 28: TERM OF AGREEMENT; NOTICE TO BARGAIN MODIFICATION

This Agreement shall be effective July 1, 2023 and shall remain in full force and effect through June 30, 2025.

Between sixty (60) and ninety (90) calendar days before the expiration date of this Agreement (July 1, 2025), either party may give written notice to the other of their desire to propose modifications, revisions or additions to the provisions of this Agreement and to bargain over same.

This Agreement shall be automatically renewed for a one-year term each successive year unless and until such notice is given.

The parties have entered their signatures on this Agreement:

FOR THE EMPLOYER:

Jeanne Massey
Executive Director

Date: _____

FOR THE UNION:

Candace Lund
Executive Officer

Date: _____

Hannah Goodemann
Bargaining Unit Member

Date: _____

Laurence Nelson
Bargaining Unit Member

Date: _____