

**Agreement between**

**TakeAction Minnesota**

**and**

**Minnesota Newspaper & Communications Guild  
TNG-CWA Local 37002**

**September 20, 2024 through June 30, 2027**



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## **PREAMBLE**

This agreement is effective September 20, 2024, between TakeAction Minnesota, and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 (AFL-CIO), hereinafter referred to as the "Guild," for itself and on behalf of all of the employees of TakeAction Minnesota as described in Article 1.

## **Article 1: COVERAGE AND JURISDICTION**

1. This agreement covers all full-time, part-time, temporary and grant contingent TakeAction Minnesota employees, excluding confidential employees with regular access to confidential labor relations information, supervisors and managers who have the bona fide authority to hire, discipline, or layoff employees or effectively recommend such action using their independent judgment.
2. Employment Classifications:
  - a. **Full-time employee.** A full-time employee is defined as one who regularly works at least sixty-four (64) hours or more per pay period, inclusive of a thirty (30) minute lunch break for hourly employees each day and does not have a specific project end date or termination date.
  - b. **Part Time employees.** A part-time employee is defined as one who regularly works less than sixty-four (64) hours per pay period week. Part-time employees shall receive prorated leave benefits. Part time employees working thirty-two (32) hours a pay period or more are eligible for health insurance. The employment of a part-time employee shall not displace a full-time employee. A part-time employee shall be paid on an hourly basis equivalent to the weekly minimum salary provided for the employee's classification and experience.
  - c. **Temporary employee.** A temporary employee is one employed for a special project or for a specified time, in either case not to exceed six (6) months. The Guild shall be notified in writing as to the nature of such project and its duration. The employment of a temporary employee shall not displace a full-time employee. If a temporary employee is retained beyond six (6) months, the employee will be reclassified as a full-time or part-time employee and the Guild and unit leadership will be notified.
  - d. **Grant contingent.** Employees whose offer letter notifies them that they are grant contingent shall be deemed grant contingent employees. Grant contingent employees shall be members of the bargaining unit and subject to all terms of this agreement, with the exception of those provisions related to lay-offs and severance.
3. If a new position is created by TakeAction Minnesota, which is excluded from the unit, the Guild and unit leadership shall be provided with a five (5) day written notice. TakeAction Minnesota will discuss the exclusion within seven (7) days after the notice is provided, upon request of the Guild. In the event there is a dispute regarding the exclusion of the position from the unit, the Guild reserves the right to file a petition with the National Labor Relations Board to make a determination in the matter in dispute.
4. **64 Hour Minimum Pay Period.** TakeAction Minnesota will strive to maintain a 64 hour pay period minimum for full-time employees. Throughout this agreement, any reference to a day for payroll purposes is measured as 6.4 hours, any reference to a week is measured as 32 hours, and any reference to a pay period is measured as 64 hours.

## Article 2: UNION SECURITY

1. All employees covered by this contract shall be required to join the Guild within thirty (30) days of the execution of this Agreement. New employees shall be required to join the Guild within thirty (30) days of their date of hire as long as this Agreement remains in effect. All employees shall, as a condition of employment, for as long as this Agreement remains in effect, maintain their membership in good standing in the Guild.
2. TakeAction Minnesota shall provide all unit employees, both current and new hires with the membership and dues forms provided it by the Guild. Upon an employee's voluntary written assignment, TakeAction Minnesota shall deduct from the earnings of all Guild members all Guild membership dues, fees and assessments, and pay such deductions to the Guild on a bi-weekly basis to correspond to TakeAction Minnesota's payroll schedule, along with a wage report showing that payroll period's earning for each bargaining unit member. Membership dues, fees, and assessments shall be deducted from the employee's earnings in accordance with the Guild's schedule of dues rates furnished to TakeAction Minnesota 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.
3. **Copies of Agreement.** TakeAction Minnesota agrees to provide copies of the collective bargaining agreement to all new hires along with TakeAction Minnesota's Employee Handbook. The Guild shall provide copies of the agreement to TakeAction Minnesota.
4. **Dues Deduction Form.** The dues deduction assignment shall be made upon the following form:

### ASSIGNMENT and AUTHORIZATION TO DEDUCT UNION MEMBERSHIP DUES

To: TakeAction Minnesota

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

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

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

Date

Employee's signature

Print Name

5. The Guild may use TakeAction Minnesota facilities for union business with prior approval of the employer.

### **Article 3: MANAGEMENT RIGHTS CLAUSE**

The Guild recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights and all existing and future laws. All rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, including the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable rules and procedures, direct work, and determine the materials, means and types of services provided.

### **Article 4: NO STRIKE, NO LOCKOUT**

The Employer shall not declare or impose any lockout during the life of this Agreement, and the Guild and its members shall not call, cause or permit any strike during the life of this Agreement.

### **Article 5: INFORMATION**

1. TakeAction Minnesota shall furnish to the Guild on an annual basis a list containing the following information for all employees covered by this Agreement:
  - a. Name and address
  - b. Social Security number
  - c. Date of hire
  - d. Work classification
  - e. Salary
2. TakeAction Minnesota shall notify the Guild every six (6) months in writing of:
  - a. Merit increases granted by name of the employee, individual amount, resulting new salary and effective date.
  - b. Changes in classifications, salary changes by reason thereof, and effective date.
  - c. Resignations, retirements, deaths, and other revisions in the data listed in Section 1, and effective dates.
3. Within one week after the start date of a new employee covered by this Agreement, TakeAction Minnesota shall furnish the Guild in writing with the data specified in Section 1 for each new employee.
4. At the request of the Guild, TakeAction Minnesota will provide the underlying data from its annual demographic review of staff.

### **Article 6: LABOR MANAGEMENT COMMITTEE**

1. The purpose of the Labor Management Committee (LMC) is to promote communication, diversity and increased effectiveness of TakeAction Minnesota staff as a whole. Both staff and management of TakeAction Minnesota are committed to building a more effective, powerful, member led, democratic organization. There are many places in the organization where we all work to fulfill these commitments. The LMC is a space where employees offer generative pre-decisional input to organizational decisions that may affect relations between employees and TakeAction Minnesota. The

LMC is a space for the organization's staff and management to discuss, debate, and propose solutions around staff concerns and challenges beyond those addressed explicitly by this agreement, including but not limited to: TakeAction Minnesota hiring practices, program development, Greater Minnesota organizing issues, creation of a people of color caucus, the application of comp time, work life balance, employment related policies and procedures, and staff professional development.

2. The LMC cannot change the language of the collective bargaining agreement.
3. The Guild and management shall designate up to five (5) representatives each for membership on the LMC. A representative of the Guild may attend LMC meetings at the unit members' discretion. Meetings shall be convened at least quarterly at mutually agreed upon dates and times.
4. The position of Chair of the LMC shall alternate, meeting by meeting, between the Unit Chair and a TakeAction Minnesota management representative. The Chair is responsible for assuring the meetings are scheduled, confirmed and do take place. In addition, the Chair is responsible for co-creating an agenda with a member of the opposite party, the agenda should include mutually agreed upon standing agenda items and be delivered to all committee members at least one day prior to the meeting.
5. **Pay Equity.** The LMC shall form a working group, governed by the process and rules of the LMC, which every two years will analyze pay data within the organization and make recommendations via the LMC to the leadership team for reconciling any pay disparities uncovered, particularly across race, gender, and other protected classes.

#### **Article 7: JOB EVALUATIONS**

1. **New Positions- Job Postings.** When TakeAction Minnesota is adding a new permanent position, whether part-time or full-time, internal or external hire, a job posting will be created in the following manner:
  - a. TakeAction Minnesota management creates a draft job posting for the position.
  - b. TakeAction Minnesota management shares the draft job posting with the Unit Chair and gives five (5) business days for feedback.
  - c. The final job posting will be posted for ten (10) days and will be sent via email to the full TakeAction Minnesota staff.
  - d. Providing opportunities for employees to advance their careers within TakeAction Minnesota is a priority of the organization. Current employees who have shown interest in a vacancy shall be given the opportunity to interview for the position.
  - e. TakeAction Minnesota will inform the Unit Chair when a hiring committee is formed, and who those committee members are, for positions within the bargaining unit.
2. **Work Review.** The work of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. A formal review of each full-time employee's performance will be conducted on or within 30 days (prior or post) of their 6-month hiring date anniversary and upon a mutually agreed date each year thereafter.
3. **Job Descriptions.** Written job descriptions are required for all employment positions. Each job description must detail the position's job functions and tasks.

## **Article 8: PROBATIONARY PERIOD**

Each new employee will be required to complete a probationary period, during which time the Employer shall have the unqualified right to dismiss any such employee. Such dismissal shall not be subject to the grievance and arbitration procedure of the Agreement. The length of the probationary period shall be four (4) calendar months. The parties may mutually agree upon the extension of the probationary period of up to two (2) additional months.

## **Article 9: PROFESSIONAL DEVELOPMENT**

1. Professional development is the continuous process of acquiring new knowledge and skills that relate to one's professional job responsibilities, or work environment. It plays a key role in maintaining trained, informed, and motivated employees, regardless of job classification and in accordance with the non-discrimination statement of Article 10: Discipline of this Agreement.
2. At least once a year, during an employee's annual review, every employee and their supervisor will have the opportunity to prepare a professional development plan, including identifying and sharing training opportunities.
3. **Meetings and Conferences.** An employee may be given limited time off at the sole discretion of the Director of Finance and Operations or their designee with pay to participate in educational opportunities related to the employee's current or anticipated work with TakeAction Minnesota. An employee serving as an official representative of TakeAction Minnesota at a conference or meeting is considered on official business and not on unpaid leave.
4. **Process.** An employee desiring to enhance skills, knowledge and/or ability to perform tasks relevant to their existing position or another position at TakeAction Minnesota may request specific training. Such requests shall be evaluated on the basis of organizational goals and resources (both costs and time away from work), as well as ensuring that employees have the opportunity to enhance their skills. TakeAction Minnesota retains sole discretion to approve training requests. Should the request for professional development be denied, employees may request a meeting with their supervisor and upper management to discuss why the proposal was denied.
5. **Transparency.** Budgets for professional development are set at the sole discretion of TakeAction Minnesota. The parties recognize the need for transparency in the spending of professional development dollars. TakeAction Minnesota agrees to share with the bargaining unit, upon request, the budgeted amounts and expenditures for professional development broken down by individual employee.
6. If at any time in their tenure at TakeAction Minnesota an employee has a special professional development opportunity that requires an extended period of time away from the organization, they may request an extended paid leave from their supervisor and Director of Operations and Finance or their designee.

## **Article 10: DISCIPLINE**

1. TakeAction Minnesota shall not discharge or discipline any employee without just and sufficient cause. All discipline will be progressive, absent circumstances warranting accelerated disciplinary penalty.
2. An employee shall not be dismissed or discriminated against because of membership or activity in the Guild, because of the employee's perceived or actual race, color, creed, religion, national origin, sex,

gender identity, age, marital status, sexual orientation, disability, public assistance status, veteran status, family responsibilities, matriculation or any other characteristic protected under federal, state, or local law.

3. TakeAction Minnesota shall furnish upon request from an employee, a copy of the employee's personnel file and with permission from the employee, will provide a copy of the same to the Guild. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse.
4. The aim of discipline is to be corrective, not punitive, and may be required for substandard job performance, safety violations, excessive absenteeism, apparent inability to work under employer direction, or other problems that may arise.
5. Employees shall have the right to have a union representative(s) present at any discussion with the employer that is of an investigatory nature that may lead to discipline, where formal discipline will be administered, and in all grievance meetings. An employee shall be given five (5) working days advance notice when such discussion or meeting is scheduled, and the employee shall be informed of the nature of the complaint against the employee. The discussion or meeting shall not proceed until the union representative(s) are given a reasonable opportunity to be present.
6. **Corrective Action.** There are four (4) forms of corrective action:
  - a. **Verbal Warning.** TakeAction Minnesota may select to counsel an employee following a minor offense, or a first offense, in an effort to eliminate any possible misunderstanding and to clarify performance criteria. If TakeAction Minnesota selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee of the seriousness of the meeting, and to follow up with an email that states the conversation was a verbal warning. If an employee does not have a TakeAction Minnesota-issued email address, a written copy of the verbal warning will be given to the employee.
  - b. **Written Warning.** TakeAction Minnesota may meet with an employee and present the employee with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. TakeAction Minnesota and the employee shall set a time frame and a check-in program, during which the improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement. A record of the written warning and improvement plan shall be kept in the employee's personnel file.
  - c. **Suspension.** TakeAction Minnesota may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem. TakeAction Minnesota will set the timeframe for the suspension and provide it to the employee in writing.
  - d. **Discharge.** TakeAction Minnesota may discharge an employee for an instance of serious, or repeated misconduct or performance problem. The Guild shall be notified in writing within three (3) business days if a bargaining unit employee is terminated involuntarily.

## **Article 11: GRIEVANCE PROCEDURE**

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



- a. **Step 1.** Informal: An effort shall be made to resolve the grievance between the employee and the immediate supervisor. An aggrieved employee may have a Union Representative's assistance with Step 1 upon request from the employee.
- b. **Step 2.** If a settlement is not reached in Step 1, and the employee and/or the authorized Guild representative wishes to initiate a formal grievance, it shall be set forth in writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Director of Finance and Operations or their designee. No grievance shall be accepted, which has been filed more than twenty (20) calendar days after the occurrence of the event giving rise to the grievance or twenty (20) calendar days after the grievant or Guild, through the use of reasonable diligence, should have had knowledge of the event. Within fourteen (14) calendar days after receiving the written grievance, the Director of Finance and Operations or their designee and the Guild Representative(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The Director of Finance and Operations or their designee shall give management's written answer to the designated Guild Representative(s) within ten (10) calendar days of the meeting.
- c. **Step 3.** If as a result of the written response in Step 2, the grievance remains unresolved, TakeAction Minnesota or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty (20) calendar days after TakeAction Minnesota's written answer is due. If mediation is requested, such mediation shall be conducted and completed before either party submits a grievance to arbitration. Either party can submit the dispute in writing to final and binding arbitration within thirty (30) calendar days following the conclusion of unsuccessful mediation (unless both parties mutually agree to extend the time limit).
- d. **Step 4.** If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request arbitration by giving the other Party written notice of its desire to arbitrate. The decision of the arbitrator shall be final and binding on all Parties. If the Parties are unable to agree on one arbitrator, either Party may request a list of seven (7) prospective arbitrators from the Federal Mediation and Conciliation Service. Each Party shall in turn, strike one name until one name remains which identifies the selected arbitrator. The Parties shall decide who strikes the name first by a coin flip. Either Party may request additional lists if those supplied are not satisfactory, to a maximum of three (3) lists. All expenses of the arbitration proceeding shall be shared equally between the two Parties, however, neither Party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each Party shall be responsible for compensation of its own representatives and witnesses.

## **Article 12: HOURS, WORKLOAD, AND SCHEDULE FLEXIBILITY**

1. TakeAction Minnesota recognizes that working for a membership-based organization means that most employees have to work nonstandard hours, including evenings and weekends, and employees carry significant workloads that can vary considerably through the course of the year. TakeAction Minnesota is committed to supporting employees in balancing the demands of their work and non-work lives.

2. **Overtime.** Any employee properly classified as non-exempt from overtime under the Fair Labor Standards Act (FLSA) who performs authorized work in excess of forty (40) hours in any one week shall be compensated at one and one half (1.5) times the employee’s straight hourly rate of pay.
  - a. If a non-exempt employee is required to work on a Saturday or Sunday after working each day of a full regular work week (defined as Monday to Friday, except on holidays), the employee shall be guaranteed a minimum of four hours’ overtime pay for each weekend day worked regardless of the total hours worked that week.
  - b. A non-exempt employee scheduled to work a minimum of four (4) consecutive hours or more will be provided a minimum fifteen (15) minute paid rest period. Employees are not required to take their paid rest period.
  - c. TakeAction Minnesota expects that all full-time FLSA-exempt employees will regularly work at least sixty-four (64) hours per pay period. All supervisors will work with their employees to determine a work schedule that meets the needs of their positions.
  - d. An employee may request an adjustment to the employee’s work schedule to accommodate personal responsibilities, provided the scheduled request would not negatively impact the employee’s ability to perform the employee’s job duties or the employee’s availability for regular program-wide or organization-wide meetings or activities. Requests are subject to approval by the supervisor and the Director of Finance and Operations or their designee.
  - e. TakeAction Minnesota is committed to avoiding excessive workloads for staff. Employees will regularly meet with the employee’s individual supervisor to discuss the employee’s workload, and the employee’s supervisor will work with the employee to make adjustments to the employee’s workload as needed to mitigate excessive workloads. TakeAction Minnesota, in its discretion, may give employees a shorter workload or a shortened work week after periods of intense workload. An employee may also request scheduling accommodations, including a shortened workday, or a later start time, after a period of intense workload.
3. **Travel.** Travel time outside of the employee’s daily commute is considered work time and should be accounted for in reported hours and staff schedules. Staff that are unable to attend in person because of travel or accessibility concerns will not be disciplined.

**Article 13: PAID TIME OFF**

1. Employees who work at least thirty-two (32) hours per pay period are eligible for leave benefits. Leave benefits are pro-rated accordingly for eligible part-time employees.

2. **Holidays.** The following days shall be recognized and observed as paid holidays:

Martin Luther King, Jr. Birthday	Labor Day
Memorial Day	Indigenous Peoples’ Day
Juneteenth	Thanksgiving Day
Independence Day	The day after Thanksgiving Day

In consultation with their supervisor, TakeAction Minnesota employees may substitute different holidays for the holidays listed above.

- a. All non-hourly employees shall have time off with pay for the week including the observed July 4th holiday. All hourly employees will be paid for that week, a prorated rate based on average

hours compensated in the preceding sixty (60) calendar days. The Parties may mutually agree to substitute a different summer week within the same calendar year.

- b. All non-hourly employees shall have time off with pay from December 24 through New Year's Day. All hourly employees will be paid for that week, a prorated rate based on average hours compensated in the preceding sixty (60) calendar days.
- c. Full-time employees will receive one (1) paid day off for each holiday. Holiday benefits for part-time employees will be prorated in accordance with the hours regularly worked by the employee. For those paid holidays that fall on a Saturday, the Friday before will be observed. For those paid holidays that fall on a Sunday, the Monday after will be observed.
- d. In a week in which one or more of these holidays fall on a weekday, each paid holiday shall count as 6.4 hours worked for the purposes of overtime for non-exempt employees.
- e. An employee has the right to request not to work on a holiday, and this request will be granted. If an employee works a full day on a holiday, the employee will work with the employee's supervisor to select another day off.
- f. Employees are eligible for paid holidays immediately upon hire.

3. **Vacation.** All full-time employees will earn vacation benefits at the following rate:

- 0 - 2 years = 96 hours per year
- 2 - 5 years = 128 hours per year
- 6 + years = 160 hours per year

- a. Part-time employees will accrue vacation time based on the number of hours each employee works consistent with the schedule above. Part-time employees who work sixteen (16) hours per week or more shall accrue vacation on a pro-rated basis based on the sixty-four (64) hours per pay period assumption in the schedule above.
- b. An employee may utilize up to thirty-two (32) hours of vacation before it has been accrued, but if the employee leaves employment at TakeAction Minnesota before accruing the paid time off on the pro-rated vacation schedule above, the employer will deduct the cash amount of the outstanding vacation balance from the employee's final paycheck.
- c. Use of vacation shall be mutually agreed upon between supervisor and employee. Absent agreement, there must be a demonstrable organizational need for denial.
- d. Employees are expected to use vacation benefits in the fiscal year in which vacation is earned. Employees may carry over a maximum of sixty (60) hours of unused vacation from one year to the next.
- e. Accrued vacation that is unused at the time of an employee's separation from TakeAction Minnesota will be paid on the employee's final paycheck.

4. **Personal Leave.** TakeAction Minnesota provides the equivalent of four (4) days of personal leave per calendar year to all full-time employees. Personal leave benefits are prorated accordingly for part-time employees. Personal leave cannot be carried into the next year. Use of personal leave shall be mutually agreed upon between supervisor and employee.

- a. Personal leave that is unused at the time of an employee's separation from TakeAction Minnesota will be paid on the employee's final paycheck.

#### **Article 14: LEAVE**

1. **Sick and Safety Leave.** Full time employees at TakeAction Minnesota will receive the equivalent of ten (10) days' sick and safety leave upon hire and accrue an additional ten (10) days each year. Part-time employees receive prorated sick leave benefits.

- a. Unused sick leave can accumulate from year to year up to a maximum of thirty (30) days/two hundred forty (240) hours/seven and a half (7.5) weeks under the sixty-four (64) hour pay period for full-time employees. This limitation on accrual of sick leave benefits is prorated accordingly for part-time employees. If an employee's illness or injury requires a consecutive absence of five (5) days or more, physician documentation may be required.
- b. Employees are allowed to use sick and safety leave to care for themselves, family members, and in instances of domestic violence, sexual assault, and/or stalking. TakeAction Minnesota recognizes the diversity of staff, and the definition of family members and others is purposely broad because today's families do not necessarily reflect the traditional family structure.

2. **Paid Family and Medical Leave (PFML).** The purpose of this policy is to provide paid time off when a serious health condition prevents you from working, when you need time to care for a family member or a new child, for certain military-related events, or for certain personal safety issues.

- a. There are two main types of leave:
  - Family Leave to care for a family member with a serious health condition, or if you're bonding with a new baby or child in your care.
  - Medical Leave when your own serious health condition prevents you from working.

Additionally, you will be able to take leave to support a family member called to active duty, or if you and/or a family member are facing a significant personal safety issue.

- b. Qualifying reasons:
  - Medical: employee's mental or physical illness, treatment
  - Caring: family member's mental or physical illness, treatment
  - Safety: domestic assault, sexual abuse, or stalking faced by you and/or a family member
  - Parental leave: bond with a new child after birth, foster, or adoption
  - Active duty: family member on active duty or notified of impending order
- c. Paid leave will be paid at 100% of the employee's regular pay. Pay will be delivered consistent with regularly scheduled pay dates.
- d. The benefit year is the 12-month period that starts when Paid Leave is first taken by an individual. In a benefit year, an employee is eligible for a maximum of twelve (12) weeks family leave, twelve (12) weeks of medical leave, or a combination of the two not exceeding twenty (20) weeks. Part-time employees' paid leave will be prorated in accordance with the hours regularly worked by the employee.
- e. An eligible employee may take leave in a single block of time or in smaller increments of time. An employee can also have multiple leaves take place within a year, as long as you haven't already used the maximum amount for that benefit year.

- f. All requests for PFML will be reviewed by the People and Culture Director or their designee to determine if covered under this policy, must be made in writing, and should be submitted to the employee's supervisor and the People and Culture Director or their designee as far in advance as possible and should include the following information:
    - Anticipated length of absence; and
    - Dates of when the leave is expected to begin and end.
  - g. In all cases covered by PFML, it is expected that the employee intends to return to TakeAction Minnesota at the conclusion of the leave of absence. Employees who return from leave will be restored to the same position or an equivalent position with the same pay, status, benefits, length of service, and seniority.
  - h. No interruption to health care coverage or any other employer paid benefits will be caused by an employee utilizing PFML.
  - i. This policy is intended to comply with the Minnesota Paid Family and Medical Leave statute, while also providing leave paid at 100% and provisions above that may confer more benefits to employees than state PFML requirements. If this policy must be changed in order to comply with state statute and implementation, those changes will be communicated to staff and included in the Employee Handbook.
3. **Paid Extended Leave (PEL).** Sometimes life circumstances arise where staff need to take a leave of absence from work that is not otherwise covered by Paid Family and Medical Leave. PEL time is a way for TakeAction Minnesota to live its values and care for one another during these times.
- a. This policy is meant to allow eligible staff to take a paid leave of absence of up to four (4) weeks (128 hours) from performing the duties and responsibilities of their job, due to physical health, mental health, and/or bereavement.
  - b. The amount of leave an employee is eligible for is prorated based on the number of hours the employee has worked in the past six (6) months. (For example, if an employee has worked an average of thirty-two [32] hours a pay period for the past six [6] months, the employee is eligible for up to two [2] weeks [96 hours] paid leave. If an employee worked sixty-four [64] hours a pay period for the past six [6] months, the employee is eligible for up to four [4] weeks [128 hours] paid leave.)
  - c. To be eligible for PEL under this policy, the employee must have worked for TakeAction Minnesota for at least six (6) months and a minimum of four hundred sixteen (416) hours in those six (6) months.
  - d. The benefit year is the 12-month period that starts when PEL is first taken by an individual. In a benefit year, an employee is eligible for a maximum of four (4) weeks of PEL. Part-time employees' paid leave will be prorated in accordance with the hours regularly worked by the employee.
  - e. Depending on life circumstances, an employee may be eligible for PEL and PFML in the same twelve (12) month period.

- f. All requests for PEL under this policy must be made in writing and should be submitted to an employee's supervisor or the Director of Finance and Operations or their designee as far in advance as possible and should include the following information:
    - Anticipated length of absence;
    - Dates of when the leave is expected to begin and end; and
    - A general statement of the reason(s) for requesting the leave of absence.
  - g. In all cases when the leave is granted, it is expected that the employee intends to return to TakeAction Minnesota at the conclusion of the leave of absence.
  - h. No interruption to health care coverage or any other employer paid benefits will be caused by an employee utilizing PEL.
4. **Minnesota Parental Leave.** Parents of school-aged children shall be provided unpaid leave of up to sixteen (16) hours during any twelve (12) month period to attend school conferences, classroom, or pre-school activities related to an employee's child if the conferences, classroom, or pre-school activities cannot be rescheduled during non-work hours. If the employee's child receives childcare services or attends a pre-kindergarten program, the employee may use the leave to observe and monitor the services or program, provided the activity cannot be scheduled during non-work hours.
- a. An employee may use personal or vacation time, if available, for parental leave.
  - b. The employee shall provide reasonable advance notice to their immediate supervisor when time off is needed, so as not to disrupt the operations of the organization.
5. **Third Year Break.** Because TakeAction Minnesota encourages rest and rejuvenation of its employees, we offer a one-time, fully paid break after three (3) years of employment.
- a. After three (3) years of employment, employees will be eligible for a paid break of up to three (3) weeks.
  - b. This break must be taken within the six (6) months following the employee's three (3) year anniversary or forfeited. The timing of the break shall be mutually agreed upon between supervisor and employee.
  - c. In addition to regular pay, the employee will receive an additional \$1,000 stipend in the first pay period of the break. All benefits and their accrual including but not limited to health insurance, vacation, and paid time off will continue as normal.
  - d. Employees will be eligible for this break if they hit their three (3) year anniversary on January 1, 2026 or later.
6. **Five Year Sabbaticals.** Because TakeAction Minnesota is committed to the rest and rejuvenation of its employees, we offer paid sabbatical leave. Sabbatical time will be designed by the employee and can be used for, but not limited to, travel, study, writing, artistic endeavors, reflection, family time or any other pursuits that will enable and encourage renewal.
- a. After five (5) years of employment, employees will have the opportunity to request a paid sabbatical of up to eight (8) weeks. Five (5) years following return from sabbatical, the employee

will be eligible for an additional sabbatical.

- b. Sabbatical will be contingent on the approval from the Director of Finance and Operations or their designee and must be planned within six (6) months of the employee's five (5) year anniversary. An employee will create a proposal for the duties of their role during the time of their leave. Should the request for sabbatical be denied, employees may request a meeting with their supervisor and upper management to discuss why the proposal was denied.
  - c. In addition to regular pay, the employee will receive a \$1,000 stipend in the first pay period of the sabbatical. All benefits and their accrual including but not limited to health insurance, vacation, and paid time off will continue as normal. If an employee leaves within one year of a sabbatical, they forfeit their payout of paid time off.
7. **Bereavement Leave.** Employees shall be allowed three (3) days bereavement leave without loss of pay in the event of a death of a family member or other person with whom the employee has a close relationship. TakeAction Minnesota recognizes the diversity of staff, and the definition of family members and others is purposely broad because today's families do not necessarily reflect the traditional family structure.
- a. The need for bereavement leave will be communicated to the supervisor as soon as possible. The employer may provide up to seven (7) additional days of paid bereavement leave if the employee must travel to tend to this need.
8. **Civic Responsibility.** TakeAction Minnesota believes in and encourages the civic responsibility of its employees.
- a. **Jury Duty.** For time served on jury duty, TakeAction Minnesota will pay employees the difference between the employee's salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten (10) days. If an employee is required to serve more than ten (10) days of jury duty, TakeAction Minnesota will provide the employee with unpaid leave. Employees must provide TakeAction Minnesota a copy of proof of service received by the court in which they serve.
  - b. **Voting.** On officially designated Election Days, TakeAction Minnesota's employees will be allowed reasonable paid time off to vote. However, because of the nature of the work may require employees to be outside the employee's precinct on Election Day, employees are encouraged to utilize absentee voting opportunities before Election Day.
  - c. **Military Leave.** Employees who are inducted into the Armed Forces of the United States or are called to duty as a member of a reserve unit, may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of the employee's need for a military leave and TakeAction Minnesota will request a copy of the employee's orders, which will be kept on record by TakeAction Minnesota.

Time spent in such service shall be considered service time with the Employer in computing severance pay, experience rating, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer. Upon release of such service, the employee shall resume the same position or a comparable one with a salary no less than what the employee would have received if employment with the Employer had been continuous.

For military leaves extending thirty (30) days or less, TakeAction Minnesota will continue to pay the portion of the premium on health insurance that it was paying before military leave began. In order to continue such health insurance, the employee must continue to pay the employee's portion of premiums during this period. For military leaves extending beyond thirty (30) days, the employee will have the option to continue insurance coverage at the employee's cost.

- d. **Unpaid Leave.** An employee may request an unpaid leave. Requests will be granted at the discretion of the employee's immediate supervisor and the Director of Finance and Operations or their designee and in accordance with applicable law, including the Americans with Disabilities Act.
- e. **Union Leave.** Upon request, up to two (2) days of leave will be granted to an employee elected or appointed delegate to conventions of The NewsGuild-CWA, AFL-CIO, or any organization with which the Guild is affiliated, or to attend to union business as an elected or appointed representative of the Guild.

An employee designated by the Guild to attend a negotiating meeting, all-staff meeting, or other meeting between TakeAction Minnesota and the Guild during regular work hours, shall be released for that purpose without loss of pay, except in circumstances addressed in Article 11: Grievance Procedure.

#### **Article 15: ECONOMIC BENEFITS AND INSURANCE**

1. **Health Insurance.** TakeAction Minnesota will provide individual medical and dental insurance benefits for full-time and part-time employees who work thirty-two (32) hours per pay period or more, except those who are insured through their spouse, retired military, or covered on other plans. Eligible employees may begin participating in medical and dental insurance on the first of the month, following thirty (30) calendar days of employment. Eligible employees may elect to participate in available medical plan(s) offered by TakeAction Minnesota and to add eligible dependents (i.e. spouses, domestic partners, and children) to their plans.
  - a. TakeAction Minnesota shall maintain the existing or substantially similar medical and dental plans in place at the time of execution of this Agreement to the extent they are available from the insurance provider.
  - b. Guild members shall pay no more than five percent (5%) of the monthly cost of the premium for medical and dental insurance coverage for single or family coverage, except in a situation of significant premium increases to the employer. A significant increase shall be defined as an increase of over ten percent (10%).
2. **Life, AD&D, and Long Term Disability Insurance.** TakeAction Minnesota shall provide group life, accidental death and dismemberment, and long term disability insurance to full-time and part-time employees. Eligible employees are automatically enrolled in these plans on the first of the month following thirty (30) calendar days of employment.
3. **Retirement Plan.** TakeAction Minnesota shall offer employees the option to open and contribute to 401k and/or a Roth 401k. Employees are eligible to participate in the plan after thirty (30) calendar days of employment at TakeAction Minnesota. Application information shall be provided to all new staff members with new hire paperwork.



- a. With this optional retirement plan, employees choose a dollar amount or percentage of their salary to be deducted from each paycheck and invested in their chosen plan(s). The deduction will be pre-tax for a 401k plan and post-tax for a Roth 401k plan. Employees may choose to participate in one or both plans. Employees can change the amount of their deduction and their participation at any time with the retirement company.
  - b. TakeAction Minnesota shall match a participating employee's contributions up to three percent (3%) of the employee's salary in a 401k plan, no matter which plan(s) the employee opens and contributes to. Effective as soon as feasible upon ratification of this agreement, the Employer will increase the current match to four percent (4%).
4. **Legal Assistance.** To the extent permitted by law, TakeAction Minnesota shall assume any personal financial liability against an employee (including fines, posting of bail or bond, and reasonable attorney fees, if counsel is not provided by the Employer) arising out of any claim, suit, criminal prosecution or judgment against the employee because of any act the employee performs as directed and within the scope of employment in either of the following two scenarios:
- a. An act of civil disobedience within the scope of employment that has been previously discussed and authorized by the employee's supervisor; or
  - b. In fulfillment of an assigned role within the scope of employment that has been discussed and pre-approved by the employee's supervisor, if the employee has taken reasonable steps to avoid legal action, as determined by a conversation between the employee and the employee's supervisor.
5. **Children at Work.** TakeAction Minnesota acknowledges that certain unpredictable life situations may arise where parents and caregivers may need to be with their children unexpectedly during the day, including instances of children becoming sick or arranged childcare unexpectedly falling through. This policy is not to be used to address regular childcare needs; rather, it addresses unexpected instances. In these unexpected instances, the employee shall notify their supervisor as soon as possible and shall work with their supervisor to decide the best course of action for the day to balance the needs of the employee, their children, and the organization, including a plan for delegation of work if needed.

To support parents as both staff members and as parents, the following options may be considered in whole or in combination with each other and require a conversation and approval from an employee's direct supervisor.

- a. **Use of Sick and Paid Time Off.** Each TakeAction Minnesota staff member has access to sick and safety time, personal days, and paid vacation time, and parents can use this time to care for their sick children or cover unforeseen childcare needs. The use of sick and safety time, personal days, and paid vacation time must be requested in hourly increments.
- b. **Working from home.** When employees work from home, for whatever reason, their children may necessarily be present. In those situations, the employee should communicate their level of attention to colleagues. For example, a parent may be able to participate effectively in a meeting virtually, but may decide they are unable to be present enough to lead a meeting. All parties should work together to find solutions, including but not limited to ensuring a virtual meeting option or rescheduling.

- c. **Bringing child(ren) to work (whether to the office or to another location outside the home).**  
 This option should be used in rare situations only when it cannot be avoided, in instances of there being a meeting that cannot be rescheduled, or of other work needs that may require an employee to be on site. When this option is selected, the following criteria apply:
- Employees may come to work with their children for up to four (4) hours at a time.
  - Employees may come to work with their children up to two times each month.
  - Children must be accompanied by their parents or caregivers. The meeting spaces at TakeAction Minnesota are available to be reserved, and parents may reserve an office or meeting space for the purpose of being able to work while their children are in the room with them to minimize potential disruption to other staff members. If other staff members are experiencing a disruption in their work due to a child’s presence in the office, they should approach the parent or guardian and respectfully address the situation.
- d. An employee may request an exception to any of the criteria above, subject to the approval of the Finance and Operations Director in consultation with the employee and the employee’s direct supervisor.
- e. In instances when childcare is provided at events hosted by TakeAction Minnesota, our staff may utilize this childcare with the same provisions as our members and guests.

**Article 16: SALARY AND REIMBURSEMENT/STIPENDS**

1. **Salary.** Effective after the next full pay period after ratification and agreement of this contract, all salaried TakeAction Minnesota employees will receive a one-time salary increase of \$5,000. Additionally, the minimum base pay will be \$57,506 annually. If any current salaried employee is below the minimum base pay, the employee will receive the increase to the base pay first and then the \$5,000 one-time salary increase.

a.

Effective Upon Ratification 2024			Base Salary
Organizer	Exempt	O4	\$75,000
	Exempt	O3	\$60,000
	Exempt	O2	\$57,506*
	Non-exempt	O1	\$20 per hour
Coordinator	Exempt	C4	\$75,000
	Exempt	C3	\$60,000
	Exempt	C2	\$57,506*
	Non-exempt	C1	\$20 per hour

\* see section b.

- b. Every subsequent year thereafter and effective every first full pay period of the fiscal year, the minimum base pay for O2/C2 level will increase by two percent (2%) to become the new base salary for that given year.

	Minimum Base Salary
Effective upon ratification in 2024	\$57,506
Effective July 2025	\$58,656
Effective July 2026	\$59,829

2. **Annual Raises.** Upon an employee’s anniversary date of hire they will receive an annual five percent (5%) pay increase.
  - a. TakeAction Minnesota may, in its sole discretion, provide a higher wage to an individual employee without having to pay the same amount to every employee in the same classification. If TakeAction Minnesota provides an employee a higher rate, TakeAction Minnesota will notify the Union in writing.
  
3. **Longevity Increases.** In addition to annual and any additional pay increases, current and future employees will receive longevity pay increases to their annual salary of five percent (5%) on the fifth and tenth anniversary of their hire. Employees hired after ratification of the agreement will also be eligible for a five percent (5%) increase to their annual salary on their third anniversary of hire (again, in addition to annual and any additional pay increases).
  
4. **Reimbursement of Expenses and Stipends.** TakeAction Minnesota shall reimburse reasonable and necessary expenses incurred in carrying out job responsibilities.
  - a. **One on Ones.** When meeting with someone other than another staff member, employees will be reimbursed for food and drink in accordance with their program budget.
  - b. **Mileage.** An employee shall be reimbursed at the federal mileage rate for use of their automobile for any services authorized by TakeAction Minnesota.
  - c. **Mobile Devices.** Full-time employees who are required to use their personal mobile devices for work-related communications shall be reimbursed for adequate voice and data services required to perform the job at \$50.00 per month.
  - d. **Business Expenses.** All small business expenses incurred by the employee including, but not limited to, meeting expenses, business calls charged to the employee, and postage, shall be submitted for reimbursement under the reimbursement procedures established by TakeAction Minnesota. All large business expenses including, but not limited to air fare, lodging, and car rental, shall be paid directly by TakeAction Minnesota or charged to TakeAction Minnesota unless otherwise impracticable.
  - e. **Work Outside the Office.** All employees will be reimbursed for out of office work related to TakeAction Minnesota at \$50.00 per month.
  - f. **Wellness Stipends.** TakeAction Minnesota will provide \$300 annual wellness stipends to all members of the unit. During annual budgeting processes, TakeAction Minnesota will evaluate our budget position at an LMC meeting to determine if additional compensation is possible for the fiscal year in question.

- g. **Travel.** When an employee is spending at least one night away from home, or traveling more than one hundred fifty (150) miles in one day, the employee shall be reimbursed for meals upon presenting receipts. Maximum reimbursement amounts are reflected in the Employee Handbook. Upon the employee's request, TakeAction Minnesota shall make reasonable efforts to ensure employees can cover expenses for assignments which require travel away from home.

Where practicable, an employee will be given a two weeks' notice ahead of any required travel.

## **Article 17: SENIORITY AND REDUCTION IN FORCE**

### **1. Seniority.**

- a. Seniority shall be calculated from the employee's hire date with TakeAction Minnesota. Seniority shall prevail in cases of paid time off priority.
- b. Any authorized leave shall not constitute a break in service, and any time spent on leave shall count as service time in the computation of length of service benefits.
- c. Seniority shall terminate if the employee quits or is discharged for just cause, fails to return to work at the expiration of an employer-approved leave of absence, retires, or has a break in service of more than sixty (60) calendar days.

### **2. Layoffs.**

- a. **Notice.** Any permanent employee to be laid-off shall be given a minimum of four (4) weeks' notice in writing. At that time, a copy of the layoff notice shall be submitted to the Guild. TakeAction Minnesota will meet with the Guild, at the Guild's request, to provide a rationale for the layoff, which may include reduction in funds, changing the organizational mission, or programmatic work coming to a close.
- b. **Severance.** Laid off employees who have worked at TakeAction Minnesota between nine (9) months and twenty-four (24) months shall receive four (4) weeks' pay as severance. Laid off employees who have worked at TakeAction Minnesota for more than twenty-four (24) months shall receive one week's pay for each six (6) months of service.
- c. There will be no layoffs when a temporary employee is performing work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within forty-five (45) calendar days.
- d. After a period of sixty (60) consecutive days of employment at TakeAction Minnesota, an employee who is laid off from TakeAction Minnesota employment, and returns as an employee of the organization within two (2) years of their termination, shall receive credit for past service in the computation of pay and benefits.

## **Article 18: SAFETY, EQUIPMENT, AND ACCESSIBILITY**

- 1. TakeAction Minnesota is committed to supporting staff in the work that they do. Depending on employee and work needs, work may happen in person, remotely, and/or require technology for virtual meetings. Regardless of where work happens, TakeAction Minnesota strives to meet every employee's articulated accessibility needs.

2. No employee shall be disciplined and/or subject to retaliation for naming an access need.
3. No employee shall be disciplined and/or subject to retaliation for leaving work due to feeling unsafe. In such situations, employees will notify the employer as soon as possible.
4. TakeAction Minnesota's Employee Handbook includes policies that apply to anti-discrimination, harassment, whistleblowing, information technology, public health emergencies, and severe weather. TakeAction Minnesota management agrees to follow these Employee Handbook policies, and further agrees that failure to abide by these Employee Handbook policies creates an avenue for employee grievance.
5. **Meetings.** Management will have a designated point person for tech assistance, training, and in-person problem solving. Meeting accessibility standards are in the Employee Handbook, including clear guidelines concerning notification, material sharing, scheduling, and technology. Because technology can sometimes create a barrier, there will be no discipline if a technology malfunction is responsible for an apparent performance issue.
6. 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 their job. All such equipment shall be safe and well maintained.

#### **Article 19: SAVINGS CLAUSE**

In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

#### **Article 20: DURATION**

1. This Agreement shall be effective as of September 20, 2024, and shall remain in effect until the last day of June 2027 except as provided below.
2. This Agreement shall be automatically renewed, on a yearly basis, thereafter unless either Party shall notify the other at least sixty (60) days prior to the expiration date that it desires to initiate negotiations for a new contract to take effect on the first day of July 2027. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

*[Signature page follows]*

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

For the Guild:

By: Nadine Abu-Azzam  
Nadine Abu-Azzam (Sep 19, 2024 07:44 CDT)

By: Max Winebrenner-Palo  
Max Winebrenner-Palo (Sep 19, 2024 08:58 CDT)

By: River Fiocco

By: Cierra Brown  
Cierra Brown (Sep 18, 2024 21:53 CDT)

By: Laura Kiernan  
Laura Kiernan (Sep 20, 2024 05:56 CDT)

By: Laura Proescholdt  
Laura Proescholdt (Sep 18, 2024 18:29 CDT)

By: Lindsay Turner  
Lindsay Turner (Sep 19, 2024 11:10 CDT)

By: Candace Lund  
Candace Lund (Sep 18, 2024 17:53 CDT)

By: Allana Olson  
Allana Olson (Sep 19, 2024 11:48 CDT)

For the Employer or TakeAction Minnesota:

By: Elianne Farhat  
Elianne Farhat (Sep 25, 2024 08:29 CDT)

By: Amanda Otero  
Amanda Otero (Sep 18, 2024 16:13 CDT)

By: Marcie Moravec

By: Melissa Hoang  
Melissa Hoang (Sep 19, 2024 08:41 CDT)

Signature Page to Collective Bargaining Agreement