

AGREEMENT BETWEEN

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

October 31, 2023 – October 31, 2026



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PREAMBLE

This Agreement is made and entered into on October 31, 2023 by and between Hope Community, Inc. (“Employer”) and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, AFL-CIO (“Union” or “Guild”).

Article 1: RECOGNITION

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

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

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

Article 2: UNION SECURITY

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

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

from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

Dues Deduction Form:

To: HOPE Community Inc.

I hereby assign to the Minnesota Newspaper & Communications Guild from any salary or wages earned or to be earned by me as your employee, an amount equal to all union initiation fees, dues and assessments lawfully levied against me by the union for each payroll period following the date of this assignment as certified by the Minnesota Newspaper & Communications Guild.

I hereby authorize and request you to check-off and deduct such amounts from each payroll period for which such initiation fees, dues and assessments are levied and the union so notified you, from any earnings then standing to my credit as your employee, and to remit the amount deducted to the Minnesota Newspaper & Communications Guild.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the collective bargaining agreement between yourself and the union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be renewed automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between yourself and the union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the union by registered mail, or delivered to the union office in person, not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable collective agreement between yourself and the union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

Date Employee's signature Print Name

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

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

Article 3: MANAGEMENT RIGHTS

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

When practical, the Employer will provide the Union staff with at least five (5) business days' notice prior to adopting or changing a rule, policy, or practice that has an impact upon one or more members of the bargaining unit.

Article 4: NO STRIKES, NO LOCKOUTS

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

Article 5: INFORMATION

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

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

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

Article 6: NON-DISCRIMINATION

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

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

Article 7: NEW EMPLOYEES

7.1 Vacancies. The Employer will notify all employees when a vacant position is posted. The Employer will send any newly created job postings to the full Hope staff at least five (5) business days before the position is posted externally.

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

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

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

7.5 Union Introduction. Union stewards will give a specific training about the union to all new employees (including employees not in bargaining unit positions) within the first ninety (90) days of employment.

Article 8: INTRODUCTORY PERIOD

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

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

Article 9: SENIORITY AND LAYOFFS

9.1 Seniority.

- A. Seniority shall be calculated from the employee's hire date with the Employer. Seniority shall prevail in cases of paid-time-off priority.
- B. Any authorized leave shall not constitute a break in service for purposes of seniority, and any time spent on leave shall count as service time in the computation of length of service benefits.
- C. Seniority shall terminate if the employee quits or is discharged for just cause; fails to return to work at the expiration of an Employer-approved leave of absence; retires; or has a break in service of more than 365 calendar days.

9.2 Layoffs.

- A. Notice. In the event of a layoff, the Employer shall give the employee and the Union a minimum of two (2) weeks' notice or shall give the employee the option of two (2) weeks' pay in lieu of notice thereof. Employees may be expected to work throughout the layoff notice period.

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

Article 10: PERSONNEL FILE

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

Article 11: PERFORMANCE MANAGEMENT

11.1 Ongoing Development. Employees will receive ongoing regular coaching from their supervisor about their performance, including feedback about how employees can be more effective in their role and what improvements are needed to align with expectations. As part of these conversations, employees will have the opportunity to ask questions and request support they feel is needed to be successful.

11.2 Performance Improvement Plan. At any time during employment, a performance improvement plan may be used as a tool to improve employee performance in identified areas. The use of a performance improvement plan may occur as part of any corrective action step, or outside of the corrective action process.

11.3 Performance Interview. Before any corrective action is assigned and/or advanced to the next step, an interview will be held which includes the employee, the employee's supervisor, and Human Resources. The purpose of the interview is to discuss the performance concern and review previous communication about the issue with the employee, to ensure that there is sufficient grounds for assigning corrective action.

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

11.5 Corrective Action Process. The right to assign corrective action to an employee is at the sole discretion of the Employer, except that no corrective action shall be implemented without just cause (fair notice, reasonableness, due process, substantial evidence, equal treatment, progressive steps, and proportional action). It is expressly understood and agreed that incidents such as, but not limited to, assault, expressing intention to cause physical harm, theft, intentional destruction of property, and harassment of clients or co-workers in violation of Employer policy, meet the standard of just cause and may warrant skipping one or more corrective steps outlined below.

The aim of corrective action is to be corrective, not punitive. Corrective action will be in the following order, unless the severity of the misconduct warrants the skipping of steps:

- a) **Verbal Warning.** If regular coaching and feedback have not resulted in sufficient improvement, a verbal warning is issued to initiate the formal corrective action process. A verbal warning is intended to help the employee develop a solution and/or improve performance to the appropriate level.
- b) **Written Warning.** A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected.
- c) **Suspension or Final Written Warning.** The Employer may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem, or may issue a final written warning. The timeframe for any suspension shall be provided to the employee in writing.
- d) **Discharge.** The Employer may discharge an employee for an instance of serious or repeated misconduct or performance problem. The Guild shall be notified in writing within three (3) business days if an employee is terminated involuntarily.

During a meeting at which a corrective action is assigned, the employee's supervisor will present the corrective action and ensure the employee understands its contents. The employee will have the opportunity to ask clarifying questions and provide additional context to ensure both the employee and supervisor have a full understanding of the situation and what support the employee may need to meet expectations. The employee will also have the opportunity to provide a written response for inclusion in the corrective action record.

Following a corrective action meeting, a notice of the corrective action assigned will be given to the employee and a copy thereof sent to the Union. A record of all corrective actions assigned shall be kept in the employee's personnel file, including any written response to the corrective action submitted by the employee.

11.6 Corrective Action Timeframe. During a meeting at which a corrective action is assigned, the employee and their supervisor will jointly agree on a timeframe during which the corrective action will be active and progress will be assessed. The timeframe should be of sufficient duration so that the employee has an opportunity to improve on the performance concerns. The expectation is for the supervisor and employee to check in regularly during the corrective action timeframe in order to discuss the employee's progress and communicate feedback. If the supervisor and employee do not agree on a timeframe for the corrective action, the default timeframe shall be fourteen (14) calendar days.

A corrective action timeframe may be extended by the Employer if at the end of the timeframe there are still performance concerns that merit close monitoring and support, but not to the extent that warrants an advancement to the next corrective action step. A corrective action timeframe may also be extended by the Employer if the employee and supervisor have not been able to check in on progress with sufficient frequency, despite best efforts, and/or in the case of the employee's or supervisor's extended leave during the timeframe. In the event that a corrective action timeframe is extended, the basis for the extension and new end date will be communicated in writing to the employee.

If at the end of a corrective action timeframe the performance concerns have resolved or sufficiently improved, the supervisor will notify the employee in writing that the corrective action has been resolved. If substantially related performance concerns arise again within twelve (12) months of the date a corrective action was issued, the Employer may advance the employee to the next corrective action step. If substantially unrelated performance concerns arise at any time, or if substantially related performance concerns arise after twelve (12) months of the date the most recent corrective action was issued, any corrective actions to address such concerns must start at the lowest appropriate step.

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

Article 12: GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

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

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

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

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any

manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual Employee filing the grievance.

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

Article 13: PERFORMANCE EVALUATIONS

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

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

Article 14: VOICE AND PARTICIPATION

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

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

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

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

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

Article 15: SOCIAL MEDIA POLICY

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

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

Article 16: SAFETY AND HEALTH

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

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

Article 17: SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated.

Article 18: EMPLOYEE CLASSIFICATIONS

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

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

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

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

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

Temporary: A temporary employee shall be defined as an employee who is hired to fill a position for a limited time period, not to exceed twelve (12) months. Temporary employees are not part of the bargaining unit. Temporary employees who are transferred to regular full-time or part-time status, provided that their temporary employment was continuous, shall not serve an introductory period (if they have been employed at least ninety (90) days) and their date of hire shall be the date they were hired as a temporary employee.

Article 19: HOURS AND WORKLOAD

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

All 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 prorated for the workload equivalency on which their pay is based.

When the functions of an employee's job can be performed remotely, hybrid and remote work schedules are allowed and will be determined mutually between supervisors and employees. Remote workdays are considered the same as workdays where an employee works on site.

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

Article 20: HOLIDAYS

20.1 Paid Holidays. The following are paid holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

Part-time and full-time employees will be paid for their regularly scheduled hours on the holiday. If a paid holiday falls on a Saturday, the Friday prior will be observed as an official holiday. If it falls on a Sunday, the Monday will be observed.

20.2 Floating Holidays. Full time employees shall receive three (3) floating holidays to use however they so choose. Floating holidays may be used in whole between January 1 and December 31 and may not be carried over to the next year. Employees will not be paid for a floating holiday that is not taken and floating holidays may not be rolled over to the employee's PTO balance. The number of floating holidays available to new employees in their year of hire will be determined on a prorated basis based on the employee's start date as follows: three (3) days January -April; two (2) days May-August; one (1) day September 1 or later.

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

20.4 Office Closure. Effective in 2023, Hope will observe an end of office closure between Christmas Day and New Year's Day during which employees will not be expected to work, with no reduction in pay. In consultation with an employee's supervisor, an employee who works during the office closure period will receive an addition to the employee's PTO equal to the number of hours worked. After 2023, the Employer retains the right to designate a different week for office closure with no reduction in pay for all employees.

20.5 Summer Wellness Fridays. Employees may end their workday at 1 pm on Fridays between Memorial Day and Labor Day with no reduction in pay. On Summer Wellness Friday, employees have the option to work in the afternoon and receive four (4) hours off work in the morning with no reduction in pay.

Article 21: PAID TIME OFF

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

During the term of this agreement, the accrual rates for full-time employees will not be less than the following, but will be prorated for employees scheduled at least thirty-two (32) hours per week but less than forty (40) hours per week:

Length of Service	Accrual Per Year	PTO Bi-Weekly Accrual Rate
0 – 3 years	20 days/year	6.15 hours

3+ – 5 years	24 days/year	7.39 hours
5+ – 10 years	28 days/year	8.62 hours
10+ years	32 days/year	9.85 hours

Accrued and unused PTO will be paid out upon separation of employment except in the first ninety (90) days of employment. Notwithstanding extenuating circumstances, if an employee voluntarily leaves employment without providing two (2) weeks notice, or in the case of termination for gross misconduct, accrued unused vacation will be paid out at fifty percent (50%).

The maximum PTO balance is 240 hours or six (6) weeks. When the balance of PTO hours reaches 240, no additional PTO can be accrued. Employees must monitor their own PTO balances to prevent the loss of PTO hours when the total reaches 240 hours.

Upon hire, an employee will receive an initial forty (40) hours of PTO available for immediate use. New employees will not begin to accrue additional PTO hours until the completion of ninety (90) days of employment.

Article 22: EXTENDED MEDICAL BENEFIT (EMB)

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

Employees must use PTO for the first five (5) days of EMB-eligible absence before accessing EMB time. If an employee has insufficient PTO hours to cover the first five (5) days, EMB hours will become available for use at that time.

Article 23: LEAVES OF ABSENCE

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

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

23.3 New Parent Leave. An employee will receive a paid leave of absence of up to twelve (12) weeks in the first year of becoming a parent to a newborn, newly adopted, or newly placed foster child.

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

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

23.6 Sabbatical Leave. The Employer will offer sabbatical leave to eligible bargaining unit employees on the same terms and under the same conditions as non-bargaining unit employees.

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

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

Article 24: INSURANCE AND OTHER BENEFITS

24.1 Medical Insurance. The Employer will offer medical insurance to eligible bargaining-unit employees on the same terms and under the same conditions as non-bargaining unit employees, as may be changed from time to time in its sole discretion. Through the duration of this Agreement, the Employer shall pay one hundred percent (100%) of the cost of the Single health insurance premiums for eligible employees who do not elect dependent coverage. Effective January 1st, 2024 for employees who elect dependent coverage, the Employer shall pay at least ninety percent (90%) of the employee's premium, and at least twenty percent (20%) of all dependent premiums.

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

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

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

24.5 Retirement Savings. The Employer will provide a 401(k) plan for employees to contribute to on the same terms and under the same conditions as non-bargaining unit employees, as may be changed from time to time in its sole discretion. The Employer shall provide a 50% match on an employee's contributions each year, up to a maximum annual contribution of 3% of an employee's annual salary. An employee is not eligible to receive a match until the first full pay period after their one-year anniversary.

Article 25: EXPENSES

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

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

25.3 Remote Technology Capabilities and Devices. Through the life of this agreement, full-time employees will continue to be reimbursed for up to a maximum of fifty-five dollars (\$55) per month for expenses related to mobile data plans and/or internet coverage.

Article 26: SALARY AND WAGES

26.1 Minimum Salary. Effective January 1, 2024, the minimum annualized wages for all positions within the bargaining unit will be \$45,000.

Effective the first full pay period each January thereafter, the minimum salary will increase by two percent (2%).

26.2 Longevity Increases. On the first full pay-period on even years of anniversary date of hire, each employee shall receive a two percent (2%) increase to the employee's base pay.

26.3 Annual Increases. Beginning in 2024, effective the first full pay period after each January 1st, employees shall receive a cost-of-living increase of two percent (2%).

26.4 Merit Increases. The wage rates set forth in the collective bargaining agreement are minimum rates. The Employer may, in its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification. If the Employer provides an employee a higher rate, the Employer will notify the Union in writing.

26.5 Working out of Job Class. Whenever an employee is assigned to perform the duties of a position which is temporarily unoccupied and expected to be long term, a review will occur to determine whether and to what extent the assigned duties represent work that is above the level of the employee's current role. The review is facilitated by Human Resources and includes the employee, their supervisor, and a Union representative, if requested by the employee. If it is determined that the nature of the duties are such that they warrant a temporary increase to base salary, the amount of such pay is determined through the review process, and will not be less than five percent (5%) of the employee's base salary. In the event that multiple employees are assigned temporary duties deemed compensable under this section, the base pay increase percentage may be allocated among them. When the arrangement is due to a vacant position, the temporary increase will be in effect through one full pay period after the start date of the new employee.

Article 27: SUCCESSIONSHIP

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


Article 28: DURATION

This Agreement shall be in full force and effect from October 31, 2023 through and including October 31, 2026, and then from year to year thereafter, unless at least sixty (60) days prior to

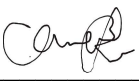
the termination of the initial period or any yearly period, either party shall serve on the other party, written notice that it desires to modify or terminate this Agreement.

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


For the Guild:




Lauren Daumueller 11 / 06 / 2023



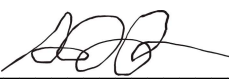
Carmen Bustamante 11 / 06 / 2023




Ryana Holt 11 / 06 / 2023



Margaret Otte 11 / 06 / 2023



Samantha Johnson 11 / 06 / 2023



Candace Lund 10 / 31 / 2023

For the Employer:



Will Delaney 10 / 31 / 2023



Chaka Mkali 10 / 31 / 2023

Memorandum of Understanding

Hope Community and MN Newspaper & Communications Guild – TNG-CWA Local 37002

The parties agree that they will meet prior to September 2025 for contract reopener negotiations on the sole subject of impacts to leave policy due to the implementation of the Minnesota Paid Family and Medical Leave legislation effective January 1, 2026.

For the Guild:



Candace Lund

10 / 31 / 2023

(date)

For the Employer:



Will Delaney

10 / 31 / 2023

(date)



Chaka Mkali

10 / 31 / 2023

(date)