

Contract Between

**Minnesota Newspaper
and Communications
Guild, TNG-CWA Local
37002**

and

Clean Water Action, Inc.

July 1, 2023 – June 30, 2026

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ARTICLE 1: CONTRACT CONDITIONS

1. Term of Articles

These Articles shall become effective on July 1, 2023 and shall remain in full force and effect until midnight on June 30, 2026. No modification to this agreement shall be effective unless signed by the above-mentioned parties.

2. The Agreement

The parties hereto agree that collective bargaining shall be carried on between the authorized representatives of Clean Water Action hereinafter referred to as the "Employer," and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 (AFL-CIO, CLC), hereinafter referred to as the "Guild," concerning the terms and conditions of employment applicable to employees identified in Section 1.4 of this Article, for whom the Guild is the recognized bargaining agent on the effective date of this Agreement.

No agreement shall be effective and binding upon the Employer or the Guild unless and until it is signed by the authorized representatives of the Employer and the Guild. Any subject included in this Agreement shall supersede all current and future policies and practices.

The Employer will provide an electronic version of the CBA agreement to all new bargaining unit employees.

3. Mutual Responsibility

The Employer and the Guild recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Guild and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Guild's status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and to the measures they have agreed upon to ensure adherence to this purpose.

4. Recognition

With respect to rates of pay, wages, hours of employment, and other conditions of employment, and except as provided in this section, the Employer hereby recognizes the Guild as the exclusive bargaining agent for Minnesota-based non-supervisory Phone Canvass, Field Canvass and Program Staff that are in units represented by the Guild at the time this Agreement is negotiated. This recognition does not extend to any new offices established by the Employer. The Employer will not permanently transfer work being performed in a represented office to a non-represented office.

In the event the Employer establishes new or additional duties assigned to the bargaining unit, the Employer will give the Guild reasonable notice of its decision. Following notice and discussion with the Guild, the Employer may proceed to staff such work.

In the event the Employer elects to establish any new job classifications, the Employer will proceed under the terms and conditions it deems appropriate. The Employer will give the Guild reasonable notice of its decision. If the Employer and the Guild can reach agreement regarding representation issues within ten (10) working days, the work will be assigned within the

bargaining unit. If CWA and the Guild cannot reach agreement regarding representation issues within the ten (10) working days, the Employer may proceed to assign such work as it deems appropriate. The time in this item may be adjusted by mutual agreement. By agreeing to this paragraph, the Guild in no way concedes any rights available under Section 2 (11) of the NLRA as amended.

5. Exclusions from this Contract

The following are excluded from this contract: All Minnesota based executive and supervisory employees, phone managers, field managers and project managers, subject to Section 1.4 and confidential employees directly involved in the formulation of Employer's labor relations policy.

6. Legal Compliance

Should any provision of this Agreement contained herein at any time during its term be declared to be invalid, unenforceable or in violation of any federal or state law by a court of competent jurisdiction or an authoritative governmental agency, then such provision shall continue in effect only to the extent permissible under law; however, all other provisions of this Agreement shall continue in full force and effect.

7. Non-Discrimination Policy

The Employer and the Guild agree that neither party shall unlawfully discriminate against any employee because of that employee's race, color, national origin, religion, age, sex, sexual orientation, gender, gender expression and identity, marital status, disability, creed, Guild membership or any other ground prohibited by applicable federal, state, or local laws. This equal opportunity policy applies to veteran status or any other legally protected characteristic. This policy covers all aspects of employment, including hiring, promotions, terminations, pay, work environment and Guild membership and leadership. Employees should consult the posters in each workplace to determine all the specific characteristics protected by state or local law.

8. Personnel Records

- a) For current employees, upon written request, the Employer shall provide the employee an opportunity to review the employee's personnel record or accurate copy once a year as long as the files are maintained. This will be during the Employer's normal hours of operation at the employee's place of employment or other reasonably nearby location, but need not be made available during the employee's working hours. The employee may, if he/she/they chooses, be accompanied by one coworker during such a review of the employee's file. The Employer may require that the review be made in the presence of the Employer's representative/s. All persons reviewing such personnel record shall keep the information confidential unless needed pursuant to the grievance procedure of this Contract or other legal proceeding.

The Employer shall comply with a written request no later than seven working days after the receipt of the request if the records are located in Minnesota or 14 working days if the records are located outside of Minnesota. The Employer shall not charge a fee for a copy of such records under a request pursuant to this provision.

- b) If an employee disputes specific information contained in the employee's personnel record, the Employer and the employee may agree to remove or revise the disputed information, and if an agreement is not reached, the employee may submit a written statement specifically identifying the disputed information and explaining the employee's position. The employee's position statement may not exceed five written pages. The position statement must be included along with the disputed information for as long as

that information is maintained in the employee's personnel record. A copy of the position statement must also be provided to the Guild and any other person who receives a copy of the disputed information from the employer after the position statement is submitted.

- c) The Employer shall notify an employee of any negative personnel action placed in his/her/their personnel record. The employee shall give written affirmation of the receipt of such notice. Such affirmation shall acknowledge that the employee has received such notification and shall not imply either agreement or disagreement with the contents of the action. The Employer shall notify the Guild of any disciplinary action that will be placed in an employee's personnel record, including any warning, suspension, demotion, discharge or when points assessed are nearing action threshold. When an employee is counseled or receives a warning of suspension, demotion or discharge that is to be recorded in the employee's personnel file, the Guild and the employee will be afforded an opportunity to read and review the entry.
- d) For former employees, upon written request they may review or request a copy of the employee's personnel record once at any time within one year after separation. In the cases of separation as a result of discipline, the Guild may request a copy of the personnel file as of the date of such action.
- e) The Employer may deny the current or former employee the right to review the employee's personnel record if the employee's request to review is not made in good faith. The burden of proof that the request to review is not made in good faith is on the Employer. The Employer shall not charge a fee for a copy of such records under a request pursuant to this provision.

9. No Strike – No Lockout

- (a) The Guild and the employees represented by it agree there shall be no strikes, sympathy strikes, slowdowns, or stoppages of work or any other action which would curtail or impede any of the operations of the Employer, and that all disputes arising during the term of this Agreement shall be settled through the grievance and arbitration provisions. Should any such interference occur, the Guild is to immediately order such action to cease. The Employer agrees it will not lockout during the term of this contract.
- (b) No employee shall be compelled to cross any sanctioned picket line of any Guild or organized labor picket line during the performance of the employee's duties.

10. Employer Rights

It is recognized that except as specifically modified by this Agreement, the Employer retains all inherent managerial rights and any rights and authority necessary to operate and direct the affairs of the Employer in all its various aspects. These rights include, but are not limited to: determine its policies, functions and programs; determine and establish budgets; utilize technology; select, assign, direct, evaluate and promote employees; plan, direct, and control all the operations and services of the Employer; schedule working hours; determine staffing requirement and job assignments; hire and fire consultants; make and enforce reasonable rules and regulations affecting terms and conditions of employment; set and enforce standards for performance by employees. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

11. Definitions

The following shall have the same definition throughout this Contract unless otherwise defined with that Section:

- (a) **Days.** Days shall mean calendar days, unless otherwise specified.
- (b) **Employee.** The term "employee" shall mean an individual or group of employees, or the Guild, as long as the individual or group of employees are members of the bargaining unit.
- (c) **Guild Representative.** Guild Representative shall mean those individuals designated by the Guild in accordance with Article XIV, Section 6.2(C)(6).
- (d) **Canvass Management Network.** Canvass Management Network shall mean an independent organization that CWA contracts with to provide management and/or fundraising assistance based in Minnesota.
- (e) **Management.** If not specifically referenced as the Human Resources and Culture Director, the National Managing Director (NMD), Chief Financial and Administrative Officer (CFAO) or such other position as designated by the President.

ARTICLE 2: GUILD SHOP

1. Eligibility for Guild Membership

- (a) After 60 days of continuous employment, the Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing except for employees who communicate upon initial employment his/her/their intent to return to school or leave within 100 days of employment. No employee shall be eligible for Guild membership until after 60 days of continuous employment with the Employer.
- (b) The Employer shall provide all Unit employees, both current and new hires with the membership and dues forms provided it by the Guild, but the Employer shall not be required to deduct any initiation fees, dues or assessments in accordance with Section 2.4 until after the 60th day of continuous employment. All compensation received by an employee on or after the 60th day of continuous employment shall be subject to this provision regardless of whether such compensation was earned before 60 days of continuous employment.
- (c) Unless otherwise specifically stated, Articles 4, 5, 6, 7, 12, 13, 14, and 15 shall not apply to any employee until after 60 days of continuous employment.
- (d) The Employer shall provide an opportunity on a monthly basis for a Guild steward or other Guild representative to meet with new union members. Management will provide a location, but it should be outside of normal work hours and is considered unpaid time.

2. No Interference from Employer

There shall be no interference or attempt to interfere with the operations of the Guild.

3. Bulletin Boards

The Employer agrees to provide bulletin boards suitably placed in the Minnesota office for the use of the Guild.

4. Dues Deduction

Upon receipt of an employee's membership dues form, the Employer shall deduct once per month from the earnings of such employee and pay to the Guild not later than the 15th day of each month an amount equal to Guild initiation fees, dues and assessments. 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.

5. Dues Deduction Form

The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Clean Water Action

I hereby assign to the CWA Local 37002, and authorize the Employer to deduct monthly from any salary earned or to be earned by me as an employee, an amount equal to Guild dues and assessments as certified by the Treasurer of the Guild starting in accordance with the terms of the Agreement. I further authorize and request the Employer to remit the amount deducted to the Guild no later than the 15th day of each month.

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 contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail 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 contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is in accordance with the Collective Bargaining Agreement and as a condition of my employment in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

_____ Employee's signature

_____ Date

6. Availability of Dues Forms

The Employer shall provide all Unit employees, both current and new hires with the membership and dues forms provided electronically by the Guild.

ARTICLE 3: INFORMATION

1. Providing Employee Information to Guild

(a) The Employer shall supply the Guild on request, but not more than once per quarter, with a list containing the following information for each employee in the bargaining unit and employees eligible to be in the bargaining unit upon 60 days of continuous employment:

- Name, address, sex and date of birth;
- Date of hire;
- Classification/ Department;
- Salary, including any commission or bonus arrangements, or other forms of compensation;
- Salary and classification changes by name of the employee, individual amount, resulting new salary and effective date;
- Resignations, retirements, deaths and other revisions in the data listed above and effective dates.

(b) The Employer shall supply a report to the Guild by the 15th of each month that lists all members of the bargaining unit in the previous month, the amount of dues and/or initiation fees withheld from each employee in that month, and any additions or deletions from the bargaining unit (including new employees who became eligible for membership in the bargaining unit during the month or employees who resigned or were terminated during the month). That report would include name, department and job classification, date of eligibility for the Guild or date of termination, and amount of dues and/or fees withheld.

2. Confidentiality of Employee Information

The Guild agrees to maintain the confidentiality of such information provided by the Employer under this provision and not to distribute such information beyond the Guild's representatives unless otherwise necessary to fulfill the terms of this agreement.

ARTICLE 4: HIRING AND DISCIPLINE

1. Posting of Positions

The Employer shall post all position openings for at least 10 days and give full consideration to the hiring of candidates from among its employees. An employee desiring to fill a vacancy shall notify their Supervisor in writing of his/her/their intention to submit a written application, consistent with the directions provided by the Employer, within the period outlined in the posting. Current employees who have applied for a vacancy shall be given the opportunity to interview for the vacant position. Employees who are away from work due to leave of any sort or a cross train shall be notified of job postings.

2. Filling of Positions

In general, it shall be the Employer's practice to hire or promote the most qualified internal candidate. An external candidate may be hired if A) the qualifications of the external candidate are substantially greater than those of the most qualified internal candidate; B) if there are compelling business reasons to offer the position to an external candidate rather than a qualified internal candidate; or, C) If it enhances our workforce diversity goals. If an external candidate is

selected when a qualified internal candidate has applied for a posted position, the Guild shall be so advised. A qualified internal candidate not promoted or hire under A) or B) above shall be given special consideration for any subsequent opening in the same or similar classification provided that he/she/they remains qualified. Nothing in this Agreement shall be construed as preventing Unit members from applying for positions outside the Unit or preventing non-Unit members, working for the Employer at the represented facility, from applying for positions within the Unit.

3. Employment Information

The Employer shall supply the Guild with information as to hiring and promotional standards and procedures, and any changes.

4. Just Cause Employment

- (a) Disciplinary action, up to and including discharge, may be imposed on employees only for just and sufficient cause and shall be corrective where appropriate. If the Employer believes that there is just cause for discharge, the employee will be notified in writing of the reason(s) therefore, and the effective date of the discharge. The Guild shall have the right to take up a discharge at the Second step of the Grievance Procedure. An employee found to have been unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties or the decision of the Arbitrator.
- (b) Discipline includes only the following, but not necessarily in this order for serious offenses:
 - 1. **Oral Reprimand.** Oral Reprimands shall be identified as such to the employee and become a part of an employee's personnel file. Day-to-day coaching shall not constitute an Oral Reprimand.
 - 2. **Written Reprimand.** When any disciplinary action more severe than an Oral Reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee and the Guild in writing of the action and the specific reason(s) for such action.
 - 3. **Unpaid Suspension.** All suspensions must be served away from the worksite.
 - 4. **Discharge.**
- (c) **Cause for Disciplinary Action.** Minor offenses are those violations, including but not limited to discourteousness, that are not to be repeated but for which the Employer will not depart from the order in paragraph (b) above. Serious offenses are those that constitute willful misconduct or violations of such a serious nature that continued employment of the individual may not be in keeping with the best interest of the Employer. Because of the Employer's unique position in the non-profit community, the Guild and Employer agree that the following are serious matters and that the Employer may depart from the disciplinary procedure in paragraph (b) above. These serious matters shall include, but not be limited to one or more of the following:
 - 1. Insubordination, including, but not limited to, refusal to do assigned work, defaming, assaulting or threatening to assault a supervisor or co-worker, offensive or abusive conduct or language toward other employees or the public.
 - 2. Theft, including but not limited to, the removal of company property or the property of another staff member from company premises without prior authorization.

3. The breach of any fiduciary duty in relation to employment, including the handling and reporting of any contributions to the Employer or membership information.
4. Intentionally, or through gross negligence, misleading any member of the public regarding the Employer's programs or policy positions.
5. Drugs/alcohol possession, use, sale, purchase, or distribution on organization property. Also, reporting to work after having ingested alcohol or illegal drugs, and in a condition that adversely affects the employee's ability to perform his/her/their job functions or that would imperil the safety of other staff members;
6. Engaging in unauthorized political activity during assigned hours of employment.
7. All forms of harassment, including but not limited to, harassment based on race, sex, sexual orientation or other protected categories, and/or inappropriate behavior or remarks to employees, supervisors, contractors, potential donors, members, donors, or members of the public.
8. Violation of the requirements of Article II of the collective bargaining agreement relating to the payment of Guild dues or service fees.

ARTICLE 5: JOB CLASSIFICATIONS

1. Job Classifications

Staff positions in the organization are classified into three Job Classifications: Phone Canvass, Field Canvass, and Program. The Employer shall notify the Guild if it creates new positions or consolidates existing positions. The salaries and wages in this Agreement are minimum rates. The Employer may pay Guild members above the contractually agreed salaries and wages.

(a) Field Canvass Staff

As of the effective date of this Contract, the Field Canvass Staff shall include the positions of Field Canvasser, Field Trainer, Field Crew Leader, and Field Canvass Office Assistant.

- (i) **Field Canvasser.** Field Canvasser duties shall include, but not be limited to:
 - Membership recruitment and fundraising to meet organizational goals;
 - Field outreach to meet project and campaign goals;
 - Representation of the organization to the public;
 - Fiduciary responsibilities for collecting, tracking and reporting on funds raised;
 - Accurately tracking and completing nightly paperwork as determined by the Employer.
- (ii) **Field Trainer.** Field Trainer duties shall include, but not be limited to:
 - Membership recruitment and fundraising to meet organizational goals;
 - Field outreach to meet project and campaign goals;
 - Representation of the organization to the public;
 - Fiduciary responsibilities for collecting, tracking and reporting on funds raised;
 - Training and retraining of trainees and staff;
 - Reporting and analysis of the progress of trainees and staff in training;
 - Leading field crews as needed;

- Accurately tracking and completing nightly paperwork as determined by the Employer.

(iii) **Field Crew Leader.** A Field Crew Leader must meet or exceed the job duties of a Field Trainer listed above. Crew Leader duties shall include, but not be limited to:

- Assisting Field Managers with determination of turf, maintaining turf maps, opening and closing towns, maintaining and filing turf reports;
- Driving responsibilities, including maintaining a clean driving record and maintaining canvass vehicles;
- Communication link between field staff and the Field Manager;
- Joint analysis with staff and Field Managers;
- Facilitate send offs to field and trunk talks with focus on analysis and canvass goals;
- Assist maintenance of canvass administration/data systems in an accurate and legible manner;
- Creating a positive work environment/solution oriented approach to conflict;
- Communicating standards, articulating the Employer's mission, strategic plan, decision making process the staff.

Field Crew Leaders do not have the authority to hire, fire, discipline employees, or recommend such actions.

(iv) **Field Canvass Office Assistant.** A Field Canvass Office Assistants duties shall include:

- Provide phone reception and greet visitors;
- Answer job calls for field canvass, screen applicants and set interviews;
- Maintain job call tracking logs;
- Assist with general office upkeep;
- Assist in monitoring supply needs and preparing supply orders when requested;
- Assist Field Canvass Director with administrative tasks as assigned.

(b) **Phone Canvass Staff**

As of the effective date of this Contract the Phone Canvass Staff shall include the positions of Phone Canvasser, Phone Trainer, Verifier, Phone Crew Leader, and Administrative Assistant.

(i) **Phone Canvasser.** Phone Canvasser duties shall include, but not be limited to:

- Retaining members and raising funds from the membership via the phone to meet organizational goals;
- Activating members on campaigns and increasing the financial support of members;
- Phone outreach to meet project and campaign goals of the Employer;
- Representing the organization to the membership;
- Fiduciary responsibilities for accurately tracking and reporting on funds raised;
- Accurately tracking and completing nightly paperwork as determined by the Employer;
- Other administrative duties as assigned.

- (ii) **Phone Trainer.** Phone Trainer duties shall include, but not be limited to:
- Retaining members and raising funds via the phone to meet organizational goals;
 - Activating members on campaigns and increasing the financial support of members;
 - Phone outreach to meet project and campaign goals;
 - Representing the organization to the membership;
 - Fiduciary responsibilities for accurately, tracking and reporting on funds raised;
 - Training and retraining of trainees and staff;
 - Reporting and analysis of the progress of trainees and staff in training;
 - Accurately tracking and completing nightly paperwork as determined by the Employer;
 - Other administrative duties as assigned.

- (iii) **Verifier.** Verifier duties shall include, but not be limited to:
- Verifying phone canvass pledges;
 - Data entry and member information verification;
 - Other administrative duties as assigned.

- (iv) **Phone Crew Leader.** Phone Crew Leaders duties shall include, but not be limited to:
- Assist Phone Managers with implementation of the crew plan;
 - Be communication link between phone staff, phone manager, and Canvass Director;
 - Assist with member and data administration;
 - Other administrative duties as assigned.

Phone Crew Leaders do not have the authority to hire, fire, or discipline employees.

- (v) **Administrative Assistant.** Administrative Assistant duties include:
- Provide Administrative support to the Canvass Director and Lead Administrator including help to prepare a wide range of reports;
 - Data entry and record-keeping;
 - Raiser's Edge member and donor follow-up and reports;
 - Other duties as assigned.

(c) **Program Staff**

As of the effective date of this Contract, the Program staff shall include the positions of Senior Organizer, Organizer, and Office Manager.

- (i) **Senior Organizer.** Senior Organizers can be for any programmatic area, including but not limited to the areas of policy, political, campaigns, communications, organizing, and technology. General duties shall include:
- Develop and lead priority campaigns within the organization and with allies;
 - Represent the organization to agencies, elected bodies, groups, the media and the community;
 - Provide research and policy support for priority campaigns;
 - Lead campaign planning and strategy;

- Exercise organizational and fiduciary responsibilities as required;
- Work with State Director to raise funds to support the development and implementation of organization campaigns;
- Coordinate staff and volunteers as needed;
- Organize campaign events and assist with organizational events;
- Manage campaign messaging and materials development to support efforts;
- Other tasks as assigned.

(ii) **Organizer.** Organizer duties shall include:

- Organize outreach for particular campaign or in particular regions to build the organization and meet organizational goals;
- Represent the organization to groups, media and the community on assigned projects and in assigned communities;
- Assist with implementation of priority campaigns;
- Assist with coordinating events as needed;
- Organize staff and volunteers as needed;
- Exercise organizational and fiduciary responsibilities as required.

(iii) **Office Manager.** Office Manager duties shall include, but not be limited to the following:

- Answer front desk phones and greet visitors;
- Answer job calls for phone and field canvass, screen applicants and set interviews;
- Maintain job call tracking logs;
- Help prepare for conferences and meetings;
- Process outgoing mail and assist with bulk mail;
- Assist with general office upkeep;
- Assist in monitoring supply needs and preparing supply orders when requested;
- Assist with processing incoming mail;
- Assist canvass directors with administrative tasks as assigned;
- Assist State Director and Program staff with administrative support as needed.

2. Employees Working in More Than One Job Classification

An employee will have one primary job classification. An employee who volunteers to work in an additional job classification will be paid at the rate for that job classification for hours worked. An employee assigned to work in a lower-paying classification shall receive the rate of pay of their primary job classification for hours worked in a day.

ARTICLE 6: PAY

1. Base (Starting) Wage or Range

The following base wage scale applies to all bargaining unit staff as of July 1, 2023:

Field Staff (non-exempt)		As of July 1, 2024	As of July 1, 2025
Canvasser	\$18.00	\$19.00	\$20.00
Trainer	\$18.50	\$19.50	\$20.50

Office Assistant	\$17.00	\$17.50	\$18.00
Phone Staff (non-exempt)			
Canvasser	\$17.00	\$17.50	\$18.00
Trainer	\$17.50	\$18.00	\$18.50
Verifier	\$17.00	\$17.50	\$18.00
Administrative Assistant	\$17.00	\$17.50	\$18.00
Program Staff (non-exempt)			
Office Manager	\$17.00	\$17.50	\$18.00
Program Staff (exempt)			
Senior Organizer	\$53,000	\$53,000	\$53,000
Organizer	\$47,000	\$47,000	\$47,000

2. Existing Bargaining Unit Staff Raises, by date

- July 1, 2023
 - Field employees (except Office Assistant) - \$1.00 per hour
 - Phone employees, Office Assistant, and Office Manager - \$1.25 per hour
 - Programs employees (except Office Manager) – raised to the new minimums
- July 1, 2024
 - Field employees (except Office Assistant) - \$1.00 per hour
 - Phone employees, Office Assistant, and Office Manager - \$0.50 per hour
 - Programs employees (except Office Manager) – \$500 pro-rated
- July 1, 2025
 - Field employees (except Office Assistant) - \$1.00 per hour
 - Phone employees, Office Assistant, and Office Manager - \$0.50 per hour
 - Programs employees (except Office Manager) – \$500 pro-rated

3. Determination of Starting Wage and Ranges

The Employer shall determine the salary range for a position based on the following criteria: funding availability, special skills or knowledge required, education level required, level of responsibility for campaign operation or oversight, cost of living differential, development responsibilities.

The Employer shall determine the starting salary for an individual based on the following criteria: level of education and experience, relocation requirements, specialized skills or knowledge and work experience within Clean Water Action.

The Employer and the Guild shall meet upon the Guild's request within 30 days after an individual is hired in the above classifications to review the application of the criteria for salary range and starting salary.

4. Grace for Canvassers

- a. **Field Grace Period.** Staff employed at least ninety (90) calendar days are eligible for one grace period per calendar year, for which a weekly quota miss will not count against them.
- b. **Phone Grace Week.** Staff employed at least ninety (90) calendar days are entitled to one grace week per year for which a weekly quota miss will not count against them.

5. Crew Leaders

Crew Leaders earn the same base as Trainers plus \$2.00 per hour bonus over current rate for applicable days. Crew Leaders pay shall apply only to shifts worked all or in part as a Crew Leader. Any Canvasser or Trainer may qualify as a Crew Leader upon meeting the qualifications determined by the Employer.

6. Contract Canvass Shifts

Field and Phone canvass staff assigned to contract work who meet performance standards will not be paid less than the average hourly rate of base plus bonus the Employee received over the previous four (4) pay periods (8 weeks).

7. Pay Raises

Employees will be notified in writing of the amount of the pay raise and when the pay raise is to take effect. New pay rates shall be effective on the date the new job assignments are effective. For employee's changing Departments, their anniversary date for their annual pay increases changes to their new position date. An employee's benefits are based upon the hire date which is the first day of training.

In the event of financial shortfalls in Minnesota or nationally which require financial adjustments, Employer and the Guild will meet to discuss options.

8. Anniversary Raises

Anniversary pay raises shall be provided to staff but such raises are dependent on satisfactory performance reviews. If the Employer contends an anniversary pay raise should be denied as a result of an unsatisfactory performance review, the Employer, the Guild, and the employee will meet to discuss the unsatisfactory performance review. In such circumstance, the employee shall be given another performance review within sixty (60) days after the previous review. If the employee receives a satisfactory performance review at that time, the employee shall be granted the anniversary raise effective at the time of the satisfactory performance review. If the employee receives a second unsatisfactory review, the employee shall not be eligible for a pay raise until their next anniversary date. The employee's anniversary date shall not change as a result of this provision. Performance reviews shall be completed within thirty (30) days of the employee's anniversary date and any raise will be retroactive to the anniversary date.

- a. Non-exempt staff qualify for an anniversary raise of \$0.40 per hour based on a prorated percentage of full-time work and a satisfactory annual performance review.
- b. Program staff anniversary raises are based on job classifications and satisfactory performance reviews. Raises are prorated based upon percentage of work as it relates to full-time.
 - \$1,600 for Senior Organizers
 - \$1,300 for Organizers

9. Bonuses

Canvassers, Trainers, and Crew Leads may qualify for bonuses established by the Employer. All Field Canvassers and Field Trainers must establish and maintain the buffer set in Article 8.2.a in order to qualify for bonuses.

- a. **Longevity Bonus.** Each Program Staff employee with five (5) years or more seniority shall receive a one-time longevity bonus of \$1,000 added to their base pay.

Additional longevity bonuses of \$1,000 shall be paid to each employee in successive seniority intervals of five (5) years thereafter.

ARTICLE 7: HOURS AND OVERTIME

1. Standard Workweek

The standard workweek is forty (40) hours per week. Non-exempt staff will be paid at a rate of one-and-one-half (1.5) times their normal hourly base rate for hours worked beyond forty (40) hours in any one workweek. Hours worked beyond forty (40) hours in any one workweek must be approved in advance by their supervisor.

2. Hours and Overtime

The Employer shall set the hours for various types of phone shifts, field projects, and fundraising schedules. The Employer shall set and post the schedule for non-exempt staff at least fourteen (14) days in advance, where possible.

- a. **Phone Hours.** All employees in the phone canvass classification shall submit a weekly schedule to the Employer. The Employer shall make a reasonable effort to accommodate the schedule requests from staff. After an employee's schedule is set, any changes must be approved by the Employer.
- b. **Field Hours.** Unless an employee requests reduced hours, the Employer will provide a minimum of sixty-five (65) hours paid work per pay period in field positions: Canvassers, Trainers, and Crew Leaders. The exact hours scheduled may be modified to adjust for long days and avoid exceeding forty (40) hours in a week.

3. Unexcused Absences or Tardiness

Repeated unexcused absences or tardiness is grounds for disciplinary action, up to and including discharge. A point system has been established through agreement with the Guild regarding the level of minor and serious offenses that absence and/or repeated tardiness shall constitute.

4. Shift Cancellation

Management can cancel shifts due to unforeseen conditions impacting employee's health and welfare such as icy conditions. Canvassers, Trainers, or Crew Leaders will not be paid for any scheduled canvass day work if the day's canvass is called off before the canvass work schedule begins. If the canvass is cancelled after the beginning of a canvass day (including reporting at the appropriate time to the office), canvassers and crew leaders shall be paid for the length of time spent after reporting for the day up until the shift was cancelled or for a minimum of four (4) hours base pay, whichever is greater.

- a. **Shifts Cancelled Due to Weather.** The field canvass shift shall be cancelled if local weather forecasts predict a wind chill of less than negative fifteen degrees Fahrenheit (-15°) or a heat index of more than one-hundred-degree Fahrenheit (100°). Management can also cancel shifts due to other unforeseen conditions impacting employee's health and welfare such as icy conditions and air quality concerns. For air quality indexes 125-149, makeup shifts will be available if individuals choose not to canvass due to respiratory concerns. Field canvass shifts will be cancelled when the air index quality is 150 or higher.

For days with inclement weather, staff should call the Employer to confirm whether or not the canvass shift will be cancelled for that day. A Field Canvasser, Field Trainer or Field Crew Leader will not be paid for any scheduled canvass day work if the day's canvass is called off before the canvass work schedule begins. If the field canvass day is cancelled after the beginning of a canvass day (including reporting at the appropriate time to the office) Field Canvassers, Field Trainers and Field Crew Leaders shall be paid for the length of time spent after reporting for the day up until the shift was cancelled or a for a minimum of four (4) hours base pay, whichever is greater.

Shifts cancelled due to weather will be deducted from the minimum of sixty-five (65) hours paid work per pay period referenced in this Article's (2) "Hours and Overtime."

5. Timesheets

Timesheets are used to track exempt employee attendance and benefits and non-exempt employee hours and benefits.

- a. **Field:** All field canvass Trainees and Staff are paid bi-weekly (every two weeks).
- b. **Phone:** All employees in the phone canvass classification shall submit a weekly schedule to the Employer.
- c. **Programs:** All Program staff shall complete a project time sheet on a bi-weekly basis.

ARTICLE 8: PERFORMANCE CRITERIA

1. The Employer shall make available to the Guild the performance criteria used in evaluating an employee seeking promotion, transfer, or evaluation of an employee during their annual review.

2. Field Standards and Performance

The Employer shall provide field canvass employees with regular feedback, analysis and training to assist field canvass employees in meeting performance standards. The Employer will share possible modifications in performance standards, bonus and buffer policies with the Guild for its review and comment prior to adoption of any revised standards.

- a. **Fundraising Quota.** The Employer shall have the authority to set the quota standard for fundraising work and performance standards for program work. The quota standard shall be clearly posted. An employee's performance relative to performance standards and fundraising quota standards shall be computed on a bi-weekly payroll basis.
- b. **Fundraising Buffer.** Staff must average over quota on an on-going basis to receive fundraising bonus. Raising under quota will create a negative buffer equal to the amount of money raised below fundraising average. A negative buffer must be brought to zero prior to being eligible for a fundraising bonus. Monies raised over quota will be credited toward reducing the negative buffer.

3. Phone Standards and Performance

The Employer shall have the authority to set the performance standards for fundraising and program work. The Employer shall provide Phone Canvass staff with regular feedback, analysis and training to assist them in meeting performance standards. Specific performance standards will be established for the positions in the Phone Canvass Job

Classification. The Employer will share possible modifications in performance standards and bonus policies with the Guild for its review and comment prior to adoption of any revised standards.

4. Turf and Member Contact Sheet Allocation

Turf and Member Contact Sheet allocation shall be assigned in a fair manner, subject to campaign and strategic priorities of the Employer. Turf and Member Contact Sheet allocation decisions shall not be made in an arbitrary fashion or in a way that would deliberately harm an employee. Consistent with these principles, the Employer retains the right to assign turf based on past performance, to reward good performance or to support struggling employees.

- a. **Insufficient Turf.** The Employer will also develop and implement procedures to hold employees harmless in the event that they are assigned insufficient turf.

5. Program Standards and Performance

All Program staff shall receive annual reviews to evaluate their performance based on the work plan objectives for the job and the skills required to excel in the position. For new employees, the Employer's goal is to also conduct a performance evaluation during the initial 90-day introductory period.

- a. **Work Plans.** Supervisors for Program staff shall establish work plans with objectives and timelines for each staff person. Any Program staff that does not meet the requirements established within the work plan shall be subject to the progressive discipline process as described in Article 4 "Hiring and Discipline."

ARTICLE 9: PART-TIME & TEMPORARY EMPLOYEES

1. Part-Time Employee Accrual of Benefits

Part-time employees who work an average of forty-two (42) hours or more per two-week pay period shall receive holidays, sick time and vacation time on a prorated basis and shall be eligible to enroll in the Employer's health, dental and life insurance programs in accordance with Article 12. Paid leave taken by the employee during the two-week pay period shall be included in calculating the 42-hour minimum per pay period requirement.

2. Use of Temporary Employees

In order to meet short-term campaign and project goals, the Employer may hire temporary full-time or part-time staff for a special project for up to nine (9) months. This time can be extended by mutual agreement for up to twelve (12) months. The Guild shall be notified in writing as to the nature and duration of any temporary projects expected to extend beyond 90 days. These staff may transfer into vacant positions in the field or phone canvass after the closure of the project for which they were hired, provided the temporary employee meets the necessary training requirements for the permanent position. A temporary employee shall not be employed for work normally or appropriately performed by a regular full-time employee, nor where, in effect, such employment would eliminate or displace a regular or full-time employee. Temporary employees are entitled only to holiday, sick time and vacation time on a prorated basis.

ARTICLE 10: TRANSFERS, PROMOTIONS AND TEMPORARY ASSIGNMENTS

1. Involuntary Transfers

No employee shall be transferred by the Employer to another position, department, or to another city, without the employee's consent. An employee shall not be penalized for refusing to accept a transfer.

2. Return to Bargaining Unit

Employees returning to the Unit from any other position, or department within Clean Water Action shall not suffer any reduction in pay unless their new position is a less senior position than the one from which they are transferring.

3. Promotions in General

- (a) An employee promoted or transferred shall be given a trial period of 90 days. This period may be extended by agreement with the Guild and the Employee. During such trial period a promoted employee shall receive the pay for that new position or classification. During such trial period the employee may elect to return to the classification from which advanced, or transferred, without penalty or prejudice if the position is still available. The Employer's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during the trial period and at its end.
- (b) At the end of such trial period, the employee shall be confirmed in the classification to which the employee advanced or transferred, unless the employee has failed to satisfactorily perform the duties of the job. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which the employee advanced or transferred. If not so confirmed, the employee may be returned to the classification from which the employee advanced or transferred, without penalty or prejudice if the position is still available, unless the employer, the employee and the Guild agree to extend the trial period.
- (c) If the employee returns to the classification from which the employee advanced or transferred, the employee shall then receive the salary the employee would have received had the employee never been advanced or transferred. The period of service in the other classification shall be counted for all purposes as service in the classification from which the employee advanced or transferred.
- (d) No employee shall in any way be penalized for refusing to accept a promotion.

4. Temporary Assignments

In order to meet short-term campaign and project goals, the Employer may assign staff to temporary assignments within or outside of the bargaining unit. Only qualified staff will be considered. Staff will be paid no less than their current hourly base rate for project assignments and will continue to accrue benefits. Staff will be provided a position equivalent to their previous position at the successful conclusion of the temporary assignment. Staff on temporary assignments that require them to travel or be away from their home office for more than a day will have housing provided and receive a per diem consistent with provisions set forth under Article 11, Section 5.

5. Cross Training

- (a) Cross trains provide an opportunity for staff to qualify for advancement and increase their skills by spending a period of time observing a different office or organization and working with other staff. Staff on cross trains are required to complete certain training activities in addition to their regular canvassing work, and may be required to work on special projects during the course of the cross train. A plan outlining training and development objectives during the course of the cross train will be developed prior to the start of the cross train. Significant changes to the cross-train plan shall be agreed upon by the Employer and employee.
- (b) The base pay rate and overtime policies for staff on a cross train is the same as it is at their home office or organization unless required by state or local labor law. Bonus is calculated according to the policies in effect at the office or organization where the cross train is conducted.
- (c) The Employer and the organization hosting the cross train shall arrange for lodging during the cross train at no cost to the canvasser. Canvassers shall be paid a per diem allowance during the course of their cross train to help cover the cost of food and other out of pocket expenses consistent with provisions set forth under Article 11, Section 5.

ARTICLE 11: WORKING CONDITIONS

1. Providing Necessary Working Equipment

Necessary working equipment shall be provided to an employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of his/her/their job. All such equipment shall be safe and well maintained. Employees are required to utilize equipment provided by the Employer in a safe and non-destructive manner and may be disciplined, up to, and including termination, for failure to do so.

2. Work Area Conditions

The Employer shall provide a properly lighted, clean, properly ventilated and properly heated/air-conditioned office area of adequate size, free of extraneous disturbances. The Employer shall ensure that the Employer's premises are in conformity with federal, state and local health and safety laws and regulations. The Employer shall make every effort to ensure optimum working conditions. The Employee is responsible for keeping their work areas clean and notifying the Employer of any unfit conditions.

3. No Secret Surveillance

There shall be no secret surveillance of employees. Electronic supervisors, tape recordings, telephone monitoring systems or similar procedures may be used for training and the evaluation of job performance with prior notice to employees.

4. Reimbursement of Transportation and Approved Expenses

- (a) Employees who drive a corporate owned, corporate rental, or personal vehicle for business purposes on behalf of the Employer are required to get an annual Motor Vehicle Record. The Employer will make sure this is done during work hours and will pay for the record. If an employee does not meet the standards as required by the Employer's Insurance carrier, that employee will not be eligible to drive or be reimbursed. The Employer shall pay legitimate expenses incurred by an employee in the

service of the Employer so long as such expenses are approved in advance of being incurred by the supervisor. Management will decide if it is more cost effective to rent a vehicle or reimburse the employee for mileage. The mileage reimbursement rate will match the IRS mileage rate. To request reimbursement, an employee shall complete a Clean Water check request form and attach original receipts or invoices to the request and obtain signature approval from their State Director. All reimbursements requests must be submitted within ninety (90) days or the expense will not be reimbursed. Expense reimbursements will be provided to the employee within thirty (30) days of receipt by the Employer's Financial Department.

- (b) With prior management approval, an employee who is required to attend multiple offsite meetings and return to the office in the same work day, may be reimbursed for parking expenses, including parking near the Employer's office.
- (c) Two (2) parking spaces will be made available with an equitable rotation for bargaining unit members.

5. Per Diem for Travel

An employee required to travel out of town who is gone overnight will be paid a per diem of forty dollars (\$40.00) per day. An employee required to travel more than one hundred fifty (150) miles in a day for work will receive twenty dollars (\$20.00) to cover meal expenses for the day, provided the employee is out of the office eight (8) hours that day. Employees required to travel more than seven (7) days with kitchen/cooking access will be paid a per diem of fifteen dollars (\$15.00). No per diem will be paid when meals are provided by the Employer or at the Employer's expense. Employees who voluntarily arrive early or stay later than required at a destination shall not be paid per diem for the additional time.

6. Expense Approval

No employee shall expend organizational funds without advance approval by the employee's supervisor.

7. Reimbursement for Required Training or Education

The Employer shall pay the costs, including travel and time for any required training or educational activities consistent with Minnesota Department of Labor laws. This includes conferences arranged by the Employer to which employees are invited, but not required, to attend.

8. Use of Corporate Funds

All staff whose responsibilities include handling or managing monies or funds are prohibited from charging personal expenses to the organization. This includes charging personal expenses on the Employer's corporate credit card and/or having personal expenses billed to vendor accounts (e.g., courier/delivery, supplies, copying). Employees who violate this policy will be individually contacted and appropriate action will be taken (e.g., suspension, termination, reporting possible infractions of the law to authorities). In all cases proper restitution shall be made plus appropriate interest for all unauthorized use of the corporate accounts.

9. Confidentiality

As an employee of Clean Water Action, employees may learn confidential business information. During and after employment with the Employer, all employees shall not disclose confidential business information with any non-employees of the Employer and may only be shared with Clean Water Action employees on a need-to-know basis. If this provision is violated, disciplinary

action will be taken. In addition, the Employer also expects that individuals will respect the privacy of fellow employees.

10. Dress Code and Hygiene

We ask that all employees exercise common sense and good judgment in matters of clothing and personal hygiene during work hours and/or when representing the organization at any time. Our expectation is that all employees will come to work well-groomed, free of strong odors and fragrances, and with clean clothing in good repair. We will make a good faith effort to accommodate employees' religious or cultural beliefs and practices that may affect workplace dress. These policy requirements related to clothing and personal hygiene as they relate to different parts of the organization are specified in the Dress and Hygiene Policy.

11. Drug/Alcohol Policy

The Employer's goal is to maintain a work environment free of the effects of alcohol and drugs or drug abuse, to comply with federal, state and local laws, and to foster efficiency, productivity, employee's health and safety. This substance abuse policy applies to all employees. Employees shall adhere to this policy as a condition of employment. The Employer prohibits the following activities on the organization's property, on organization time, in the organization's vehicles or at organization-sponsored events:

- (a) **Illegal Drugs.** The unlawful manufacture, distribution, dispensing, sale, possession or use of drugs or any other controlled substance by an employee on the employer's property or during work hours or the reporting to work with illegal drugs in an employee's system is prohibited. In accordance with the Drug Free Workplace Act, employees shall notify the Employer of any criminal drug statute conviction for a violation occurring in a Clean Water Action workplace no later than five days after that conviction. Such notification shall be given to the employee's supervisor or the Human Resources and Culture Director. An employee's failure to provide timely notification to the Employer of a conviction for a criminal drug statute violation occurring in the Employer's workplace will subject him/her/them to disciplinary action. Within 30 days of receiving such a notification, the Employer may take appropriate action against the employee, which may include termination, or require the employee to participate satisfactorily in an approved rehabilitation program.
- (b) **Alcohol and Non-Medical Marijuana.** The unauthorized distribution, sale, or use of alcohol and marijuana by an employee while working for the Employer or reporting to work impaired by alcohol or marijuana is prohibited. This policy is not intended to prohibit the moderate consumption of alcohol at Employer-sponsored social events or at business meals where non-Clean Water Action employees are consuming alcohol, provided that the employee does not return to work while impaired by alcohol. Employees who are impaired also shall not drive after Employer-sponsored social events or business meals. Employees whose job duties may involve driving the corporate vehicles may not drive while impaired by alcohol or marijuana. Employee shall notify the Employer of any criminal conviction for driving while under the influence of alcohol, public intoxication, drunk and disorderly conduct, or any other criminal offense involving the use of alcohol within five business days after the conviction. Failure to provide such notice shall subject the employee to disciplinary action, up to and including termination of employment. Alcohol consumption is not permitted on the Employer's premises unless it is associated with a special event that receives prior authorization from the Chief Financial and Administrative Officer the President.

- (c) **Prescription Drugs.** The Employer prohibits employees from operating automobiles or other transportation equipment while impaired by prescription, non-prescription drugs, or medical marijuana. Employees who have concerns or questions about whether their medication might impair performance must speak with their supervisor or the Human Resources and Culture Director before beginning work. The Employer can consider reasonable accommodations for those employees whose conditions require the use of prescription drugs that might impair performance only if notified before the employees begin work. Employees who, without prior notice to the Employer, work on, or in the vicinity of, automobiles or other transportation equipment while impaired by prescription or non-prescription drugs are subject to discipline.

12. Personal Property and Security

The Employer will not accept responsibility for the loss of an employee's personal property. The Employer's offices are open to the public and therefore, security measures cannot be complete. Employees shall protect their own personal property and are urged not to leave purses or wallets in coats or desks.

13. Smoking

Smoking, including electronic cigarettes, is prohibited during work which includes in and around the office, during briefings and trainings, in corporate vehicles, in the building, and while canvassing. Smoking is permitted while on unpaid or paid breaks. Employees are not allowed to dispose of tobacco products in our offices or vehicles, and while in the community, should dispose of tobacco products in appropriate receptacles. Specially designated smoking areas external to the office may be available to smokers.

14. Electronic Communications

Employees and users should be aware that their electronic communications are neither private nor completely confidential and have the potential of being re-communicated. Therefore, highly confidential information should be communicated via more secure methods. Any e-mails sent using the Employer's equipment or any information stored on the Employer's equipment, regardless of its nature, may be reviewed by the Employer at any time without prior notice. The Employer's computers may not be used to intentionally transmit or store sexually explicit material or images of nudity.

15. Corporate Property

The Employer owns and leases property ranging from vehicles, computers, copiers, to furniture and office space. No employee shall dispose of corporate property without approval from the Chief Financial or Administrative Officer. Employees shall not use corporate property for non-company business. Any office or property of the employer that is adversely impacted must be reported within 24 hours. This includes, but is not limited to, office break-ins, office destruction due to disasters, and stolen petty cash or member contributions.

16. Corporate Vehicles

Only employees that have been pre-approved by the Employer can operate corporate vehicles. All parking tickets and moving violations shall be the employee's responsibility. If an employee gets into an automobile accident with a corporate vehicle, they must report it immediately to their supervisor. If there is clear negligence on the part of any employee, the employee may be held responsible for paying the \$500 deductible. Unauthorized personal use of corporate vehicles is prohibited and an employee is subject to disciplinary action.

17. Do Not Call/Contact

It is the Employer's operating policy that we respect the wishes of our members and donors regarding telephone calls, email, and mail communication. If during our contact through the field, phone or program, a member or donor indicates he/she/they does not want to be called, emailed or mailed, the employee must mark this information on the appropriate forms and devices to ensure it is communicated to the correct channels for official handling by the National designated staff. All DO NOT requests will be forwarded to the National designated staff person. If a member provides his/her/their e-mail address during field contact, and after initial e-mail contact asks to be removed from our e-mail activist list, we will delete the e-mail address from the database. The National designated staff person will maintain the master list of all members who have requested that their name not be called.

18. Membership and Donor Lists

Data in the Employer's membership and donor list is confidential and all employees shall keep such data confidential and secure. Any exceptions must be approved in writing by the CFO or the President/CEO, or such other position as designated by the President. If and when an employee is provided a portion of the Employer's membership or donor list, that employee shall keep such list confidential and secure.

19. Prohibition of Sexual Harassment and other Inappropriate Behavior

(a) The Employer prohibits unwelcome sexual advances, requests for sexual favors, and other verbal or physical behavior of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

All forms of harassment, including but not limited to, harassment based on race, sex, sexual orientation or other protected categories, and/or inappropriate behavior or remarks to and from employees, supervisors, contractors, members, donors, and/or members of the public are others that employees may come in contact with while working, representing the Employer, or during travel or overnight stays paid for by the Employer. The Employer does not tolerate any type of discrimination, harassment, or offensive behavior based on a protected status. All proven violations of the Employer's policies against discrimination, harassment, and offensive behavior will result in appropriate discipline of the employee, up to and including termination.

(b) **Reporting Violations and Questions.** Any person who believes that he/she/they is being subjected to behavior or statements that violate this Policy of Equal Employment Opportunity, or is aware of such prohibited conduct directed toward another person, has a responsibility to report the matter at once. Employees must come forward at once when violations occur or there is a need for further information or assistance. Any alleged policy violations will be investigated, maintaining confidentiality to the fullest extent consistent with a thorough investigation.

Please note that a report of harassment or discrimination to any other member of management is not sufficient under this policy. Such behavior must be reported to the Human Resources and Culture Director, by sending an email to safespace@cleanwater.org or call (586) 783-3277. If the report involves the Human Resources and Culture Director or the Chief Financial and Administrative Officer, the report should be made to the President, bwendelgass@cleanwater.org (202) 895-0420 ext. 265. If the report involves the President, it should be made to the Chairperson of the Clean Water Action Board of Directors, krkoeze@gmail.com. Also, anyone who learns about alleged harassment or discrimination, even if he/she/they did not personally witness the alleged discrimination or harassment, must immediately advise the Human Resources and Culture Director.

- (c) **Prohibition of Retaliation.** There will be no unlawful retaliation against any employee for making a good faith report of alleged violations of our policy against discrimination, harassment, or offensive behavior; opposing any practice reasonably believed in good faith to be unlawfully discriminatory; or participating in an internal or government investigation of possible discrimination. Any employee who engages in prohibited retaliation will receive appropriate discipline, up to and including termination.

20. Prohibition of Offensive Behavior and Remarks

The Employer is committed to providing a work environment free from offensive behavior or statements directed at a person's race, gender, or any other protected status. This policy prohibits such offensive behavior and remarks in the presence of other employees, contractors, visitors, potential donors, and any other persons. Please note that this policy prohibits such offensive behavior or statements in the workplace, while representing the Employer or during travel or overnight stays paid for by Employer that are derogatory of any person because of race, gender, or any other protected status even if no one who is present is offended by the behavior or remark. Please note that in some cases, the Employer's policy prohibits conduct that may not be prohibited under applicable law.

The types of prohibited behavior include, but are not limited to, the following:

1. Any offensive or demeaning epithet or remark referring to race, gender, or other protected status, including that which is intended as humor;
2. Any offensive or demeaning comment, gesture, or other behavior directed toward another person because of that person's race, gender, or other protected status;
3. Use of Clean Water Action's property to display or store material that is demeaning or offensive on the basis of race, gender, or other protected status (specifically including any use of Clean Water Action and Clean Water Fund's computers to view or store photos or videos depicting nudity or sexual conduct);
4. Sharing or displaying any item or material that is demeaning or offensive on the basis of race, gender, or other protected status;
5. Defacing any property for purposes of conveying a demeaning or offensive message based on or referring to race, gender, or other protected status; or
6. Creating any graffiti or other anonymous communication that refers to race, gender, or any other protected status.

ARTICLE 12: RETIREMENT AND HEALTH CARE

1. Retirement Plan Eligibility

Full-time and regular part-time employees shall be eligible for the Employer's retirement plan after 180 continuous days of employment. If CWA implements an employer-contributory program during the term of this contract, all eligible Guild employees currently participating in the program would be included.

2. Health Benefits Eligibility

The Employer shall continue the current or comparable health, dental and life insurance plans for all eligible employees. All employees working an average of 21 hours or more shall be eligible for coverage on the first day of the month following 90 calendar days of service with the Employer. The Employer's contribution for health, dental and life insurance plans for regular part-time employees working more than 21 hours per week or 42 hours per pay period is based on the percentage of full-time work by the employee.

The Employer will make every effort to continue to provide progressive oriented health care options for its employees. The percentage of the total premium cost for any coverage option shall be no greater for Guild employees than for employees of the Employer who are not in the Guild bargaining unit.

The employer will meet with representatives from the union annually prior to September 1 to discuss progress in securing affordable comprehensive health and dental insurance options.

ARTICLE 13: HOLIDAYS

1. Regular Holidays

Full-time employees will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Birthday	Indigenous Peoples Day
Memorial Day	Thanksgiving and the day after
Juneteenth	December 24
Independence Day	December 25

To be qualified for holiday pay, an employee must work, or take a paid benefit day, on his/her/their regularly scheduled workday immediately preceding and following such holiday. Employees who are on a leave of absence, layoff, or otherwise not actively employed by the Employer at the time the holiday falls, are not eligible for holiday pay. Part-time employees working at least 21 hours per week or 42 hours per pay period receive a pro-rata share of holiday pay.

Any holiday falling on a Sunday will be observed the following Monday. Any holiday falling on Saturday will be observed on the preceding Friday. Should the Field Canvass or Phone Canvass decide to observe an above specified holiday falling on a weekend on a different schedule than stated, Program employees will have the option of observing the holiday on the canvass schedule (e.g., the Fourth of July happens to fall on a Saturday. The canvass staff observes the holiday on Monday rather than Friday. Program staff could choose to observe on either day).

2. Holiday Pay

An employee required to work on any holiday shall be paid at the rate of time and a half for each hour worked on any observed regular holiday (see Article 13.1 above). An employee that volunteers to work on a holiday shall not be deemed to have been required to work on that holiday.

3. Personal Days

All exempt employees shall receive two (2) personal days as paid days off each year, and all non-exempt employees after one year of service shall receive one (1) personal day as a paid day off each year. These days are available at the beginning of each calendar year and must be used by the end of each calendar year and cannot be carried over., nor paid out upon leaving the organization. Part-time employees working at least 21 hours per week or 42 hours per pay period receive a pro-rata share of personal days.

4. Loyalty Day

Non-exempt employees who have been employed with the organization more than one (1) year and who consistently work between sixteen (16) and twenty (20) hours per week will receive a pro rata share of a loyalty day each year. This day must be used within the calendar year and will not be paid out upon leaving the organization.

ARTICLE 14: VACATION

1. Vacation Benefits

(a) **Accrual of Vacation.** Employees shall earn vacation according to the following schedule and may begin using such time following 60 days of employment. (Employees hired with a pre-planned vacation may, with the permission of the Employer, take this time as paid leave if the 60-day limit has not been reached.) Vacation time is accrued on a pay period basis (e.g., if an exempt employee is entitled to 15 vacation days per year, each pay period they accrue .58 days.) Changes in accrual rates shall take effect in the next payroll period following the employee's anniversary date.

(b) **Carry-Over of Vacation Days.** The maximum number of paid vacation days that can be accrued by an employee is outlined below. Unused vacation days may be accrued up to the maximum shown below. When an employee reaches the maximum, he/she/they will not accrue additional days until the number of accrued days has been reduced below the maximum. Accrued vacation days up to the maximum shown below may be carried forward from year to year.

(c) **Vacation Chart.**

Years of Employment completed	Paid vacation days accrued each year by non-exempt staff	Maximum paid vacation days accrued by non-exempt staff	Paid vacation days accrued each year by exempt staff	Maximum paid vacation days accrued by exempt staff
1-2	10	10	15	15
3-4	11	11	16	16
5-6	12	12	17	17
7-8	13	13	18	18
9	14	14	19	19

10	15	15	20	20
11	16	16	21	21
12	17	17	22	22
13	18	18	23	23
14	19	19	24	24
15	20	20	25	25
16-19	22	22	27	27
20-24	24	24	29	29
25+	26	26	31	31

2. Notice of Vacation

An employee shall give one week notice for any vacation request less than one week. An employee shall give at least a month's notice for any vacation request of a week or more. In instances where the number of workers in a certain classification requesting vacation would cause a staffing shortage, length of service shall prevail. However, any employee giving at least two months' notice of his/her/their intent to use vacation, shall not be denied such time off if in line with program needs.

3. Holiday Occurring During Vacation

A holiday that falls within an employee's vacation shall not be considered vacation time.

4. Payment of Vacation Upon Termination

Upon termination of employment, an employee (or the employee's estate in case of death) shall receive accrued vacation pay at their current rate of pay, except that any employee terminated before 90 days of continuous employment shall not receive any accrued vacation pay.

ARTICLE 15: LEAVE

1. Sick Leave

- (a) Sick leave with full pay shall be accrued at a rate of one hour for every 30 hours worked. Sick hours are accrued each payroll period. No more than 40 days of sick leave may be accrued and carried forward from year to year. A "day" of sick leave is defined based on the percent of full time worked by the Employee. Upon leaving the employment of the organization, an employee will not be paid for unused sick leave.
- (b) Any negative balance of sick and/or vacation leave shall be offset from the employee's final pay. Any sick leave used within three (3) weeks of voluntary termination shall be offset from accrued vacation time absent a valid physician's note stating that use of such sick leave was in the medical interest of the patient.
- (c) The Employer has created a sick leave pool that can provide additional paid leave to staff who have a catastrophic illness or injury but have either exhausted their sick and vacation time or do not have enough time accumulated. The pool is created and used only on a case-by-case basis as individual employees indicate a specific need. The eligibility requirements are: staff must have completed 12 months of continuous employment; exhaust their accrued sick and vacation time; will be out of work for more than five business days; a health care provider has indicated that the employee will be out of work for extended period of time due to a serious illness or injury that includes hospitalization, surgery, or doctor-ordered recuperation. For more information or to

request days from the Sick Leave Pool, please contact the Human Resources and Culture Director.

2. Short-Term Unpaid Leave

Each employee who is not eligible for paid leave or who have exhausted their leave benefits will also be granted two weeks of short-term leave for a variety of reasons, including the serious sickness or injury of the employee or member of his/her/their immediate family, death, urgent personal business, and all legally required activities. All short-term leave requests must be in writing and approved in advance by the employee's supervisor if and either the Human Resources and Culture Director or the President.

3. Paid Leave for New or Adopted Child

Regular employees who have been with the organization at least one year and who commit to remain with the organization for at least one additional year are eligible for three weeks paid leave for care of a newly born or adopted child (such leave must begin no later than sixteen (16) weeks after the birth or adoption of the child). Employees who have completed three (3) continuous years of employment shall be eligible for six weeks (6) paid leave. Employees wishing to apply for this leave payment should contact the National Managing Director for an application form. Fifty (50%) of this benefit will be paid to the employee during the leave and the remaining fifty (50%) will be paid the first pay period upon the employee's return to work. This paid childcare leave is in addition to any paid sick leave that a mother may be entitled to as a result of any disability resulting from childbirth, pregnancy, or other related medical conditions, or any vacation leave that an employee may wish to take. Childcare leave will count toward the maximum leave allowed under the federal Family and Medical Leave Act (FMLA) and the Minnesota Parenting Leave Act.

4. Paid Leave for Pregnancy

- (a) No employee shall be penalized in any manner as a result of pregnancy. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without his/her/their consent, on account of pregnancy unless the pregnancy makes the employee incapable of performing the essential functions of his/her/their job.

A pregnant employee may request a transfer from a job or working conditions that the employee believes may be hazardous to their self or the fetus during pregnancy without reduction in pay or impairment of benefits and such request will be granted if (a) the employee can provide documentation from a medical professional showing that there is a reasonable medical basis for the employee's concern and (b) there is another position available within the bargaining unit at a comparable rate of pay. The beginning and end of leave shall be on a case-by-case basis, and shall be jointly determined by the employee and employer.

An employee returning from unpaid leave shall be reinstated in his/her/their job at the salary he/she/they would have received had his/her/their employment with the Employer been continuous. An employee returning from leave, paid or unpaid, shall be reinstated in his/her/their job with full credit toward, experience rating, and other length of service benefits.

- (b) A pregnant employee may return to work part-time, with similar reduction in pay and benefits, during the leave without forfeiting the right to return to full-time work at the end of the leave.

5. Long-Term Unpaid Leave

- (a) Any employee that has worked for the Employer for a cumulative period of twelve (12) months and averaged at least one-half the full-time equivalent position in the employees' job classification during those twelve months is eligible for up to a total of 12 work weeks of unpaid leave in a twelve (12) month period for one or more of the following reasons:
- birth and care of a newborn child of the employee;
 - placement with the employee of a son or daughter for adoption or foster care;
 - care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - medical leave when the employee is unable to work because of a serious health condition.
- b) Time spent on leaves of 12 weeks or less shall be considered service time with the Employer in computing severance pay, experience rating, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.
- c) Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave under this provision for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement
- d) An employee that takes leave pursuant to FMLA or Minnesota's Parental Leave Act shall be guaranteed a return to their previous position or an equivalent position, including number of hours per week and rate of pay.
- e) An employee returning from a leave of absence under this section of more than one month shall notify his/her/their supervisor at least two weeks prior to return from leave, unless otherwise approved by the Employer.

6. Long-term Leave of Absence

- (a) Long-term leaves of absence, not to exceed 24 consecutive months, may be authorized by the Human Resources and Culture Director or the President for educational, government service, public service such as Peace Corps, ACTION, VISTA, Guild activity, or the like, or personal reasons, where consistent with the needs of the organization. Employees seeking a long-term leave of absence must complete a Leave of Absence form, which must be signed and recommended by the employee's supervisor. Except in emergency situations, at least three months' advance notice of a request for a long-term leave of absence should be given.
- (b) During an approved long-term leave of absence, the employee's salary ceases and all benefits end when the employee stops active work (extended health insurance coverage may be available under COBRA). The Employer will make an effort to find suitable employment for the employee who returns from a leave of absence if the employee's old position or an equivalent position is no longer available but guarantee of a position upon return is not made. An employee returning from an approved long-term leave of absence

will receive the same rate of pay prior to their approved leave plus any scheduled contractual increases during the leave.

7. Emergency Leave

An employee shall be granted leave for family emergencies and permitted to use accrued sick, vacation time in order to be paid for such leave. The Employer shall comply with the provisions of the Family Medical Leave Act (FMLA) and Minnesota laws.

8. Bereavement Leave

After a death in the immediate family of an employee, the Employer shall give up to three days of bereavement leave, without loss of pay, to be taken by the employee within two weeks of the notification of the death. The immediate family includes a spouse/domestic partner, children, stepchildren, siblings, parents, in-laws of each spouse/domestic partner, grandparents, and grandchildren. Regular part-time employees working at least twenty (21) hours per week or forty-two (42) hours per pay period receive a pro-rata share of paid bereavement leave.

9. Military and Other Service

- (a) A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of not more than five years (not including certain involuntary extensions of service). An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from military service in the Armed Forces, the military Reserves, the National Guard or certain Public Health Service positions will retain certain rights with respect to seniority, layoffs, compensation, length of service promotions and length of service pay increases as required by applicable federal or state law.
- (b) Even though employees are not required to give notice to the employer prior to leaving work to pursue military service, employees are encouraged to provide as much advance notice as possible to their department head and the Human Resources and Culture Director.
- (c) Employees eligible for vacation and sick days may use these benefit days for their military leave.
- (d) The Employer will coordinate with National Guard members in active duty that are required to report for duty on certain weekends and days to minimize the effect on pay and benefits.

10. Jury Duty and Witness Appearance

All employees may take unlimited leave without pay for mandatory jury duty. After six months of continuous employment, if a full-time employee is required to serve as a juror, the Employer shall pay the employee the difference between the employee's jury duty pay and the regular straight-time pay for any scheduled work time that is missed during the first two weeks of jury duty (or such other pay as may be required by applicable state law). To be reimbursed, employees must present a court voucher and proof of actual jury duty service.

Non-exempt employees serving on jury duty will have Saturdays and Sundays as days off during the term of that service, regardless of their normally scheduled work shifts. An employee required to be available for jury duty, but not required to be in court, must report to work. Utilization of the court call-in system, if available, is required.

ARTICLE 16: LEAVE FOR GUILD ACTIVITY

1. Employee Elected or Appointed to Guild Position

If an employee is elected or appointed to a position in The Newspaper Guild or AFL-CIO, or local of The Newspaper Guild, or an organization with which The Newspaper Guild is affiliated, or in the organized labor movement, such employee, upon the employee's request, shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave. Such leave shall be unpaid. Only one employee shall seek such position at any one time. If more than one employee seeks such position at any one time, only one employee shall have the right to be reinstated at the expiration of such leave. The Guild may choose which employee is entitled to that right.

2. Leave for Guild Conferences

An unpaid leave of absence upon request shall be granted to an employee elected or appointed delegate to conventions of The Minnesota Newspaper and Communications Guild, AFL-CIO or any organization with which The Minnesota Newspaper and Communications Guild is affiliated, and to a delegate to special meetings called by The Minnesota Newspaper and Communications Guild, or by a branch thereof or by an organization with which The Minnesota Newspaper and Communications Guild is affiliated.

3. Leave for Contract or Other Negotiations

An employee designated by the Guild to attend a negotiating meeting or other meeting between the Employer and the Guild, shall be released for that purpose without loss of pay.

ARTICLE 17: GRIEVANCE PROCEDURE

1. Intent

The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances. For the purpose of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

2. Operating Terms, Time Limits, and General Principles

(a) Time Limits:

1. If a grievance is not presented on behalf of the employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Employer or its designee's last answer.
2. It is expected that the Employer shall respond to the grievance in a timely manner. However, if no response is received, then the Guild may move the grievance to the next level.
3. The time limits in each step may be extended by mutual written agreement of the Employer and the Guild at each step.

4. By the mutual agreement of the Employer and the Guild, the parties may waive Steps 1 and/or 2. In discharge matters, Step 1 shall be waived.

(b) **General Principles:**

1. **Grievance Files.** Grievance files shall be maintained separately from official personnel files.
2. **Non-Precedence.** Upon mutual written agreement, a grievance may be withdrawn at any step without establishing a precedent.
3. **Disclosure.** Upon request, both the Guild and the Employer agree to disclose all known documents and information which a party intends to introduce at the hearing, including a listing of possible witnesses, to each other, prior to arbitration. Any costs involved in reproducing documents shall be borne by the party requesting disclosure.
4. **Meetings.** Meetings at all grievance steps will be established by mutual agreement between the Employer and the Guild.
5. **Release Time.** The Guild Representative(s) and the grieving employee(s) as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours to investigate and present the employee's grievance(s) to the Employer. However, reasonable time off without loss of pay shall not include travel time if the travel time exceeds thirty (30) minutes. The Guild Representative (s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld.
6. **Guild Representatives.** The Guild may designate up to one bargaining unit employee to function as Guild Representatives for each department and one Guild Representative may participate in Steps 1 and 2 during work hours without loss of pay. Guild Representatives shall have the authority to present grievances without the presence of the bargaining unit employee.
7. **Fees and Expenses.** For the initial arbitration heard during any twelve-month period, the fees and expenses for the Arbitrator's services shall be borne equally by the parties. For any subsequent arbitrations heard within the same twelve-month period, fees and expenses for the arbitrator's services shall be borne by the losing party, as determined by the Arbitrator. In split decisions involving multiple issues the Arbitrator shall assign responsibility for his/her/their fees and expenses unless the matter constitutes the initial arbitration in a twelve-month period. However, each party shall be responsible for its own witnesses' and representatives' compensation, expenses and fees. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
8. **Implementation.** Within a reasonable period of time after the grievance settlement or arbitration award, the settlement or award shall be implemented, unless specifically set forth in the Arbitrator's decision.

3. Procedure

- (a) **Informal.** An employee who has a grievance may bring it to his/her/their supervisor's attention orally, indicating that it is a grievance. The employee may discuss the grievance with his/her/their supervisor in an attempt to reach a satisfactory resolution. Any resolution of an informal grievance shall be in writing.
- (b) **Step 1.** If the Guild or employee 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 immediate supervisor. 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 within thirty (30) calendar days after the grievant or Guild, through the use of reasonable diligence, should have had knowledge of the event. Within ten (10) calendar days after receiving the written grievance, the grievant's immediate supervisor and the Guild Representative(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The immediate supervisor shall give his/her/their written answer to the designated Guild Representative(s) within ten (10) calendar days of the meeting. The Guild may appeal the grievance in writing to Step 2 within ten (10) calendar days after the immediate supervisor's written answer is given or due.
- (c) **Step 2.** Within ten (10) calendar days following the receipt of a grievance appealed in writing from Step 1, the State Director or designee shall arrange a meeting with the Guild's Representative(s) in an attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Employer or designee shall respond in writing to the designated Guild Representative stating the Employer or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Employer or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty (20) days after the Employer or the designee's written answer is given or 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 receipt by the Guild of the Employer's written response or the conclusion of unsuccessful mediation.

4. Arbitration Panel

The arbitration proceeding shall be conducted by an Arbitrator to be selected by mutual agreement. If the parties fail to agree within five (5) days, the parties shall seek the services of the Federal Mediation and Conciliation Services and follow the procedures of the Federal Mediation and Conciliation Services in selecting an arbitrator.

5. Expedited Arbitration

The Employer or the Guild may request expedited arbitration to skip Step 1 or Step 2 of the Grievance procedures above. The costs of such expedited arbitration shall be borne by the party making the request.

6. Arbitrator's Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Guild and shall have no authority to make a decision on any other issue not so submitted to him/her/them. The Arbitrator shall be without

power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator shall submit his/her/their decision in writing within thirty (30) days following the close of the hearing unless the parties agree to an extension. The decision shall be based solely on the Arbitrator's interpretation or application of the expressed terms of this Agreement and the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the Employer, the Guild and the employee(s).

7. Condition at Time of Grievance

Conditions prevailing prior to an action or circumstance which results in a grievance, other than disciplinary actions, shall be maintained unchanged pending final settlement of the grievance as provided herein. This provision shall not be subject to the grievance and arbitration machinery set forth in this Agreement, but may be enforced in a court of appropriate jurisdiction on the initiative of the Guild or the Employer.

ARTICLE 18: CLOSURE OF OFFICES

1. Dismissals as Result of Reduction of Force

The Employer and the Guild shall have regular quarterly reviews of the Employer's financial status. It shall be the goal of the Employer, whenever possible, to provide a minimum of 60 days' notice prior to a reduction in force. Prior to any reduction in force, the Employer and the Guild shall meet to discuss alternative cost-savings measures. When such alternative cost-savings measures are considered, it shall be the goal of the Employer and the Guild that such measures shall be implemented in an equitable manner across all job classifications and that members of the bargaining unit shall not incur reductions greater than reductions incurred by non-Guild employees.

Dismissals as a result of reduction in force at CWA may be made when CWA determines that sufficient funding is not available to continue operation of the selected units/activities. Layoffs, when necessary shall be in inverse order by date of hire in a job classification within the bargaining unit positions in a department. Recalls shall be in inverse order of layoffs within a department. For the purpose of this provision, any project, whether permanent or temporary, shall be considered its own department. This provision in no way limits the Employer's discretionary right to make management decisions regarding eliminating or adding programs and departments regardless of funding.

An employee dismissed as a result of a reduction in force shall receive four (4) weeks' notice or pay in lieu of notice, and shall work for two (2) of those weeks to assist with transition and completion of work assignments.

2. Employee Dismissed During Reduction in Force

An employee dismissed may elect, within 5 days after the employee's actual dismissal, to apply for an open position in a classification in which the employee has worked, or another classification in which the employee is competent to perform.

3. Rehire List

An employee unable or uninterested in continued employment via the provisions of the preceding section (14.2), may, at his/her/their request, be placed on a rehire list for one year. While on the list, he/she/they would be eligible to receive notices of posted job openings and be

treated as an internal candidate should he/she/they make application for a position. It shall be the responsibility of the employee to keep the Employer notified of his/her/their current address.

4. Notice of Closure or Discontinuance of Operations

If required by federal or state law, the Guild and all employees shall be notified in accordance with the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et. Seq., as amended during the effect of this Contract.

ARTICLE 19: VOICE AND PARTICIPATION

1. Minnesota Advisory Board

An employee holding a position within the bargaining unit shall serve as a non-voting member, on paid time, of the Minnesota Advisory Board. This position will be reviewed annually and approved by the Minnesota Advisory Board. The bargaining unit will internally select an employee to attend Board meetings within sixty (60) days of ratification of this Agreement. If the designated employee is promoted out of the bargaining unit or leaves employment, a new designated employee will be chosen internally by the bargaining unit to serve on the Minnesota Advisory Board.

2. Clean Water Action and Clean Water Fund Boards

Management will make available on the Intranet an advanced copy of Meeting Agendas and make available Minutes of the Meetings.

ARTICLE 20: RENEWAL

Within 60 days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to July 1, 2026, the new contract shall be made retroactive to July 1, 2026.

In Witness thereof, Clean Water Action dba Clean Water Action Alliance and the Minnesota Newspaper and Communications Guild, CWA Local 37002, have entered into this Agreement dated to be executed by their authorized representatives.

Agreed to by the parties,

Minnesota Newspaper &
Communications Guild,
TNG-CWA Local 37002



Candace Lund
Executive Officer

12 / 18 / 2023

Date



Christian Balden
Negotiating Committee

12 / 18 / 2023

Date



Elizabeth Burns
Negotiating Committee

12 / 19 / 2023

Date



James Rodriguez
Negotiating Committee

12 / 19 / 2023

Date



Stephen Boler
Negotiating Committee

12 / 20 / 2023

Date

Clean Water Action, Inc.



LeWanda Gipson
Chief Financial & Administrative Officer

12 / 22 / 2023

Date



Avonna Starck
Minnesota State Director

12 / 19 / 2023

Date

MEMORANDUM OF UNDERSTANDING

CLEAN WATER ACTION INC. AND MN NEWSPAPER & COMMUNICATIONS GUILD – TNG-CWA LOCAL 37002

This Agreement is entered into by and between Clean Water Action a non-profit corporation registered to conduct business in the District of Columbia and Minnesota and the MN Newspaper and Communication Guild – TNG-CWA Local 37002 representing specific employees at Clean Water Action. This agreement will be effective at ratification.

BONUS:

We apply bonuses in canvass positions to incentivize canvass performance in various organizational benchmarks and priorities. As these can and do change, bonuses may change in alignment with new goals. We recognize and share the staff's desire for stability and growth in these positions. For the period of 18 months from the signing of the contract, shift bonus percentages will remain at their current rates. The Employer will give a 2-month notice before altering bonus structure after the 18-month period.

WORK LOCATION:

Through discussions with the staff over the last three (3) years, we have evolved a current hybrid-remote policy to meet the staff's desire to remain working predominantly remotely in the phone canvass and program departments.

The policies for remote and in-office work in our different departments are based on job duties and work plans, positions, schedules, performance, and training needs. We have shared these policies with staff as part of contract negotiations and staff have contributed to their development.

We will continue to provide opportunities to achieve team building, state performance, and staff retention goals through a combination of remote infrastructures, voluntary office times, remote and office-based support, and periodically planned, required in-person training, or interaction for bargaining unit employees as per policies. When attendance in the office is required for a group activity, employees will receive at least one month's notice before the event. Health or hardship exemption requests will be considered on an individual basis with consultation through Human Resources. If an employee lives more than sixty (60) miles from the Clean Water Action MN office, alternatives will (if feasible) be provided upon request for required in-person activities.

Program employees will work with the State Director/Supervisor(s) to determine work plans and locations that meet the requirements of the position to meet campaign goals, foster important networking relationships, achieve fundraising goals, and support staff development needs.


As per current policy, phone canvass employees who meet performance criteria after joining the bargaining unit are eligible to work remotely from home. Trainers and Crew Leaders are expected to have some assigned duties in-office for training needs with new hires, and new staff, and for ongoing staff support. Staff on action plans with documented performance issues may be required to work in the office for retraining, support, and/or accountability. The Canvass Director will work with staff to coordinate in-office schedules in a fair manner and consistent with policy.

Staff transporting Clean Water property for any reason are responsible for its safety and security, taking care to prevent loss or damage to any equipment or exposure of sensitive or proprietary information.


Staff wishing to work in a temporary location outside their established Minnesota residence on record for phone canvass work or other duties using work equipment or transporting member contact sheets or other sensitive, confidential, or proprietary data, need to submit a formal request including specified information and receive approval from the Canvass Director and Canvass Supervisor before traveling with Clean Water property or working in a new, temporary, off-site location.

Agreed to by the parties,


On behalf of Clean Water Action Bargaining Unit Representatives:



Christian Balden




Stephen Boler



Candace Lund
Executive Officer


Betsy Burns

Elizabeth Burns




James Rodriquez

On behalf of Clean Water Action, Inc.



LeWanda Gipson

Chief Financial & Administrative Officer



Avonna Starck

Minnesota State Director